

**RESTRICTIVE COVENANT**

**OWNER:** David Arthur Malone, Molly Sue Malone Denham, and Jimmye Jo Malone

**OWNER ADDRESS:** David Arthur Malone  
141 Rio Gabriel Drive, Liberty Hill, TX 78642

Molly Sue Malone Denham  
10207 Slaughter Creek Drive, Austin, TX 78748

Jimmye Jo Malone  
10107 Slaughter Creek Drive, Austin, TX 78748

**CITY:** **CITY OF AUSTIN, TEXAS**, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

**CITY's ADDRESS:** P.O. Box 1088  
Austin, Travis County, Texas 78767-1088

**CONSIDERATION:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which are acknowledged.

**PROPERTY:** Being 5.20 acres of land out of the Stephen F. Slaughter Survey No. 1, Abstract No. 20, Travis County, Texas, being all of that 5.234 acre tract recorded in Document No. 2015067626, Official Public Records, Travis County, Texas, said 5.20 acres of land being more particularly described by metes and bounds in the attached **Exhibit "A."**

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell, and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant ("Agreement"). These covenants and restrictions shall run with the land and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. Development on the Property is subject to the recommendations contained in the Neighborhood Traffic Analysis ("NTA") memorandum from the Transportation Development Services division of the Austin Transportation Department (the "Department"), dated June 30, 2021. The NTA memorandum shall be kept on file at the Department.
2. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This Agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin and (b) by the Owner of the Property, or a portion of the Property, subject to the modification, amendment, or termination at the time of such modification, amendment or termination.

*(Remainder of page intentionally left blank)*

EXECUTED this the 27<sup>th</sup> day of August, 2021.

Owner:

David Arthur Malone, Molly Sue Malone Denham, and Jimmye Jo Malone

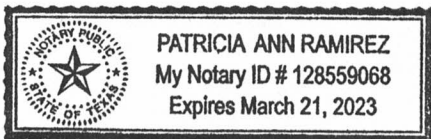
David A Malone  
David Arthur Malone

Molly Sue Malone Denham  
Molly Sue Malone Denham

Jimmye Jo Malone  
Jimmye Jo Malone

THE STATE OF TEXAS §  
COUNTY OF Williamson §

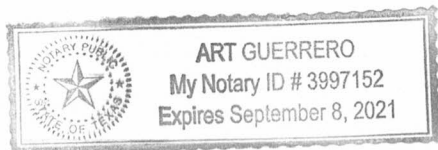
This instrument was acknowledged before me on this the 27<sup>th</sup> day of August 2021, by David Arthur Malone.



Patricia Ann Ramirez  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

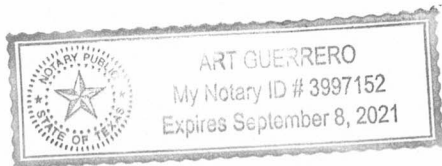
This instrument was acknowledged before me on this the 28 day of August 2021, by Molly Sue Malone Denham.



Art Guerrero  
Notary Public, State of Texas

THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on this the 28 day of August  
2021, by Jimmye Jo Malone.



Art Guerrero  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Assistant City Attorney  
City of Austin

EXHIBIT "A"

BEING 5.20 ACRES OF LAND, OUT OF THE STEPHEN F. SLAUGHTER SURVEY NUMBER 1, ABSTRACT NUMBER 20, TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN JIMMY JO MALONE, DAVID ARTHUR MALONE AND MOLLY SUE MALONE DENHAM 5.234 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 2015067626, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 5.20 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in the northerly right-of-way line of Genoa Drive, at the southwest corner of Lot B, The Amended Plat of Resubdivision of Lot 1, Texas Oaks Three, a subdivision recorded in Document Number 201500142, Official Public Records, said county, same being the southeast corner of said 5.234 acre tract, for the southeast corner hereof;

THENCE along said Genoa Drive and the southerly line of said 5.234 acre tract, the following 3 calls,

1. South 87 degrees 32 minutes 48 seconds West, 323.18 feet to an iron rod set at the beginning of a curve to the left having a radius of 335.00 feet,
2. Along said curve whose chord bears, South 76 degrees 44 minutes 18 seconds West, 125.45 feet to an iron rod set at the end of said curve,
3. North 71 degrees 44 minutes 59 seconds West, 31.38 feet to an iron rod set at the intersection of said Genoa Drive and the easterly right-of-way line of Slaughter Creek Drive, being at the beginning of a curve to the right having a radius of 255.86 feet, same being the southwest corner of said 5.234 acre tract, for the southwest corner hereof;

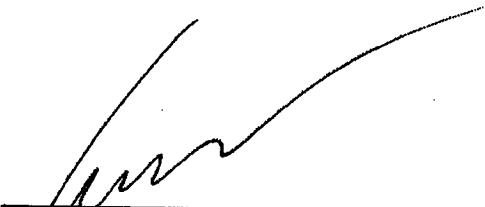
THENCE along said Slaughter Creek Drive and the westerly line of said 5.234 acre tract, the following 4 calls,

1. Along said curve whose chord bears, North 04 degrees 24 minutes 12 seconds West, 146.09 feet to the end of said curve,
2. North 78 degrees 00 minutes 22 seconds West, 2.84 feet to an iron rod found,
3. North 12 degrees 08 minutes 45 seconds East, 364.01 feet to an iron rod set,
4. North 50 degrees 31 minutes 01 seconds East, 24.13 feet to a chiseled "X" mark set in a concrete culvert at the intersection of said Slaughter Creek Drive and the southerly right-of-way line of Slaughter Lane, same being the northwest corner of said 5.234 acre tract, for the northwest corner hereof;

THENCE North 87 degrees 41 minutes 58 seconds East, along said Slaughter Lane and the northerly line of said 5.234 acre tract, 372.48 feet to an iron rod found at the northwest corner of Lot A, said subdivision, same being the northeast corner of said 5.234 acre tract, for the northeast corner hereof;

THENCE South 02 degrees 27 minutes 09 seconds East, along the westerly line of said Lots A and B, along the easterly line of said 5.234 acre tract, 500.08 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

  
EDWARD RUMSEY  
TX R.P.L.S. No. 5729  
Job No. A0506120

06/02/2020  
Date





After Recording, Please Return to:  
City of Austin  
Law Department  
P. O. Box 1088  
Austin, Texas 78767  
Attention: C. Curtis, Paralegal