

8. Architectural Control and Building Plans

For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developers, 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 Mesa Oaks Phase One Addition, reserve 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 Developers. Refusal of approval of plans and specifications by the Developers, or by the said Architectural Committee, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developers 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 has 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 Mesa Oaks Phase One 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, 1985. On and after January 1, 1985, 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 vote of three-fourths majority of the then owners of the lots in Northwest Hills Mesa Oaks Phase One Addition, each lot, or plot, 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 covenants, it shall be lawful for any other person or persons owning any of the lots in Northwest Hills Mesa Oaks Phase One 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 covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the enforcement 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 affect any of the others which shall remain in full force and effect.

WITNESS OUR HANDS, this the 10th day of June A. D. 1964.

(CORPORATE SEAL)

ATTEST:

Kay Gurler
Secretary.

AUSTIN CORPORATION

By David B. Barrow
Vice President.

THE STATE OF TEXAS))
COUNTY OF TRAVIS))

BEFORE ME, the undersigned authority, on this day personally appeared David B. Barrow, Vice President of the Austin Corporation, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of Austin Corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of June A. D. 1964.

[Signature]
Notary Public in and for Travis County, Texas.

(NOTARY SEAL)

FILED
COURT CLERK
TRAVIS COUNTY TEXAS

JUN 11 2 49 PM '64

STATE OF TEXAS
COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED. In the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

JUN 15 1964



Emilie Limberg
COUNTY CLERK,
TRAVIS COUNTY, TEXAS

DEED RECORDS
Travis County, Texas

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