

ORDINANCE NO. 88 0128-C

AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING AND CHANGING THE ZONING MAP ACCOMPANYING CHAPTER 13-2A OF THE AUSTIN CITY CODE OF 1981 AS FOLLOWS:

- TRACT 1. 13.46 ACRES OF LAND OUT OF THE A.J. BOND SURVEY #91, FROM INTERIM "RR" RURAL RESIDENCE DISTRICT TO "LO" LIMITED OFFICE; AND,
- TRACT 2. 10.16 ACRES OF LAND OUT OF THE A.J. BOND SURVEY #91, FROM INTERIM "RR" RURAL RESIDENCE DISTRICT TO "SF-6" TOWNHOUSE AND CONDOMINIUM RESIDENCE,

LOCALLY KNOWN AS 1413 HIGHWAY 71 WEST, SAID PROPERTY BEING LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS; WAIVING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Chapter 13-2A of the Austin City Code of 1981 is hereby amended to change the base zoning district from Interim on the property described in File C14-85-288.23, as follows:

TRACT 1. From Interim "RR" Rural Residence District to "LO" Limited Office.

13.46 acres of land out of the A.J. Bond Survey No. 91 in Travis County, Texas, a part of the M.H. Kretzschmar 9.25 acres and 10 acres, as recorded in Volume 908, Page 212 and Volume 1965, Page 501, of the Deed Records of Travis County, Texas, and a part of that certain 18.4 acre tract conveyed to Bertha Kretzschmar by Deed recorded in Volume 820, Page 575 of the Deed Records of Travis County, Texas being more particularly described by metes and bounds in "Exhibit A," attached to this ordinance and incorporated by reference for all purposes; and

TRACT 2. From Interim "RR" Rural Residence District to "SF-6" Townhouse and Condominium Residence.

10.16 acres of land out of the A.J. Bond Survey No. 91 in Travis County, Texas, a part of the M.H. Kretzschmar 9.25 acres and

10 acres, as recorded in Volume 908, Page 212 and Volume 1965, Page 501, of the Deed Records of Travis County, Texas, and a part of that certain 18.4 acre tract conveyed to Bertha Kretzschmar by Deed recorded in Volume 820, Page 575 of the Deed Records of Travis County, Texas being more particularly described by metes and bounds in "Exhibit B," attached to this ordinance and incorporated by reference for all purposes,

locally known as 1413 Highway 71 West, in the City of Austin, Travis County, Texas.

PART 2. It is hereby ordered that the Zoning Map accompanying Chapter 13-2A of the Austin City Code of 1981 and made a part thereof shall be changed so as to record the change ordered in this ordinance.

PART 3. The requirement imposed by Section 2-2-3 of the Austin City Code of 1981 that this ordinance be read on three (3) separate days shall be waived by the affirmative vote of five (5) members of the City Council to pass this ordinance through more than one reading on a single vote.

PART 4. This ordinance shall be effective ten (10) days following the date of its final passage.

PASSED AND APPROVED

January 28

, 1988

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Frank C. Cooksey
Mayor

APPROVED:


Jonathan R. Davis
Acting City Attorney

ATTEST:


James E. Aldridge
City Clerk

28JAN88
(D-1-e.2)
SJH:la
Exhibits
085-288.23

RESTRICTIVE COVENANT

Owner: Stephen Simon

Owner's Address: 1413 Gaston-Ave., Austin, Texas 78703

Consideration: One and No/100 Dollars (\$1.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

Property: Tract 1: All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property; and

Tract 2: All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "B" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Owner of the Property, for the consideration, impresses the Property with these covenants and restrictions running with the land:

1. The following conditions apply to Tract 1 of the Property:
 - a. Maximum impervious coverage of the Property shall be 65 percent.
 - b. The Property shall be limited to a maximum of 146,000 square feet of building space.
 - c. Development of the Property shall be in compliance with Sections 9-10-171 through 9-10-230 and Sections 13-3-401 through 13-3-475 of the Austin City Code of 1981 except for the following sections:

The part of Section 9-10-191 which reads "or to a development within a recorded subdivision which was finally approved or finally disapproved by the Planning Commission prior to December 18, 1980."

Section 9-10-208, subsections (c), (d), and (e).

Section 13-3-408(a).

Section 13-3-433, subsections (c), (d), and (e).
2. The following conditions apply to Tract 2 of the Property:
 - a. Maximum impervious coverage of the Property shall be 50 percent.
 - b. Any residential dwellings constructed on the Property shall be constructed at a density of 4 SF-6 single family dwelling units or less per acre.
 - c. There shall be an undisturbed buffer 75 feet wide along the single family neighborhood property lines of the Property.
 - d. Development of the Property shall be in compliance with Sections 9-10-171 through 9-10-230 and Sections 13-3-401 through 13-3-475 of the Austin City Code of 1981 except for the following sections:

The part of Section 9-10-191 which reads "or to a development within a recorded subdivision which was finally approved or

SIMON TRACT
RC

finally disapproved by the Planning Commission prior to December 18, 1980."

Section 9-10-208, subsections (c), (d), and (e).

Section 13-3-408(a).

Section 13-3-433, subsections (c), (d), and (e).

3. Owner shall participate fiscally in the construction of a commercial loop, consistent with the subdivision process requirements in Chapter 13-3 of the Austin City Code. This commercial loop shall be constructed with 70 feet of right of way, 44 feet pavement width, and shall pass through the Property. All access to Tract 1 shall be via this roadway. This roadway shall further be subject to city-approved design and signalization requirements.
4. If any person or entity shall violate or attempt to violate this 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 such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
5. If any part of this agreement or covenant shall be 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.
6. If at any time the City of Austin, its successors or assigns, 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.
7. 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, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owner(s) of the Property at the time of such modification, amendment or termination.

All citations to the Austin City Code shall refer to the Austin City Code of 1981, as amended from time to time, unless otherwise specified.

When the context requires, singular nouns and pronouns include the plural.


EXECUTED this 19 day of DECEMBER, 1987.


Stephen Simon

THE STATE OF TEXAS

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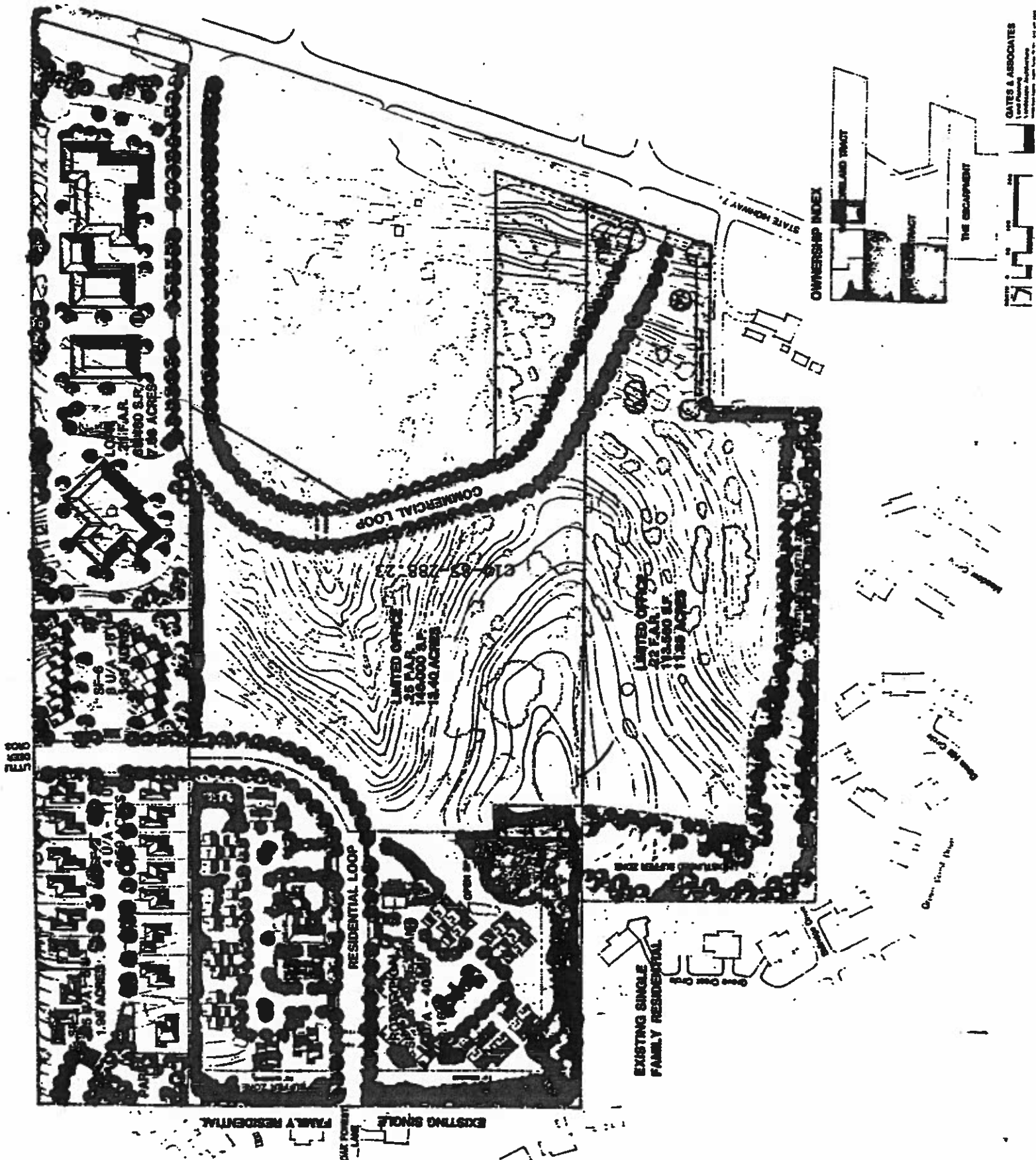
This instrument was acknowledged before me on 19th December, 1987, by Stephen Simon.


Notary Public, State of Texas
Notary's name (printed):

DONNA LEE BARGER
Notary's commission expires:

7-7-89

8528823.RC



EXISTING SINGLE FAMILY RESIDENTIAL

PROPOSED SF-1

PROPOSED SF-6

PROPOSED LOW

PROPOSED SF-6
AU/A

RESIDENTIAL LOOP

PROPOSED LO
25 F.A.R.

COMMERCIAL LOOP

EXISTING SINGLE
FAMILY RESIDENTIAL

Grove Crest Circle

12 #

32 #

22 #

STATE HIGHWAY 71

PROPOSED ZONING THE ESCARPMENT



GATES & ASSOCIATES
1000 Highway 71
Lawrenceville, Georgia 30046
January 27, 1988

Hwy. 71

LD
TR 1

T

SF-6
TR 2



SCALE: 1"=200'

P. OF BG.

85-288.23

P. OF BG.

CASKEY TRACTS

CITY OF AUSTIN, TEXAS

ORDINANCE NO. 881215-L

AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING AND CHANGING THE ZONING MAP ACCOMPANYING CHAPTER 13-2 OF THE AUSTIN CITY CODE OF 1981 AS FOLLOWS:

TRACT 1. 2.01 ACRES OF LAND OUT OF THE A.J. BOND SURVEY NO. 91, FROM INTERIM "RR" RURAL RESIDENCE DISTRICT TO "SF-1" SINGLE-FAMILY RESIDENCE (LARGE LOT) DISTRICT; AND,

TRACT 2. 2.54 ACRES OF LAND OUT OF THE A.J. BOND SURVEY NO. 91, FROM INTERIM "RR" RURAL RESIDENCE DISTRICT TO "SF-2" SINGLE-FAMILY RESIDENCE (STANDARD LOT) DISTRICT; AND,

TRACT 3. 1.94 ACRES OF LAND OUT OF THE A.J. BOND SURVEY NO. 91, FROM INTERIM "RR" RURAL RESIDENCE DISTRICT TO "SF-6" TOWNHOUSE AND CONDOMINIUM RESIDENCE DISTRICT; AND,

TRACT 4. 7.65 ACRES OF LAND OUT OF THE A.J. BOND SURVEY NO. 91, FROM INTERIM "RR" RURAL RESIDENCE DISTRICT TO "CS" GENERAL COMMERCIAL SERVICES DISTRICT;

LOCALLY KNOWN AS 7919 STATE HIGHWAY 71, WEST, SAID PROPERTY BEING LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS; WAIVING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Chapter 13-2 of the Austin City Code of 1981 is amended to change the base zoning district on the property described in File C14-85-288.22, as follows:

TRACT 1. From Interim "RR" Rural Residence district to "SF-1" Single-Family Residence (Large Lot) district.

2.01 acres of land out of the A.J. Bond Survey No. 91, said 2.01 acre tract being more particularly described by metes and bounds in Exhibit "A," attached and incorporated herein for all purposes; and,

TRACT 2. From Interim "RR" Rural Residence district to "SF-2" Single-Family Residence (Standard Lot) district.

2.54 acres of land out of the A.J. Bond Survey No. 91, said 2.54 acre tract being more particularly described by metes and bounds in Exhibit "B," attached and incorporated herein for all purposes; and,

CASKEY TRACT

TRACT 3. From Interim "RR" Rural Residence district to "SF-6" Townhouse and Condominium Residence district.

1.94 acres of land out of the A.J. Bond Survey No. 91, said 1.94 acre tract being more particularly described by metes and bounds in Exhibit "C," attached and incorporated herein for all purposes; and,

TRACT 4. From Interim "RR" Rural Residence district to "CS" General Commercial Services district.

7.65 acres of land out of the A.J. Bond Survey No. 91, said 7.65 acre tract being more particularly described by metes and bounds in Exhibit "D," attached and incorporated herein for all purposes;

locally known as 7919 State Highway 71, West, in the City of Austin, Travis County, Texas.

PART 2. It is ordered that the Zoning Map established by Sec. 13-2-22 of the Austin City Code of 1981 and made a part thereof shall be changed to record the amendment enacted by this ordinance.

PART 3. The requirement imposed by Section 2-2-3 of the Austin City Code of 1981 that this ordinance be read on three separate days shall be waived by the affirmative vote of five members of the City Council to pass this ordinance through more than one reading on a single vote.


PART 4. This ordinance shall be effective ten days after the date of its final passage.

PASSED AND APPROVED

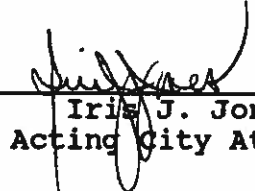
December 15

, 1988

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Lee Cooke
Mayor

APPROVED:


Iris J. Jones
Acting City Attorney

ATTEST:


James E. Aldridge
City Clerk

AFM/bjl
Exhibits

RESTRICTIVE COVENANT

OWNER: Austin Lacquer Company, a Texas corporation

ADDRESS: 1400 East 5th Street, Austin, Texas, 78702

CONSIDERATION: One and No/100 Dollars (\$1.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: TRACT 1: All that certain 2.01 acre tract of land out of the A. J. Bond Survey No. 91, lying and being situated in the County of Travis, State of Texas, said 2.01 acre tract being more particularly by metes and bounds in "Exhibit A" attached and incorporated herein for all purposes; and,

TRACT 2: All that certain 2.54 acre tract of land out of the A. J. Bond Survey No. 91, lying and being situated in the County of Travis, State of Texas, said 2.54 acre tract being more particularly by metes and bounds in "Exhibit B" attached and incorporated herein for all purposes; and,

TRACT 3: All that certain 1.94 acre tract of land out of the A. J. Bond Survey No. 91, lying and being situated in the County of Travis, State of Texas, said 1.94 acre tract being more particularly by metes and bounds in "Exhibit C" attached and incorporated herein for all purposes; and,

TRACT 4: All that certain 7.65 acre tract of land out of the A. J. Bond Survey No. 91, lying and being situated in the County of Travis, State of Texas, said 7.65 acre tract being more particularly by metes and bounds in "Exhibit D" attached and incorporated herein for all purposes.

Owner of the Property, for the consideration, impresses the Property with these covenants and restrictions running with the land:

1. The following condition shall apply only to Tract 1:

The number of "SF-1" Single Family Residence District (Large Lot) dwelling units located on the Property shall be restricted to five units.

2. The following condition shall apply only to Tract 2:

The number of "SF-2" Single Family Residence District (Standard Lot) dwelling units located on the Property shall be restricted to eleven units.

3. The following conditions shall apply only to Tract 3:
 - a. Maximum impervious coverage of the Property shall be 50 percent.
 - b. The number of "SF-6" Townhouse and Condominium Residence District dwelling units located on the Property shall be restricted to fifteen units.
 - c. Development of the Property shall be in compliance with Sections 9-10-171 through 9-10-230 and Sections 13-3-401 through 13-3-475 of the Austin City Code of 1981 except for the following sections:

The part of Section 9-10-191 which reads "or to a development within a recorded subdivision which was finally approved or finally disapproved by the Planning Commission prior to December 18, 1980."
Section 9-10-208, subsections (c), (d), and (e).
Section 13-3-408(a).
Section 13-3-433, subsections (c), (d), and (e).

4. The following conditions shall apply only to Tract 4:
 - a. Maximum impervious coverage of the Property shall be 65 percent.
 - b. The Property shall be limited to a maximum of .25 to 1 floor to area ratio as defined by Section 1212 of Chapter 13-2A of the Austin City Code.
 - c. Development of the Property shall be in compliance with Sections 9-10-171 through 9-10-230 and Sections 13-3-401 through 13-3-475 of the Austin City Code of 1981 except for the following sections:

The part of Section 9-10-191 which reads "or to a development within a recorded subdivision which was finally approved or finally disapproved by the Planning Commission prior to December 18, 1980."
Section 9-10-208, subsections (c), (d), and (e).
Section 13-3-408(a).
Section 13-3-433, subsections (c), (d), and (e).

5. Owner shall participate fiscally in the construction of a commercial loop, consistent with the subdivision process requirements in Chapter 13-3 of the Austin City Code. This commercial loop shall be constructed with 70 feet of right of way, 44 feet pavement width, and shall pass through the Property. All access to Tract 4 shall be via this roadway. This roadway shall further be subject to city-approved design and signalization requirements.

6. If any person or entity shall violate or attempt to violate this 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 such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
7. If any part of this agreement or covenant shall be 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.
8. If at any time the City of Austin, its successors or assigns, 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.
9. 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, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owner(s) of the Property at the time of such modification, amendment or termination.

All citations to the Austin City Code shall refer to the Austin City Code of 1981, as amended from time to time, unless otherwise specified.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the 3rd day of Nov., 1988.

Austin Lacquer Company

BY: Hubert M. Caskey
Hubert M. Caskey, President

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 3rd day of NOVEMBER, 1988, by Hubert M. Caskey, President of Austin Lacquer Company, a Texas corporation, on behalf of said corporation.

John Blore
Notary Public Signature

JOHN BLORE
Type or Print Notary Name
My Commission Expires: 07/12/89

COMPATIBILITY: HEIGHT + SETBACKS

SITES GREATER THAN 20,000 SQ. FT.
OR OVER 100 FT. OF STREET FRONTAGE

