

EXHIBIT B

DISTANCE FROM THE FRONT OF BUILDING ON THE PROPERTY
TO
BACK DOOR OF FOREST NORTH ELEMENTARY SCHOOL

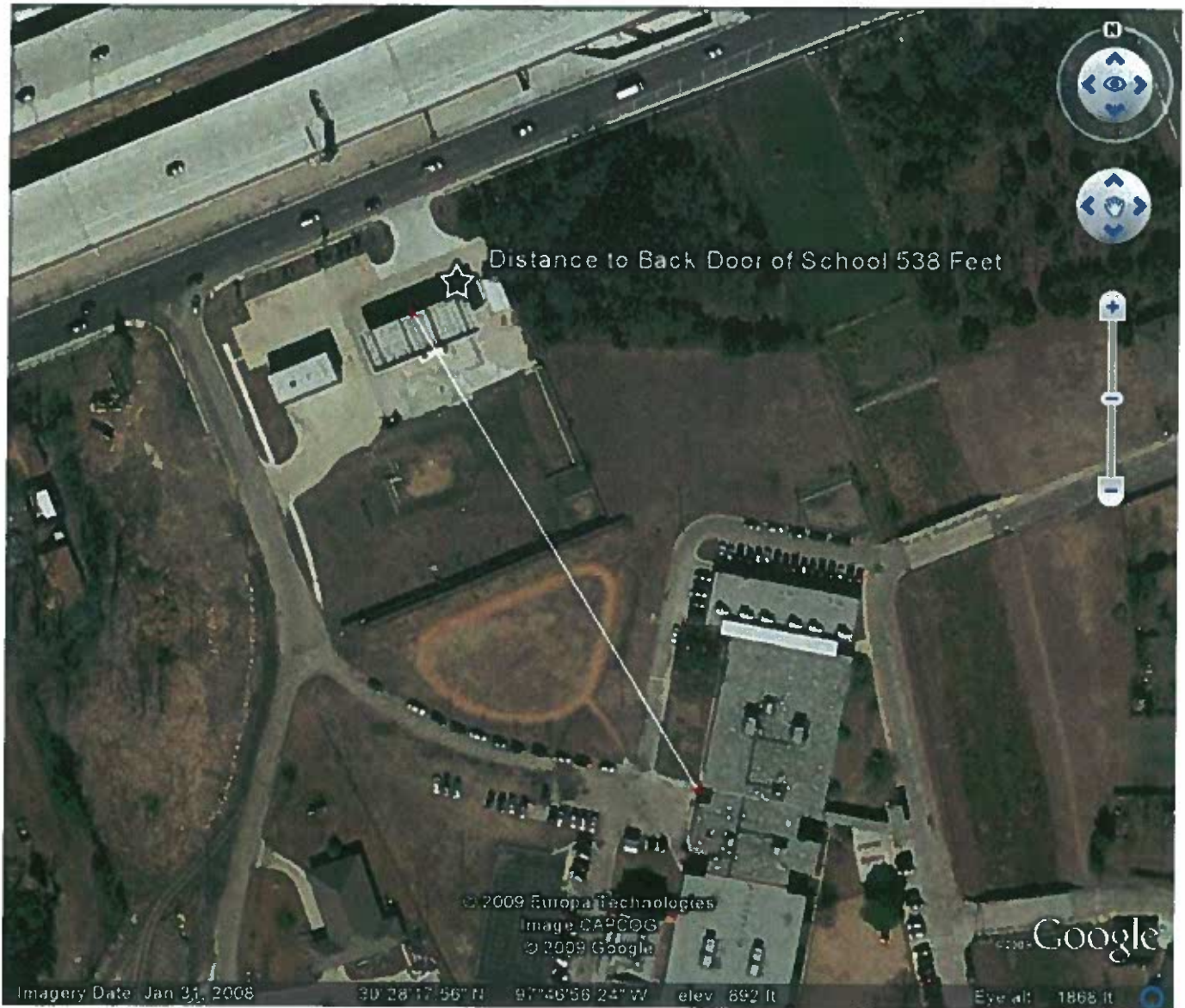


EXHIBIT C

BUSINESSES CURRENTLY OPERATING ON PROPERTY



EXHIBIT D

NASWC CONCERNS FOR AUTOMOTIVE USES UNDER GR ZONING

We believe that Automotive Repair Services is not a compatible usage for properties adjacent to the NASWC Residential Community because:

1. Historically, the owners use industrial metal buildings, surrounded by fencing with razor wire for security.
2. Repair shops will stockpile used car parts, tires, batteries, oils, and chemicals.
3. Mechanics need to test drive vehicles, and in our case, any test drive will occur on our community streets, through adjacent school zones, endangering our children.
4. The shops have noise levels in excess of 50db, which is in excess of the allowed levels, and might operate beyond 10 pm at night.
5. It will endanger Lake Creek and its riparian habitats by spilling or dumping liquids onto the ground or into the drainage easement.

In addition, it is clear to us that automotive repair shops belong in industrial settings and not in single family residential settings because of:

- a. The storage, use and spills of oils, fuels, solvents, battery acids, and chemicals on the property;
- b. The use of carburetor cleaning equipment that must be serviced by licensed technicians and the chemicals for them conveyed in trucks sanctioned by numerous governmental agencies (including TxDOT and the Railroad Commission); and
- c. The use of caustic cleaning agents in steam cleaners or sprayers, which has the potential to become airborne.



February 11, 2010

The Honorable Lee Leffingwell, Mayor
Mayor Pro Tem Mike Martinez
Members of the Austin City Council
C/O Ms. Sherri Sirwaitis
Neighborhood Planning & Zoning Department
P.O. Box 1088
Austin, TX 78767-1088

C14-2009-0110
Update to our Letter of Opposition

Dear Mayor Leffingwell, Mayor Pro Tem Martinez, and City Council Members,

At this time, we stand by our Letter of Opposition as written on January 18, 2010 and submitted to the Backup Materials for the City Council, and continue in our Opposition to unrestricted GR zoning on this property.

The recommendation by the ZAP Commission on December 15, 2009, was for the Owner and NASWC to work on a private Restrictive Covenant to address the automotive issues of this case. Both parties agreed when asked by the Chair of the Commission. NASWC has been willing to work in good faith on such a document to allow for the two current businesses to continue in operation while addressing our other concerns against unrestricted GR zoning.

At the City Council hearing on January 28, 2010 a postponement was granted at the request of the Owner/Agent. NASWC agreed to this request, based on the Agent's stated reason that the Owner needed time to work on this Restrictive Covenant.

However, after almost a week without hearing from the Owner/Agent, NASWC contacted the agent on February 3rd and was told that the Owner would be calling us.

After another week without hearing from the Owner/Agent, NASWC contacted the Owner directly on February 9th to ask for an update. In response to our call, the Owner replied that he and the owner of the RV Rental business operating on the site would like to meet with us to discuss the concerns of both parties. A meeting has

been scheduled for February 15, 2010; however there has been no indication that working on the restrictive covenant is part of this agenda.

The Owner has demonstrated a disregard for the existing zoning on the property by having 2 illegal uses and not filing for rezoning until after investigation by Code Enforcement; he has delayed accepting our offer to work together to allow the current uses to continue and to address neighborhood concerns for other uses under GR zoning. Following the second hearing before the Zoning & Platting Commission he has not demonstrated any initiative to work on a private document as instructed by the Commission. Given these circumstances, we believe that enforcing a private agreement would potentially be inviting future litigation and be a financial burden upon the neighborhood association; and as time goes by, we are becoming less amenable to this option.

Attached are additional photos of the Property and the businesses currently in operation on the site.

Thank you for your consideration of our concerns in this case.

Respectfully yours,
Cathy F. Mandell
Cathy F. Mandell
Chair, NASWC Zoning

13003 Sherbourne
Austin, TX 78729
258-2008
cmandell@pointech.com

NASWC PHOTOS

PHOTO 1: Looking north from the northwest corner of Forest North Elementary School building



PHOTO 2: Forest North Elementary School Track in the foreground, looking north



NASWC PHOTOS

PHOTO 3: View of Back of the Property taken from Lyndhurst Street



PHOTO 4: View of Front of Property taken from Lyndhurst Street



February 10, 2010

The Honorable Lee Leffingwell, Mayor
Mayor Pro Tem, Mike Martinez
Members of the Austin City Council
C/o Ms. Sherri Sirwaitis
Neighborhood Planning & Zoning Department
P.O. Box 1088
Austin, Texas 78767-1088

Re: Letter of Opposition
Case # C14-2009-0110

Mayor, Mayor Pro Tem, and Members of the Austin City Council:

It has recently come to the attention of the parents at Forest North Elementary that the owner of the property located on the adjacent property next to the school at the corner of Lyndhurst and 620/SH45 is petitioning for a zoning change.

I have been a parent at the school since 2001 and a resident of the neighborhood even longer, and have some familiarity with the property requesting the zoning change. If memory serves me correctly, the original owner was granted an exemption, of sorts, due to the placement of the car wash on the property. It was not an open door to allow other types of businesses that are deemed inappropriate for close proximity to a school. I also believe that original exemption was made in good faith working in conjunction with the Forest North Neighborhood Association.

I understand that the current owner is asking for the type of zoning that was granted with those limited conditions. I must object to that. As parent of a current school child(ren), and a resident of the Forest North neighborhood, we should have a reasonable expectation of predictability regarding this property's

use. I am concerned about "lowering" the zoning code, which would allow businesses that would not be appropriate next to our school. Our school children play on the back playground and use the school track daily for PE and recess. The entire back area is utilized for school events and carnivals. The new GR zoning code would expand and relax the current code, which might allow the current owner to lease to a whole array of businesses that might attract a clientele that we do not necessarily want in close proximity to elementary school children.

There are also noise, smell, chemical usage, traffic and aesthetic issues to consider as well. This property is on the corner of one of the limited entrances to our neighborhood community. The street next to the property is a narrow, 2-lane street. It is traveled and used by kids who ride and bike and by the residents of the townhomes across the street, and as an entrance and exit route by parents and buses to our school. We are definitely concerned about any change that could add an increased safety hazard to an already busy area.

I realize that with the construction and opening of Toll 45, property owners that own frontage along that road may think it automatically entitles them to commercial zoning changes, but I believe these changes should be made with caution. The property needs to be evaluated and the impact on the surrounding community must be considered. In this case, with an elementary school backing right up to the property, extreme caution must be exercised.

I am asking the Zoning Commission and the City Council to please refuse the request of this owner to change the zoning code of this property. I am also attaching photos to show the view of the property as it relates to the school property.

Respectfully submitted,
Janet Harris
Parent, Forest North Elementary
Resident, Forest North Subdivision
13406 Wisterwood
Austin, Tx 78729
512-331-9423



Standing at the back door of the school looking toward the subject property.



Standing at the end of the kindergarten wing and looking toward subject property.



Standing at the entrance to the running track.



Standing at the back end of the track area.



Standing in the driveway entrance of the school looking toward subject property.



Standing in the driveway entrance of the school looking in the other direction.

February 10, 2010

The Honorable Lee Leffingwell, Mayor
Mayor Pro Tem Mike Martinez
Members of the Austin City Council
C/o Ms. Sherri Sirwaitis
Neighborhood Planning & Zoning Department
P.O. Box 1088
Austin, TX 78767-1088

Case number C14-2009-0110
LETTER OF OPPOSITION

Dear Mayor, Mayor Pro Tem, and Members of the Austin City Council:

As PTA President of Forest North Elementary, it has recently come to my attention that the owners of the property located at the corner of 620 and Lyndhurst, adjacent to the school, are petitioning for a zoning change. On behalf of our PTA, and all of the families and students in our residential community, I strongly urge you to deny their request.

The property line in question has a back slab that is only 159 feet from the school's track area and only 450 feet from the back slab to the actual back door of the school. While it is the back of the school, that area is used daily by the students during P.E. and recess, and it is also used throughout the year for special events like our school carnival, proving that this space is integral to the full use of Forest North Elementary. GR zoning in this area could allow businesses that could negatively influence our children to literally operate within their sight. Some types of businesses allowed with GR zoning run the risk of exposing our children to industrial fumes and noises at risk to their health and the long term success of our school. Additionally, businesses such as automotive businesses introduce the risk that the narrow street that runs along the property, which is used daily by students on foot and on bike without adequate sidewalks or buses, would be used for test drives through the neighborhood. This would create an unacceptable safety hazard. And finally, some businesses allowed under GR could lower the moral integrity of the neighborhood by the nature of the business or the type of clientele they invite. The PTA is very concerned about these risks and asks you to exercise caution in the zoning of any property that could potentially impact a bordering or nearby school.

Previous Zoning Department comments stated that the conditions in this area of the city have changed since this property now fronts the feeder of FM 620/SH-45, and I am concerned that this interpretation makes the property more susceptible to the possibility of GR zoning. While it is true that a freeway has been added to front of this property, what is being overlooked is the existing residential neighborhood and elementary school. For the families living in this part of NW Austin, nothing about our lives here has changed. If anything, it has made this small entrance more important to our neighborhood and more vulnerable to unsafe drivers or increased traffic. Lyndhurst remains a narrow two lane street with intermittent sidewalks, and many students use this road to walk or bike to and from school daily. With fewer entrances to

our neighborhood, the businesses on the border have a larger impact on the perception of our neighborhood. Questionable businesses, especially in sight of young school children, would undeniably lower the perception of the quality of life and quality of education the Forest North neighborhood provides. Ultimately, this would have a tremendously negative impact on our school.

For the wellbeing of our school and children, I request that the Austin City Council prohibit the following GR uses on this property:

- Commercial Uses
 - Automotive Rentals
 - Automotive Repair Services
 - Automotive Sales
 - Bail Bond Services
 - Commercial Off-street Parking
 - Drop-off Recycling Facility
 - Exterminating Services
 - Off-Site Accessory Parking
 - Pawn Shop Services
 - Personal Improvement Services
 - 24-Hour Services/ Businesses
- Civic Uses
 - Congregate Living
 - Group Home, Class I (General)
 - Group Home, Class I (Limited)
 - Group Home, Class II
 - Guidance Services
 - Residential Treatment

Previously the Zoning and Platting Commission advised our neighborhood association against bringing GR zoning into the neighborhood (C14-2006-0003). The property currently in question is approximately one-half block from that case and is closer to our elementary school, where it shares a common property line. I strongly believe that unrestricted GR zoning or GR-CO zoning that allows any of the objectionable uses outlined above would be unacceptable. Please remain consistent and oppose GR zoning in our residential neighborhood and near our school, so Forest North may remain a safe and quiet neighborhood for our children to grow up.

Respectfully,
Cynthia Nelson
Forest North Elementary PTA President
Concerned Parent
965-7520
cynthiawnelson@sbcglobal.net

Sirwaitis, Sherri

From: shaw hamilton [REDACTED]
Sent: Wednesday, February 17, 2010 1:13 PM
To: Sirwaitis, Sherri
Subject: 13505 RR 620 American Adventures

Sherry, We have been talking to the neighborhood and not getting anywhere. So we have put what we wanted as a happy median. Here are the uses that we would like: Administrative Office, Automotive rental, repair and sales, and Automotive washing, General Retail Sales (convenience and general), Personal Improvement services, Professional Office, Service Station, Printing and publishing. This ends up being 11 use out of the 62 allowed uses. We feel that these uses are compatible with the surrounding uses.

Thanks!

Shaw Hamilton, president

Shaw Hamilton Consultants
6815 A Thorncliffe Dr. Austin Tx 78731
cell: 512-791-0778

Hotmail: Trusted email with powerful SPAM protection. [Sign up now.](#)

2/17/2010



October 6, 2010

Mr. Don Holcomb
7600 North Capitol of Texas Hwy – B-110
Austin, TX 78731

RE: Restrictive Covenant

Dear Mr. Holcomb,

Enclosed please find the Restrictive Covenant prepared for the property located at 13505 North FM 620 Road – City of Austin Zoning Case #C14-2010-0110.

It has been signed and notarized by NASWC president, Scott Smidt, and is ready for filing with Williamson County.

Per our conversation on September 21, 2010 at your office, you requested that we return the document to you to record with the county and that you would contact NASWC attorney Chip Somerville about scheduling the next hearing before Austin City Council. If this has changed, please advise.

Thank you.

Sincerely yours,

Cathy Mandell
Chair, NASWC Zoning
512-258-2008
cmandell@pointech.com

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("this Declaration") is made this 4th day of October, 2010, by Hamid R. Zarafshani and Vickie L. Clark (collectively referred to collectively as the "Owner") and accepted by The Neighborhood Association of Southwestern Williamson County (the "Association"), a Texas nonprofit corporation, as provided herein.

Recitals

WHEREAS, the Owner owns that certain tract of land in Austin, Williamson County, Texas, legally described as: Lot One (1), BRANDON ACRES, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet J, Slide 195, Plat Records of Williamson County, Texas, SAVE AND EXCEPT that certain 0.0103 acre of land awarded to the State of Texas by Judgment of Court in Absence of Objection dated September 11, 2003, in the Condemnation Proceedings filed under Cause No. 03-0386-CC3 in the County Court at Law No. 3, in Williamson County, Texas, and as recorded in Document No. 2003109639 of the official Public Records of Williamson County, Texas (the "Property"); and

WHEREAS, a residential subdivision known as Forest North is located in the vicinity of the Property; and

WHEREAS, Forest North is located within the area represented by the Association; and

WHEREAS, the Property is presently zoned under the City of Austin Zoning Ordinance as GR-CO (Community Commercial – Conditional Overlay); and

WHEREAS, the Owner filed an application with the City of Austin, Texas, for the purpose of rezoning the Property to GR; and

WHEREAS, on January 19, 2010, the City of Austin Zoning and Platting Commission (the "Commission") recommended that the Property be zoned as GR-CO (Community Commercial – Conditional Overlay) with conditions which are set forth in "Exhibit A", the Zoning Change Review Sheet, attached hereto for reference; and

WHEREAS, the Owner requested the support of the Association for said rezoning application; and

WHEREAS, the Owner, in consideration of the Association's support of its rezoning application (conditioned upon such rezoning being consistent with the terms and conditions of this Declaration), has agreed to adopt a uniform plan for the orderly development of the Property and insure the implementation of the plan to protect the value of the Property and the Benefited Property (as hereinafter defined), and

WHEREAS, the Owner and the Association have agreed that in exchange for the Owner's agreement to all of the provisions, restrictions, covenants, terms and conditions of this Declaration, the Association supports the Property being zoned GR-CO (Community Commercial – Conditional Overlay) subject to the Conditional Overlay restricting the Property from the uses described in Item No. 5 of the "Property Use and Restrictions" section of this Declaration;

WHEREAS, the Owner and the Association desire to evidence their agreement in the form of restrictive covenants recorded in the Official Public Records of Williamson County, Texas;

NOW, THEREFORE, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby adopts, and imposes the following restrictions, covenants and conditions upon the Property which shall constitute covenants running with the land and shall be binding upon and be a burden on the Property, the Owner, the Owner's heirs, executors, administrators, representatives, successors and assigns, and shall be binding upon and inure to the benefit of the Association and the owners of each of the tracts, lots or parcels of land situated within the bounds of the Benefited Property (collectively the "Benefited Tracts") and the Property shall be held, used, conveyed and occupied subject to the restrictions, covenants and conditions set forth herein (the term "Benefited Property" being defined below).

Definitions

"Association" means The Neighborhood Association of Southwestern Williamson County, a Texas nonprofit corporation, or any successor organization.

"Automotive Rental" shall be defined as the use of a site for the rental of automobiles, noncommercial trucks, trailers, or recreational vehicles, including incidental parking and servicing of vehicles. This use includes auto rental agencies, trailer rental agencies, and taxicab parking and dispatching

"Automotive Repair Services" shall be defined as the use of a site for the repair of automobiles, noncommercial trucks, motorcycles, motor-homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. This use includes muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, body and fender shops, and similar repair and service activities, but excludes dismantling or salvage.

"Automotive Sales" shall be defined as the use of a site for sale or rental of automobiles, noncommercial trucks, motorcycles, motor-homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. This use includes new and used car dealerships, motorcycle dealerships, and boat, trailer, and recreational vehicle dealerships.

"Bail Bond Services" shall be defined as the use of a site by a licensed bail bond surety to provide bail bond services regulated by Texas Occupations Code Chapter 1704. The use does not include bail bond services that are provided by an attorney and that are exempt from the state licensure requirements under Texas Occupations Code Section 1704.163.

"Benefited Property" means the property zoned or used as single-family residential in Forest North Estates Subdivisions north of Lonsdale Street and west of Broadmeade Avenue, and those houses which border on either side of Lonsdale Street and Broadmeade Avenue to the north of Lonsdale Street, and those houses to the east of Broadmeade Avenue and north of Lake Creek to include houses along Quilberry Drive, Queensland Drive, Paddington Circle, Bayswater Garden, Chapel Down, Threadbo Street, Beauchamp Square, and Briar Hollow Drive and extending to RR 620/SH-45 on the north. The approximate location of the Benefited Property is shown on the map in Exhibit "B" attached hereto.

"Benefited Tracts" shall be defined as each and every tract, lot or parcel of land situated, in whole or in part, within the bounds of the Benefited Property. For the purposes of this Declaration, each individual condominium unit situated within the bounds of the Benefited Property shall be deemed to be a Benefited Tract. For purposes of calculations with respect to amendment, modification or termination of this Declaration, the total number of Benefited Tracts shall be deemed to be the total number of Benefited Tracts then in existence as of the recited effective date of the document by which such amendment, modification or termination is made.

"Commercial Off-Street Parking" shall be defined as the use of a site for the parking of motor vehicles

on a temporary basis within a privately owned off-street parking facility. This use includes commercial parking lots and garages and excludes parking as an accessory use.

“Congregate Living” shall be defined as the use of a site for the provision of 24 hour supervision and assisted living for more than 15 residents not needing regular medical attention. This use includes personal care homes for the physically impaired, mentally retarded, developmentally disabled, or persons 60 years of age or older, basic child care homes, maternity homes, and emergency shelters for victims of crime, abuse, or neglect.

“Drop-Off Recycling Collection Facility” shall be defined as a facility used for the collection and transfer, but not the actual processing, of recyclable materials. Recyclable materials include glass, paper, plastic, cans, or other source-separated, nonputrescible materials, and excludes motor oil, chemicals, household appliances, tires, automobiles, automobile parts, and putrescible materials.

“Exterminating Services” shall be defined as the use of a site for the eradication or control of rodents, insects, or other pests with incidental storage on sites other than where the service is rendered.

“Group Home – Class I (Limited)” shall be defined as the use of a site for the provision of a family-based facility providing 24 hour care in a protected living arrangement for not more than 6 residents and 2 supervisory personnel. This use includes foster homes, congregate living facilities for persons 60 years of age or older, maternity homes, and homes for persons with physical or mental impairments not listed in the description of family home use. Persons with physical or mental impairments are persons whose impairments substantially limit one or more of the persons' major life activities, who have a record of the impairment, or who are regarded as having the impairment, as defined in the Americans with Disabilities Act.

“Group Home – Class II” shall be defined as the use of a site for the provision of a family-based facility providing 24 hour care in a protected living arrangement for not more than 15 residents and not more than 3 supervisory personnel. This use includes homes for juvenile delinquents, halfway houses providing residence instead of institutional sentencing, and halfway houses providing residence to those needing correctional and mental institutionalization.

“Guidance Services” shall be defined as the use of a site for the provision of daytime counseling, guidance, recuperative, or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar condition.

“Off-Site Accessory Parking” shall be defined as the use of a site for the provision of parking spaces, together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, located on a different site from the principal use.

“Owner” and “Owners” shall mean Hamid R. Zarafshani and Vickie L. Clark and any and all current or future owners, whether one or more persons or entities, of the Property or any part thereof or any interest therein.

“Pawn Shop Services” shall be defined as the use of a site for the lending of money on the security of property pledged in the keeping of the pawnbroker, and the incidental sale of the property.

“Personal Improvement Services” shall be defined as the use of a site for the provision of informational, instructional, personal improvement, and similar services of a nonprofessional nature. This use includes photography studios, driving schools, health or physical fitness studios, reducing salons, dance studios, and handicraft or hobby instruction.

“Property” shall mean the property legally described as: Lot One (1), BRANDON ACRES, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet J, Slide 195, Plat Records of Williamson County, Texas, SAVE AND EXCEPT that certain 0.0103 acre of land awarded to the State of Texas by Judgment of Court in Absence of Objection dated September 11, 2003, in the Condemnation Proceedings filed under Cause No. 03-0386-CC3 in the County Court at Law No. 3, in Williamson County, Texas, and as recorded in Document No. 2003109639 of the Official Public Records of Williamson County, Texas.

“Residential treatment” shall be defined as use is 24 hour supervision, counseling, or treatment for more than 15 residents not needing regular medical attention. This use includes alcohol and chemical dependency rehabilitation facilities, facilities to which persons convicted of alcohol or drug-related offenses are ordered to remain under custodial supervision as a condition of probation or parole, and residential care facilities and halfway houses for the emotionally ill.

Property Use and Restrictions

Except as specifically restricted or provided herein, the Property may be developed and used in accordance with the regulations established for the GR community commercial base district and other applicable requirements of the Land Development Code for the City of Austin, Texas, subject to the herein referenced Conditional Overlay and all of the provisions, restrictions, covenants, terms and conditions of this Declaration.

The Association supports rezoning of the Property as GR-CO (Community Commercial – Conditional Overlay) with the Conditional Overlay as described herein and the Property may be used for uses permitted under such zoning, subject to the provisions, restrictions, covenants, terms and conditions of this Declaration. The Parties recognize and agree that this Declaration is separate from, and independent of, the zoning ordinance and associated Conditional Overlay.

1. Automotive Rental use shall be limited to vehicles described and defined as Recreational Vehicles to include RV, Motorhomes (Class A, Class B, and Class C); Towable RVs to include 5th Wheel or Travel Trailer, Folding Camping Trailer, Truck Camper. The rental of all other vehicles, motorized or self-propelled, shall be prohibited.
2. Automotive Repair use shall be limited to repair services described and defined as Paintless Dent Repair and/or Windshield Repair and Replacement. No other automotive repair operations, procedures or techniques shall be permitted to be performed or conducted on the Property.
3. No portion of the Property shall be used, in whole or in part, for any of the following purposes: (a) a tattoo parlor or body art studio; (b) an establishment for body piercing or branding; (c) an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation, magazines, books, movies, videos, photographs or so called “sexual toys”) or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts or lingerie modeling); (d) a sexually oriented massage parlor.
4. No portion of the Property shall be used for any 24-hour uses.
5. The Property is restricted from the following uses: Automotive Sales, Bail Bond Services, Commercial Off-Street Parking, Drop-Off Recycling Collection Facility, Exterminating Services, Off-Site Accessory Parking, Pawn Shop Services, Congregate Living, Guidance Services, Group Home (Class I) General,

and Group Home (Class II) Residential Treatment.

6. **Certain Medical Uses Restricted.** No business shall be established or conducted on the Property to perform an abortion and no abortion shall be performed on the Property unless such procedure is necessary to save the life of the woman upon whom the abortion is performed or is otherwise required by applicable law. The purpose of this provision is not to assert a position regarding the issue of abortion. Instead, because the Property is located immediately adjacent to a public elementary school, ~~the~~ this provision is included in order to address safety concerns and to avoid the increased possibility of disruptive activity and behavior, both legal and illegal, that on occasion occurs on or in the immediate vicinity of sites upon which abortions are performed.
7. **Prohibited Uses.** The Property may not be used for any use not permitted under the specific zoning classification for the Property.

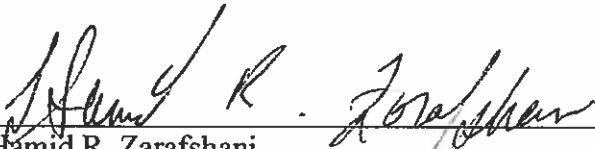
General Provisions

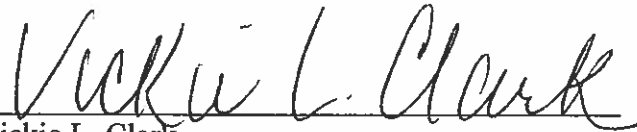
1. The Owner hereby stipulates, covenants and agrees that there is privity of estate between the Owner, the Association, and the owners of all of the Benefited Tracts or any part thereof or any interest therein and that all of the provisions, restrictions, covenants, terms and conditions herein are and shall be deemed and considered to be real covenants running with the land and shall be binding on the Owner and the Owner's heirs, executors, administrators, representatives, successors and assigns and shall inure to the benefit of the Association, each owner of any or all of the Benefited Tracts or any part thereof or any interest therein and their respective heirs, executors, administrators, representatives, successors and assigns.
2. These provisions, restrictions, covenants, terms and conditions may be enforced by the Owner, the Association, or any owner of a Benefited Tract or any part thereof of any interest therein and their respective heirs, executors, administrators, representatives, successors and assigns. No failure to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right.
3. If any party entitled to enforce these covenants undertakes procedures in law or in equity to prevent or terminate their violation, such party shall be entitled to seek injunctive relief, damages and such other relief as may be available at law or in equity. A prevailing party asserting such action shall be entitled to receive reasonable attorneys' fees.
4. In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or lack of enforceability shall not affect any other provision hereof.
5. These covenants may not be amended or modified, nor may any of the terms hereof be waived, except by the recording in the Official Public Records of Williamson County, Texas of a written instrument signed by all of the persons and parties then owning all interest in the Property, including all parts thereof and interest therein and by the Association, or, if the Association no longer exists, by its successor organization, but if no successor organization then exists by the then owners of seventy-five percent (75%) of the total number of the then existing Benefited Tracts.
6. These covenants shall be effective for a term of twenty years from the date hereof, after which time they shall be automatically extended for successive ten-year periods, unless terminated, modified or amended

by the recording in the Official Public Records of Williamson County, Texas of a written instrument signed by all of the persons and parties then owning all interest in the Property, including all parts thereof and interest therein and by the Association, or, if the Association no longer exists, by its successor organization, but if no successor organization then exists by the then owners of seventy-five percent (75%) of the owners of the total number of the then existing Benefited Tracts.

7. By acceptance of a deed by any person or party, by the acquiring of any ownership interest by any person or party or by the vesting of title in any person or party of any or all of the Property or any part thereof or any interest therein, each such person or party and such person's or party's heirs, executors, administrators, representatives, successors, and assigns shall be deemed to be bound, and shall be bound, to all of the provisions, restrictions, covenants, terms and conditions of this Declaration, and any future amendments of this Declaration.
8. All Exhibits referenced herein are attached hereto and incorporated herein for all purposes.


OWNERS:


Hamid R. Zarafshani


Vickie L. Clark

ASSOCIATION:

The Neighborhood Association of Southwestern Williamson County,
a Texas nonprofit corporation

By:  PRESIDENT
Scott Smidt, President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on 8-24, 2010 by Hamid R. Zarafshani.



Tiffany Delight Hanney

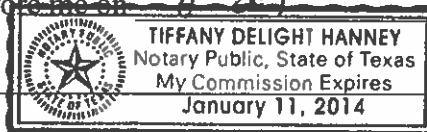
Notary Public - State of Texas

Printed Name: Tiffany Delight Hanney

Commission expires: 1-11-2014

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on 8-24, 2010 by Vickie L. Clark.



Tiffany Delight Hanney

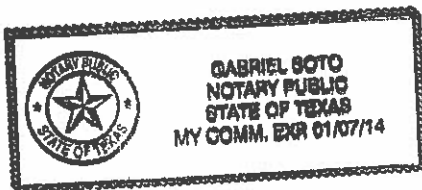
Notary Public - State of Texas

Printed Name: Tiffany Delight Hanney

Commission expires: 1-11-2014

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 4th, 2010 by Scott Smidt, President of The Neighborhood Association of Southwestern Williamson County, a Texas nonprofit corporation, on behalf of said corporation.



Gabriel Soto

Notary Public - State of Texas

Printed Name: Gabriel Soto

Commission expires: 01/07/2014

AFTER RECORDING RETURN TO:
Neighborhood Association of Southwestern Williamson County
P.O. Box 170297
Austin, TX 78717

EXHIBIT "A"

Zoning Change Review Sheet
(Mr. Holcomb to provide)

ZONING CHANGE REVIEW SHEET

CASE: C14-2009-0110

Z.A.P. DATE: November 3, 2009
November 17, 2009
December 15, 2009
January 19, 2010

ADDRESS: 13505 North F.M. 620 Road

OWNER/APPLICANT: Hamid Zarafshani / American Adventure RV Rentals, LLC

AGENT: Shaw Hamilton Consultants (Shaw Hamilton)

ZONING FROM: GR-CO

TO: GR

AREA: 2.16 acres

SUMMARY STAFF RECOMMENDATION:

The staff's recommendation is to grant GR, Community Commercial District, zoning for this property.

ISSUES:

On December 17, 2009, the applicant made a request of City Council to send this case back before the Zoning and Platting Commission in light of new information that he had obtained concerning the ownership of the property. Therefore, the City Council has sent the case back to the Zoning and Platting Commission for re-consideration on January 19, 2010. The case was also postponed to the January 28, 2010 City Council meeting at the applicant and the neighborhood's request.

ZONING AND PLATTING COMMISSION RECOMMENDATION:

11/03/09: Postponed to November 17, 2009 at the neighborhood's request (7-0); D. Tiemann-1st, T. Rabago-2nd.

11/17/09: Postponed to December 15, 2009 at the neighborhood's request (6-0, D. Tiemann-absent); S. Baldridge-1st, T. Rabago-2nd.

12/15/09: Approved GR-CO zoning (Vote: 7-0, D. Tiemann-1st, P. Seeger-2nd), with following conditions: 1) No 24-hour uses; 2) Prohibit the following uses – Automotive Rentals, Automotive Repair Services, Automotive Sales, Bail Bond Services, Commercial Off-Street Parking, Drop-Off Recycling Collection Facility, Exterminating Services, Off-Site Accessory Parking, Pawn Shop Services, Personal Improvement Services, Congregate Living, Group Home, Class I (General), Group Home, Class I (Limited), Group Home (Class II), Guidance Services, Residential Treatment.

01/19/10: Approved GR-CO zoning, with following conditions: 1) No 24-hour uses; 2) Prohibit the following uses – Automotive Sales, Bail Bond Services, Commercial Off-Street Parking, Drop-Off Recycling Collection Facility, Exterminating Services, Off-Site Accessory Parking, Pawn Shop Services, Personal Improvement Services, Congregate Living, Group Home, Class I (General), Group Home, Class I (Limited), Group Home (Class II), Residential Treatment and encourage the neighborhood and the applicant to enter into a private restrictive covenant before 3rd reading of the case at City Council that will limit the

type of Automotive Rental and Automotive Repair uses allowed on the site (Vote: 5-2, D. Tiemann. T. Rabago-No; S. Baldrige-1st, P. Seeger-2nd).

DEPARTMENT COMMENTS:

The property in question is developed with an automotive repair use (auto dent repair services) and a vacant service station/car wash use (former Shell Station). There is currently an illegal automotive rentals use (American Adventure recreational vehicle rentals) and automotive repair use (Dent Star) on the site. The applicant is requesting GR, Community Commercial District, zoning to remove the conditional overlay on the property from zoning case C14r-86-060, that states the following:

- 1) The Property shall be restricted to those permitted and conditional uses authorized in the "LR" Neighborhood Commercial district uses, except that a) Automotive Washing (automatic and mechanical) and b) Automotive washing (self service) uses as defined in Section 13-2-3 of the Austin City Code shall be permitted.*
- 2) Filtration controls required by the Austin City Code of 1981 shall be located on the site.*

The rezoning of this site to the GR district will allow that applicant to bring the existing uses on the site into conformance with zoning use regulations in the Land Development Code.

The staff recommends the applicant's request to rezone this property to remove the existing conditional overlay because conditions in this area of the City have changed as this property now fronts onto the feeder of a tollway (North S.H. 45 Westbound) and recently expanded major arterial roadway, North F.M. 620. The site under consideration is located adjacent to GR-CO zoning to the east and west. There is NO-CO zoning to the south that acts as a buffer between the property in question and the elementary school to the south.

The applicant agrees with the staff's recommendation.

EXISTING ZONING AND LAND USES:

	ZONING	LAND USES
<i>Site</i>	GR-CO	Vacant Uses (Shell Service Station and Car Wash), Vacant Use (Penzoil Lube Center): Currently the lube center structure is being used for automotive dent repair (Dent Star) and there is an illegal automotive rentals use on the old service station property (American Adventures RV Rentals)
<i>North</i>	PUD (Leander Rehabilitation PUD)	Designated for CRE uses which allow for a variety of residential, civic, and commercial uses
<i>South</i>	NO-CO, I-RR	Detention Area, Forest Creek Elementary School
<i>East</i>	GR-CO	Undeveloped
<i>West</i>	GR-CO	Vacant Use (Penzoil Lube Center)

AREA STUDY: N/A

TIA: N/A

WATERSHED: Lake Creek

DESIRED DEVELOPMENT ZONE: Yes

CAPITOL VIEW CORRIDOR: N/A

HILL COUNTRY ROADWAY: N/A

NEIGHBORHOOD ORGANIZATIONS:

Austin Monorail Project
Austin Northwest Association
Austin Parks Foundation
Davis Springs Homeowners Association
Home Builders Association of Greater Austin
Homeless Neighborhood Association
League of Bicycling Voters
Neighborhood Association of SW Williamson County
Round Rock ISD
Super Duper Neighborhood Objectors and Appealers Organization

CASE HISTORIES:

NUMBER	REQUEST	COMMISSION	CITY COUNCIL
C14-2008-0077	I-RR to MF-3* *On May 14, 2008, the staff received a letter from the applicant asking to amend their zoning request from MF-3 to SF-6.	5/20/08: Recommended SF-6-CO zoning, with conditions (7-0, J. Martinez-absent): Limit the site to a maximum of thirty (30) residential units; Prohibit the following non-residential and non-civic uses: Special Use Historic, Urban Farm; Require a fifteen (15) wide vegetative buffer along the southern property line to create a visual screen between the property in question and the residential uses to the south.	6/18/08: Re-noticed for the July 24, 2008 City Council meeting to comply with Ordinance No. 20080515-033 7/24/08: Approved SF-6-CO zoning was approved by consent (5-0, Code and Shade- off the dais); all 3 readings
C14-2008-0010	GR-CO to GR	2/05/08: Postponed to February 19, 2008 by the neighborhood (8-0); J. Martinez-1 st , T. Rabago-2 nd . 2/19/08: Postponed to March 18, 2008 by the applicant (5-0, K. Jackson-not arrived yet, T. Rabago/ J. Martinez-absent); J.Gohil-1 st , J. Shieh-2 nd . 3/18/08: Case withdrawn by the applicant at the meeting. No action required by the Commission.	N/A
C14-06-0003	MF-3-CO to GR	3/07/06: Motion to approve GR-CO district zoning with conditions of a 2,000 vehicle trip limit, limit GR district uses to Personal	4/06/06: The case was withdrawn by the applicant

		<p>Improvement Services & Medical Office (not exceeding 5,000 sq. ft. of gross floor area); allow Neighborhood Office uses with the exception of the following: Counseling Services, Group Home I & II, & Residential Treatment. *With the recommendation that before Council action, the applicant will have a private restrictive covenant restricting the Personal Improvement Services use to cheerleading, ballet and gymnastics activities. Vote: (4-5, S. Hale, B. Baker, J. Martinez, M. Hawthorne, and J. Pinnelli-Nay); K. Jackson-1st, C. Hammond-2nd.</p> <p>Therefore, the staff's recommendation to deny the applicant's requests for GR-CO zoning is carried forward to the City Council.</p>	
C14-02-0160	I-SF-2 to GR	<p>12/11/01: Approved NO-CO zoning (8-0, A. Adams-off dias), with conditions of: 1) Limited site to driveway and drainage use, no habitable structures on the site. 2) Require chain link fencing along the southern property line with 15' vegetative buffer strip behind it. (Chain link fence would be all the way across the south property line, vegetative buffer would go along the southern property line from the existing pond west, across the entire property line, except where the existing pond is). 3) Include the conditions set out in Mike Lyday's Environmental Memorandum dated December 10, 2001.</p>	<p>12/12/02: Granted GR-CO – Subject to dedication of 75 feet of ROW and resolution of the 200 feet of ROW reservation from the future center line of FM-620 (7-0); 1st reading.</p> <p>12/12/03: Administrative- Case expired per Section 25-2-249(B), no 3rd reading occurred.</p>
C14-01-0161	SF-2 to GR	<p>12/11/01: Approved NO-CO w/ conditions (8-0)</p>	<p>2/7/02: Approved GR-CO w/ conditions agreed to between Neighborhood & Applicant (5-0); 1st reading</p>

			4/25/02: Approved ZAP rec. of NO-CO w/ changes in conditions (7-0); 2 nd reading only 5/23/02: Approved NO-CO (7-0); 3 rd reading
C14-98-0237	I-RR to MF-3	Approved staff's rec. of MF-3-CO, ROW dedication required (9-0)	Approved PC rec. of MF-3-CO w/ conditions (7-0); 1 st reading Approved MF-3-CO w/ conditions (6-0); deleted parkland dedication requirement; 2 nd /3 rd readings
C14-96-0101	TR1: GO, LR to GR TR2: LR-LO to MF-3-CO TR3: DR to GR	Approved staff's alternate rec. of GR (TR 1&3), Mf-3-CO (TR2), RR (9-0)	Approved PC rec. of GR (1&3); MF-3-CO (portion of TR2); RR (balance of TR2) w/conditions (6-0); all 3 readings
C14-95-0164	LR to CS-1	1/16/96: Approved GR-CO for entire tract, excluding recommended CS-1-CO, and resolve with property owner a voluntary set of development standards for area not within City limits (5-2-1)	3/07/96: Approved GR-CO subject to conditions (4-0); 1 st reading 4/25/96: Approved GR-CO (TR1) and CS-1-CO (TR2) subject to conditions (5-0); 2 nd /3 rd readings
C14-95-0163	GR-CO to CS-1	12/12/95: Approved GR-CO & RR w/ conditions (8-0)	3/07/96: Approved GR-CO subject to conditions (4-0); 1 st reading 4/25/96: Approved GR-CO (TR1); RR (TR2) w/ additional conditions (5-0); 2 nd /3 rd readings

RELATED CASES: Previous zoning cases on this site: C14-2008-0010 - withdrawn
C14-02-0160 - expired
C14r-86-060

ABUTTING STREETS:

NAME	ROW	PAVEMENT	CLASSIFICATION	DAILY TRAFFIC
FM 620 N	~440'	N/A	MAU 4 (existing, but 2025 plan proposes FWY)	N/A

CITY COUNCIL DATE: December 10, 2009

ACTION: Postponed at the staff's request to December 17, 2009 by consent (6-0, Martinez-absent); Morrison-1st, Shade-2nd.

December 17, 2009

ACTION: Postponed at the applicant and the neighborhood's request to January 28, 2010. The applicant requested that the case be sent back and re-heard by the Zoning and Platting Commission in light of new

information concerning ownership of the property (7-0); Spelman-1st, Cole-2nd.

January 28, 2010

ACTION: Postponed at the applicant's request to February 25, 2010 by consent (7-0)

February 25, 2010

ACTION:

ORDINANCE READINGS: 1st

2nd

3rd

ORDINANCE NUMBER:

CASE MANAGER: Sherri Sirwaitis

PHONE: 974-3057,
sherri.sirwaitis@ci.austin.tx.us

EXHIBIT “B”

Map of Benefited Party

EXHIBIT "B"

Map of Benefited Party

