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STATE OF TEXAS \*  
COUNTY OF TRAVIS \*

WHEREAS, Westover Hills, Inc., a corporation duly incorporated under the laws of the State of Texas, is the owner of the following described property in Travis County, Texas, to wit:

Lots 1, 2, 3, 6 and 7, Westover Hills Subdivision, Section 3, Phase 6 of record in Book 57, Page 12, of the Plat Records of Travis County, Texas.

WHEREAS, the City of Austin and Westover Hills, Inc., acting by and through its duly authorized President, Wallace L. Mayfield, have agreed that the above described property should be impressed with certain covenants and restrictions running with the land desire to set forth such agreement in writing:

NOW THEREFORE, Westover Hills, Inc., for and in consideration of One and No/100 Dollars (\$1.00) and for other good and valuable consideration in hand to the undersigned paid by the City of Austin, receipt of which is hereby acknowledged, does hereby agree with respect to said property above described, that this agreement shall be deemed to be, and considered as a covenant running with the land and shall be binding on him, his successors, and assigns, as follows, to wit:

1. That no application shall be made to change the zoning designation of the above referenced property from "A" Residential by the owner or owners thereof, and that such property shall be used only as is, or may be permitted by the "A" Residential classification of the Zoning Ordinance of the City of Austin.
2. If any person, persons, corporations or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors, and assigns to prosecute proceedings at law, or in equity, against said person, or entity violating, or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

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- 3. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order of court competent jurisdiction, the same shall in no way effect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.
- 4. The failure at any time to enforce this agreement by the City of Austin, its successors, and assigns, whether any violation thereof are known or not, shall not constitute a waiver or estoppel of the rights to do so.
- 5. This agreement may be modified, amended, or terminated by joint action of both: (A) A majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and; (B) By the owners of the above described property at the time of such modification, amendment, or termination.

EXECUTED THIS 9th day of August, 1972.

WESTOVER HILLS, INC.

BY: Wallace L. Mayfield  
Wallace L. Mayfield, President

ATTEST:

(CORPORATE SEAL)

Bernell R. Mayfield  
Bernell R. Mayfield, Secretary

STATE OF TEXAS \*  
\*  
COUNTY OF TRAVIS \*

ON THIS the 9th day of August, 1972, personally appeared WALLACE L. MAYFIELD, President of Westover Hills, Inc., who acknowledged that he executed the foregoing instrument in the capacity and for the purposes and consideration therein stated.

GIVEN UNDER MY HAND and Seal of Office this 9th day of August, 1972.

NOTARY SEAL

Adelia K. New  
NOTARY PUBLIC, in and for Travis County, Texas

MY COMMISSION EXPIRES the 1st day of June, 1972.

