THE STATE OF TEXAS :

COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS.

That I, David B. Barrow (hereinafter called Developer), owner of certain lots in Northwest Hills, Section Five Addition, of Austin, Travis County, Texas, as shown on plat thereof, recorded in Book 11, Page 9 of the Travis County Plat Records, and having an undivided interest in certain other lots in said Northwest Hills Section Five Addition, do hereby impress all of the property included in Northwest Hills, Section Five Addition, with the following restrictions, covenants, conditions and uses, insofar as my interest is concerned, being the same restrictions, covenants, conditions and uses impressed upon said subdivision by Austin Corporation this same date, of record in Book 2376, Page 1 of the Travis County Deed Records:

Designation of Use

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. The Developer, however, may erect a temporary sales office on any lot selected by him, in accordance with the Zoning Regulations of the City of Austin.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

Temporary Structures and Garage Apartments

No apartment house, house trailer, tent, shack, garage apartment or other outbuilding shall be placed, erected, or permitted to remain on any lot or plat, nor shall any structure of temporary character be used at any time as a residence thereon.

4. Separate Garages, Guest Houses, etc.

A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 600 square feet of floor area will be permitted, provided that such structure, or structures must be attached to the main residence by a common wall or by a covered passage-way, provided that the main dwelling be substantially completed prior to said erection and provided further that all other restrictions, covenants, conditions and uses herein are complied with.

5. Minimum Plat Size

No structure shall be erected or place on any plot which plot has an everage width of less than 80 feet. No resubdivision of existing lots shall be made which would create an additional lot or plot; but this enal not prevent the modifying of boundaries of original lots in conformity with the above minimum width. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having a contiguous frontage and having an average width of not less than 80 feet.

Size and Construction of Dwellings

All dwellings shall be of recognized standard construction. The dwelling erected on any plot shall cover not less than 1,800 square feet of floor area of which not less than 1,600 square feet shall be in the house proper, exclusive of garage and porches. Ornamental structures, fences and walls are permitted subject to approval in writing of the Developer, or in the alternative, by the Architectural Committee referred to under Paragraph No. 8.

7. Set-Back, Front Line, Side Line and Rear Line

No structure shall be located or erected on any lot nearer to the front plot line than twenty-five (25) feet, no nearer than five (5) feet to any side plot line, except that the total combined setback from both sides shall in no event be less than fifteen (15) feet, nor nearer than twenty (20) feet to the rear plot line.

8. Architectural Control and Building Plans

For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developer, or in the alternative, an Architectural Committee appointed at intervals of not more than five years by the then owners of a majority of the lots in Northwest Hills Section Five Addition, reserves the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall, or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved in writing by the Developer. Refusal of approval of plans and specifications by the Developer, or by the said Architectural Committee, may be based on any ground, including purely assthetic grounds, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same have been commenced.

9. General Covenants

These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in Northwest Hills Section Five Addition, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall thereby agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1982. On and after January 1, 1982, said conditions, restrictions uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a wote of three-fourths majority of the then owners of the lots in Northwest Hills Section Five Addition, each lot, or plat, to admit of one vote.

10. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and cover.ints, it shall be lawful for any other person or persons owning any of the lots in Northwest Hills Section Five Addition to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from so doing, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covernants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the endorsement of any such covenant, condition, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise effect any of the others which shall remain in full force and effect.

WITNESS MY HAND THIS this 20th day of October, A. D. 1961.

David B. Barrow, Developer

THE STATE OF TEXAS :

COUNTY OF TRAVIS:

BEFORE ME, the undersigned authority, on this day personally appeared David B. Barrow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to

me that he executed the same for the purposes and consideration therein expressed.

CIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of October A. D. 1961.

Kay Guridy, Notary Put Travis County. Texas.

100 / 1961 at / 00 P. M.

Recorde 100 5 1961 at 913