

## RESTRICTIVE COVENANT TERMINATION REVIEW SHEET

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**CASE:** C14-75-042(RCT1)  
East Parke Residential

**Z.A.P. DATE:** November 18, 2014

**ADDRESS:** 5601 Durango Pass

**AREA:** 15.69 acres

**OWNER:** Continental Homes of Texas, LP (Richard Maier)

**AGENT:** A. Glasco Consulting (Alice Glasco)

**ZONING:** SF-3, LO

### **SUMMARY STAFF RECOMMENDATION:**

Staff recommends the restrictive covenant termination.

### **ZONING AND PLATTING COMMISSION RECOMMENDATION:**

November 18, 2014:

### **ISSUES:**

The proposed restrictive covenant termination (RCT) would eliminate requirements tied to a 1975 zoning case (City File #C14-75-042). A proposed rezoning request, C14-2014-0158, has been filed with the City to supersede the 1975 case and restrictive covenant. Several other restrictive covenant terminations (RCAs) and restrictive covenant terminations (RCTs) are proposed to allow consolidation of the parcels for redevelopment with single family residences. These are being processed under the following City File numbers: C14-75-042(RCA1), C14-75-042(RCA2), C14-75-042(RCT), C14-84-346(RCA1) and C14-84-346(RCA2). Please refer to *Exhibit A (Restrictive Covenant)*.

### **DEPARTMENT COMMENTS**

Unlike the other RCAs filed concurrent with this request, the original restrictive covenant only applied to property that is currently owned by the Applicant, so a RCT is possible. Please refer to *Exhibit B (Zoning Map)*. The Applicant proposes removing the following requirements with the RCT: 1. A 25-foot building height. 2. A lot on a LO [office] property developed with apartments may not be more dense than MF-3 [multi-family] density level; 3. A lot on a LO [office] property adjacent to SF-3 [residential] property must have a landscape plan prior to building permit; 4. A lot on a LO [office] property adjacent to SF-3 [residential] property must have an implemented landscape plan prior to certificate of occupancy; 3. If the property is subdivided, individual lots must comply with requirements; and 4. If the Planning Department ceases to exist, the appropriate City department will enforce the covenant. Please see *Exhibit C (Applicant Correspondence)*.

The subject property is located roughly 400-500 feet northeast of the intersection of US 183 and Loyola, but does not have access to either roadway. The property has access to Durango Pass and Coolbrook Drive, residential streets that are part of the residential neighborhood to the east. Properties in this neighborhood are mostly zoned SF-2, with a few SF-3 properties as well, and are developed with duplexes and single family residences. South of the property are parcels zoned P that are developed with park/open space features. To the west of the rezoning tract is undeveloped land. This area to the west is the remainder of the 1975 and 1984 zoning cases described in the previous section, and is comprised of parcels zoned GR, LO, MF-3, and SF-3. Immediately north of the rezoning tract is another residential area. Properties in this neighborhood are zoned SF-2 and SF-3, and are developed with duplexes and single family residences. LBJ High School is also located to the north, and is also SF-3.

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2**STAFF RECOMMENDATION:**

Staff recommends the restrictive covenant termination.

*1. The proposed zoning should promote consistent and orderly planning.*

The requirements that would be removed were not standard City requirements in 1975, but are now standard requirements. The existing restrictive covenants are a patchwork of outdated requirements that make cloud the property title and make regulatory application confusing. Since the Applicant owns the entire property covered by the original restrictive covenant, it is possible to recommend a restrictive covenant termination.

*2. The proposed rezoning does not grant an unequal benefit to the landowner.*

Removal and/or modification of the restrictive covenant will make the property subject to current City codes and regulations, which is more equal to other properties.

**EXISTING ZONING AND LAND USES:**

|       | ZONING             | LAND USES                              |
|-------|--------------------|--|
| Site  | SF-3, LO           | Undeveloped                            |
| North | SF-2, SF-3         | Duplex, Single family, LBJ High School |
| South | P                  | Parkland/ open space                   |
| East  | SF-2, SF-3         | Duplex, Single family                  |
| West  | GR, LO, MF-3, SF-3 | Undeveloped                            |

**NEIGHBORHOOD ORGANIZATIONS:**

Del Valle Community Coalition  
 East Austin Conservancy  
 East MLK Combined Neighborhood Association  
 University Hills Neighborhood Association  
 Austin Neighborhoods Council  
 FRS Property Owners Association

PODER  
 East MLK Combined Neighborhood Contact Team  
 University Hills Neighborhood Plan Contact Team  
 Bluebonnet Hills Association  
 LBJ Neighborhood Association

**CITY COUNCIL DATE/ACTION:**

December 11, 2014:

**ORDINANCE READINGS:** 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup>

**ORDINANCE NUMBER:**

**CASE MANAGER:** Heather Chaffin  
 e-mail: [heather.chaffin@austintexas.gov](mailto:heather.chaffin@austintexas.gov)

**PHONE:** 974-2122

THE STATE OF TEXAS )  
 ) 4-25-77 RECHA 4762 13-50  
COUNTY OF TRAVIS )

1-50-5503

WHEREAS, City National Bank of Austin, Austin, Texas,  
is the owner of the following described tract or parcel of land,  
lying and being situated in the City of Austin, Travis County,  
Texas, to-wit:

24.34 acres of land, a portion of the J. C. Tannehill League Survey #29 in Travis County, Texas, and being a portion of that 43.85 acre tract conveyed in a deed from Roy Q. Mills, Administrator of the Estate of Baxter Stubbs, Deceased, to Fred C. Morse, Sr., as recorded in Volume 1955, Page 108, Travis County Deed Records, as surveyed for Fred C. Morse, Sr., by Forrest B. Scott, Registered Public Surveyor, Austin, Texas.

BEGINNING at an iron stake found for the northeast corner of that 43.85 acre tract of land as conveyed in a deed from Roy Q. Mills, Administrator of the Estate of Baxter Stubbs, deceased, to Fred C. Morse, Sr., as recorded in Volume 1955, Page 108, Travis County Deed Records, as found fenced and used upon the ground;

THENCE with the southeast line of the said Fred C. Morse, Sr. 43.85 acre tract, as fenced and used upon the ground, S. 29° 45' W. 457.47 feet to an iron stake found for the southeast corner of the said Fred C. Morse, Sr., 43.85 acre tract;

THENCE with the most easterly southwest line of the said Fred C. Morse, Sr., 43.85 acre tract, as fenced and used upon the ground, courses numbering 1 and 2, as follows:

- (1) N. 60° 18' W. 1424.36 feet to an iron stake;
- (2) N. 59° 54' W. 671.53 feet to an iron stake in the east right-of-way line of Ed Bluestein Boulevard (Loop 111);

THENCE with the east right-of-way line of Ed Bluestein Boulevard, N. 10° 36' W. 610.53 feet to an iron stake in the northeast line of the said Fred C. Morse, Sr. 43.85 acre tract;

THENCE with the northeast line of the said Fred C. Morse, Sr., 43.85 acre tract, S. 60° 00' E. 2491.23 feet to the PLACE OF BEGINNING, containing 24.34 acres of land.

WHEREAS, as condition to the rezoning of portion of such property, and for the better development of the property within

such subdivision, the City Council of Austin, Texas, desires that City National Bank of Austin, and it has heretofore agreed to make, execute and deliver for the benefit of said property and for the City of Austin, a municipal corporation, certain restrictive covenants relating to such above described property; and

WHEREAS, such hereafter enumerated restrictive covenants will benefit the said City National Bank of Austin and also the City of Austin, a municipal corporation, and in order to effect the same this written instrument is made and entered into, NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS:

THAT, City National Bank of Austin, a national banking association, acting herein by and through its heretofore duly authorized and undersigned President, the owner of the hereinbefore described property, does hereby place and charge said hereinbefore described property (or such portion thereof as hereafter specifically designated) with the following restrictive covenants, which shall be deemed and considered as covenants running with the land, and which shall be binding upon the undersigned, its successors and assigns:

1. All of the following portions of such 24.34 acres of land, to-wit:

a. 1.294 acres of land out of and a part of the J. C. Tannehill League, Travis County, Texas, being also out of and a part of that certain tract containing 24.34 acres of land in a deed conveyed by R. J. Del Guidice to Central Texas Roofing Company of record in Volume 4647, Page 152, Deed Records of Travis County, Texas, described as follows, to-wit:

BEGINNING at the point of intersection of the northeasterly line of said 24.34 acre tract with the westerly line of "Lazy Creek Drive" a 70.00 foot wide street, said point of beginning being also the southeast corner of Lot 1, Block 8 of "Las Cimas Section One", a subdivision of record in Volume 65, Page 88, Plat Records of Travis County, Texas.

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THENCE with the proposed westerly line of "Lazy Creek" the following three (3) calls:

(1) a distance of 228.80 feet along the arc of a curve to the right whose radius = 914.60 feet, central angle =  $14^{\circ} 20'$  and whose long chord bears  $S 37^{\circ} 35' W$  a distance of 228.20 feet to a point of tangency;

(2)  $S 44^{\circ} 45' W$  a distance of 72.14 feet to a point of curvature;

(3) a distance of 169.07 feet along the arc of a curve to the left whose radius = 659.72 feet, central angle =  $14^{\circ} 41'$  and whose long chord bears  $S 37^{\circ} 25' W$  a distance of 168.61 feet to the point of intersection with the southerly line of the aforementioned 24.34 acre tract;

THENCE with the said southerly line of the 24.34 acre tract  $N 59^{\circ} 56' W$  a distance of 120.00 feet to a point, the most westerly southwest corner hereof;

THENCE across the said 24.34 acre tract the following four (4) calls:

(1)  $N 32^{\circ} 53' 14" E$  a distance of 76.80 feet to a point;

(2)  $N 41^{\circ} 01' 42" E$  a distance of 148.74 feet to a point;

(3)  $N 42^{\circ} 58' 54" E$  a distance of 123.28 feet to a point;

(4)  $N 34^{\circ} 48' 44" E$  a distance of 121.37 feet to a point in the aforementioned north-easterly line of the 24.34 acre tract, same being the southwesterly line of the aforementioned subdivision;

THENCE with the said northeasterly line of the 24.34 acre tract  $S 59^{\circ} 39' E$  a distance of 120.00 feet to the POINT OF BEGINNING and containing 1.294 acres of land; and

b. 14.25 acres of land out of and a part of the J. C. Tannehill League, Travis County, Texas, and being also out of and a part of that certain tract containing 24.34 acres of land in a deed conveyed by R. J. Del Guidice to Central Texas Roofing Company of record in Volume 4647, Page 152. Deed Records of Travis County, Texas.

BEGINNING at the northeast corner of the said 24.34 acres of land, same being the southeast corner of Lot 4, Block 7 of "Las Cimas Section One", a subdivision of record in Volume 65, Page 88, Plat Records of Travis County, Texas;

THENCE with the easterly line of the said 24.34 acre tract same being the westerly line of the

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said subdivision S 30° 05' W a distance of 457.36 feet to a point at the southeast corner of the 24.34 acre tract, the southeast corner hereof;

THENCE with the southerly line of the 24.34 acre tract N 59° 56' W a distance of 1382.00 feet to a point;

THENCE across the said 24.34 acre tract the following four (4) calls:

(1) N 32° 53' 14" E a distance of 76.80 feet to a point;

(2) N 41° 01' 42" E a distance of 148.74 feet to a point;

(3) N 42° 58' 54" E a distance of 123.28 feet to a point;

(4) N 34° 48' 44" E a distance of 121.37 feet to a point in the southwesterly line of the said "Las Cimas Section One" subdivision, the northeast corner hereof;

THENCE with the said southwesterly line of the aforementioned subdivision S 59° 39' E a distance of 1312.49 feet to the POINT OF BEGINNING and containing 14.25 acres of land,

shall be used for residential purposes only, but such limitation of use to residential purposes only shall not prevent the rent or leasing of any of such property (or any portion thereof) to tenants or lessees of the owner, provided that any such tenant or lessee shall use the same for residential purposes only.

2. No street, driveway or easement way may ever be constructed or maintained upon any portion of the following described property (a portion of such 24.34 acres of land) to-wit:

1.294 acres of land out of and a part of the J. C. Tannehill League, Travis County, Texas, being also out of and a part of that certain tract containing 24.34 acres of land in a deed conveyed by R. J. Del Guidice to Central Texas Roofing Company of record in Volume 4647, Page 152, Deed Records of Travis County, Texas.

BEGINNING at the point of intersection of the northeasterly line of said 24.34 acre tract with the westerly line of "Lazy Creek Drive" a 70.00 foot wide street, said point of beginning being also the southeast corner of Lot 1, Block 8 of "Las Cimas Section One", a subdivision of record in Volume 65, Page 88, Plat Records of Travis County, Texas.

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THENCE with the proposed westerly line of "Lazy Creek" the following three (3) calls:

(1) a distance of 228.80 feet along the arc of a curve to the right whose radius = 914.60 feet, central angle =  $14^{\circ} 20'$  and whose long chord bears  $S 37^{\circ} 35' W$  a distance of 228.20 feet to a point of tangency;

(2)  $S 44^{\circ} 45' W$  a distance of 72.14 feet to a point of curvature;

(3) a distance of 169.07 feet along the arc of a curve to the left whose radius = 659.72 feet, central angle =  $14^{\circ} 41'$  and whose long chord bears  $S 37^{\circ} 25' W$  a distance of 168.61 feet to the point of intersection with the southerly line of the aforementioned 24.34 acre tract;

THENCE with the said southerly line of the 24.34 acre tract  $N 59^{\circ} 56' W$  a distance of 120.00 feet to a point, the most westerly southwest corner hereof;

THENCE across the said 24.34 acre tract the following four (4) calls:

(1)  $N 32^{\circ} 53' 14'' E$  a distance of 76.80 feet to a point;

(2)  $N 41^{\circ} 01' 42'' E$  a distance of 148.74 feet to a point;

(3)  $N 42^{\circ} 58' 54'' E$  a distance of 123.28 feet to a point;

(4)  $N 34^{\circ} 48' 44'' E$  a distance of 121.37 feet to a point in the aforementioned northeasterly line of the 24.34 acre tract, same being the southwesterly line of the aforementioned subdivision;

THENCE with the said northeasterly line of the 24.34 acre tract  $S 59^{\circ} 39' E$  a distance of 120.00 feet to the POINT OF BEGINNING and containing 1.294 acres of land,

which permits or allows vehicles (of any type or character) to pass, drive or move from or have direct access from the following described property (a portion of such 24.34 acres of land), to-wit:

10.067 acres of land out of and a part of the J. C. Tannehill League, Travis County, Texas, being also out of and a part of that certain tract containing 24.34 acres of land in a deed conveyed by R. J. Del Guidice to Central Texas Roofing Company of record in Volume 4647, Page 152, Deed Records of Travis County, Texas.

BEGINNING at a point in the northeasterly line of the said 24.34 acre tract, being also the



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southwesterly line of Lot 2, Block 8 of "Las Cimas Section One", a subdivision of record in Volume 65, Page 89, Plat Records of Travis County, Texas, said POINT OF BEGINNING bears N 59° 39' W a distance of 120.00 feet from the most southerly southeast corner of Lot 1, Block 8 of the aforementioned "Las Cimas Section One";

THENCE with the northeasterly line of the said 24.34 acre tract N 59° 39' W at a distance of 864.78 feet pass the most southeasterly corner of that certain tract of land containing 0.306 acres in a deed conveyed to J. D. Connolly; said deed being of record in Volume 4127, Page 1808, Deed Records of Travis County, in all 1178.04 feet to a point in the east right-of-way (R.O.W.) line of Ed Bluestein Boulevard, the most westerly northwest corner of said 24.34 acre tract;

THENCE with and along the easterly R.O.W. of Ed Bluestein Blvd. S 10° 16' E a distance of 610.42 feet to a point, the most westerly southwest corner hereof;

THENCE with the southwesterly line of the aforementioned 24.34 acre tract the following two (2) calls:

(1) S 59° 34' E a distance of 670.93 feet to a point;

(2) S 59° 56' E a distance of 42.40 feet to a point the most easterly southeast corner hereof;

THENCE across the said 24.34 acre tract the following four (4) calls:

(1) N 32° 53' 14" E a distance of 76.80 feet to a point;

(2) N 41° 01' 42" E a distance of 148.74 feet to a point;

(3) N 42° 58' 54" E a distance of 123.28 feet to a point;

(4) N 34° 48' 44" E a distance of 121.37 feet to the POINT OF BEGINNING and containing 10.067 acres of land,

directly to any street which may hereafter be placed or built either upon such 1.294 acres of land (hereinbefore described) or contiguous to the east boundary line of said 1.294 acres of land (hereinbefore described).

3. As relates to the following described 9.077 acres of land (a portion of the 24.34 acres of land), to-wit:



10.067 acres of land out of and a part of the J. C. Tannehill League, Travis County, Texas, being also out of and a part of that certain tract containing 24.34 acres of land in a deed conveyed by R. J. Del Guidice to Central Texas Roofing Company of record in Volume 4647, Page 152, Deed Records of Travis County, Texas.

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BEGINNING at a point in the northeasterly line of the said 24.34 acre tract, being also the southwesterly line of Lot 2, Block 8 of "Las Cimas Section One", a subdivision of record in Volume 65, Page 88, Plat Records of Travis County, Texas, said POINT OF BEGINNING bears N 59° 39' W a distance of 120.00 feet from the most southerly southeast corner of Lot 1, Block 8 of the aforementioned "Las Cimas Section One";

THENCE with the northeasterly line of said 24.34 acre tract N 59° 39' W at a distance of 864.78 feet pass the most southeasterly corner of that certain tract of land containing 0.306 acres in a deed conveyed to J. D. Connolly; said deed being of record in Volume 4127, Page 1808, Deed Records of Travis County, in all 1178.04 feet to a point in the east right-of-way (R.O.W.) line of Ed Bluestein Boulevard, the most westerly northwest corner of said 24.34 acre tract;

THENCE with and along the easterly R.O.W. of Ed Bluestein Blvd. S 10° 16' E a distance of 610.42 feet to a point, the most westerly southwest corner hereof;

THENCE with the southwesterly line of the aforementioned 24.34 acre tract the following two (2) calls:

(1) S 59° 34' E a distance of 670.93 feet to a point;

(2) S 59° 56' E a distance of 42.40 feet to a point the most easterly southeast corner hereof;

THENCE across the said 24.34 acre tract the following four (4) calls:

(1) N 32° 53' 14" E a distance of 76.80 feet to a point;

(2) N 41° 01' 42" E a distance of 148.74 feet to a point;

(3) N 42° 58' 54" E a distance of 123.28 feet to a point;

(4) N 34° 48' 44" E a distance of 121.37 feet to the POINT OF BEGINNING and containing 10.067 acres of land,

But LESS and SAVE and EXCEPT .99 acres thereof described by metes and bounds as follows, to-wit:

0.99 acre strip of land 50.00 feet in width out of and a part of the J. C. Tannehill League, Travis County, Texas, being also out of and a part of that certain tract containing 24.34 acres of land in a deed conveyed to R. J. Del Guidice to Central Texas Roofing Company of record in Volume 4647, Page 152, Deed Records of Travis County, Texas.

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BEGINNING at a point in the northeasterly line of the said 24.34 acre tract, said point being also the most westerly southwest corner of Lot 13, Block 8 of "Las Cimas Section One", a subdivision of record in Volume 65, Page 88, Plat Records of Travis County, Texas;

THENCE with the northeasterly line of said 24.34 acre tract, same being the southwesterly line of the said subdivision S 59° 39' E a distance of 864.78 feet to a point, the most easterly northeast corner hereof;

THENCE S 34° 48' 44" W a distance of 50.15 feet to a point;

THENCE parallel to and a perpendicular distance of 50.00 feet southwesterly of the aforementioned northeasterly line of the 24.34 acre tract N 59° 39' W a distance of 860.88 feet to a point;

THENCE N 30° 21' E a distance of 50.00 feet to the POINT OF BEGINNING and containing 0.99 acres of land,

the following restrictive covenants shall be applicable:

a. No building may be erected or placed thereon (or upon any portion thereof) unless the plans for any such building have been prepared by a duly licensed architect.

b. Such 9.077 acres of land (or any portion thereof) may be used for any purpose which, under the Ordinances of the City of Austin as such Ordinances exist on the date of the execution of this instrument, is permitted under GR General Retail zoning classification, except that no use permitted by Sec. 45-22.(39)(a) of the Zoning Ordinances may be carried on upon such 9.077 acres of land, or any portion thereof.

In determining what uses are so hereby authorized and approved, reference is here made to the Ordinances of the City of Austin in existence as of the date of the execution of this instrument. Any future amendment to the presently existing

Ordinances shall in no manner alter, affect, expand or impair the provisions of this Agreement.

c. No through street may be built upon such 9.077 acres of land which connects Ed Bluestein Boulevard directly with any street either upon or contiguous to the easterly boundary line of the following described property (a portion of such 24.34 acres of land) to-wit:

1.294 acres of land out of and a part of the J. C. Tannehill League, Travis County, Texas, being also out of and a part of that certain tract containing 24.34 acres of land in a deed conveyed by R. J. Del Guidice to Central Texas Roofing Company of record in Volume 4647, Page 152, Deed Records of Travis County, Texas.

BEGINNING at the point of intersection of the northeasterly line of said 24.34 acre tract with the westerly line of "Lazy Creek Drive" a 70.00 foot wide street, said point of beginning being also the southeast corner of Lot 1, Block 8 of "Las Cimas Section One", a subdivision of record in Volume 65, Page 88, Plat Records of Travis County, Texas.

THENCE with the proposed westerly line of "Lazy Creek" the following three (3) calls:

(1) a distance of 228.80 feet along the arc of a curve to the right whose radius = 914.60 feet, central angle =  $14^{\circ} 20'$  and whose long chord bears  $S 37^{\circ} 35' W$  a distance of 228.20 feet to a point of tangency;

(2)  $S 44^{\circ} 45' W$  a distance of 72.14 feet to a point of curvature;

(3) a distance of 169.07 feet along the arc of a curve to the left whose radius = 659.72 feet, central angle =  $14^{\circ} 41'$  and whose long chord bears  $S 37^{\circ} 25' W$  a distance of 168.61 feet to the point of intersection with the southerly line of the aforementioned 24.34 acre tract;

THENCE with the said southerly line of the 24.34 acre tract  $N 59^{\circ} 56' W$  a distance of 120.00 feet to a point, the most westerly southwest corner hereof;

THENCE across the said 24.34 acre tract the following four (4) calls:

(1)  $N 32^{\circ} 53' 14" E$  a distance of 76.80 feet to a point;

(2)  $N 41^{\circ} 01' 42" E$  a distance of 148.74 feet to a point;

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(3) N 42° 58' 54" E a distance of 123.28 feet to a point;

(4) N 34° 48' 44" E a distance of 121.37 feet to a point in the aforementioned northeasterly line of the 24.34 acre tract, same being the southwesterly line of the aforementioned subdivision;

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THENCE with the said northeasterly line of the 24.34 acre tract S 59° 39' E a distance of 120.00 feet to the POINT OF BEGINNING and containing 1.294 acres of land,

however, nothing contained in this subparagraph "c" shall prohibit the building of one or more streets upon said 9.077 acres of land, provided that any such street does not cross on, over or upon any portion of the immediately aforescribed 1.294 acres of land.

d. As relates to the following described property (same being a portion of the said 24.34 acres of land) to-wit:

10.067 acres of land out of and a part of the J. C. Tannehill League, Travis County, Texas, being also out of and a part of that certain tract containing 24.34 acres of land in a deed conveyed by R. J. Del Guidice to Central Texas Roofing Company of record in Volume 4647, Page 152, Deed Records of Travis County, Texas.

BEGINNING at a point in the northeasterly line of the said 24.34 acre tract, being also the southwesterly line of Lot 2, Block 8 of "Las Cimas Section One", a subdivision of record in Volume 65, Page 88, Plat Records of Travis County, Texas, said POINT OF BEGINNING bears N 59° 39' W a distance of 120.00 feet from the most southerly southeast corner of Lot 1, Block 8 of the aforementioned "Las Cimas Section One";

THENCE with the northeasterly line of said 24.34 acre tract N 59° 39' W at a distance of 864.78 feet pass the most southeasterly corner of that certain tract of land containing 0.306 acres in a deed conveyed to J. D. Connolly; said deed being of record in Volume 4127, Page 1808, Deed Records of Travis County, in all 1178.04 feet to a point in the east right-of-way (R.O.W.) line of Ed Bluestein Boulevard, the most westerly northwest corner of said 24.34 acre tract;

THENCE with and along the easterly R.O.W. of Ed Bluestein Blvd. S 10° 16' E a distance of 610.42 feet to a point, the most westerly southwest corner hereof;

THENCE with the southwesterly line of the aforementioned 24.34 acre tract the following two (2) calls:

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(1) S 59° 34' E a distance of 670.93 feet to a point;

(2) S 59° 56' E a distance of 42.40 feet to a point the most easterly southeast corner hereof;

THENCE across the said 24.34 acre tract the following four (4) calls:

(1) N 32° 53' 14" E a distance of 76.80 feet to a point;

(2) N 41° 01' 42" E a distance of 148.74 feet to a point;

(3) N 42° 58' 54" E a distance of 123.28 feet to a point;

(4) N 34° 48' 44" E a distance of 121.37 feet to the POINT OF BEGINNING and containing 10.067 acres of land,

the following restrictive covenant shall be applicable:

(i) From and after the date of this instrument, any owner desiring to place any building improvements upon any portion of such 10.067 acres of land (as immediately above described) shall at least fifteen (15) days prior to the filing of an application for a building permit from the City of Austin, a municipal corporation, deliver or mail, by registered or certified mail, return receipt requested, to the listed president (or chief officer) of the neighborhood association then registered with the Planning Department of the City of Austin, and which neighborhood association includes within its prescribed area or territory the said 10.067 acres of land. In the event that there is no such neighborhood association so registered with the said Planning Department of the City of Austin, the then owner shall not be so required to deliver or mail such plans to any such person and this covenant as contained in this subparagraph (i) shall not be applicable. A letter statement from the Director (or chief employee) of the Planning Department of the City of Austin listing the president of the neighborhood association or the fact that no such neighborhood organization exists including within its prescribed territory the said 10.067 acres of land, shall be deemed

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and conclusively presumed to evidence the correct information relating to compliance with the provisions of this subparagraph (i).

4. If any person or persons shall violate or attempt to violate any of the foregoing restrictive covenants, 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 the person or persons violating or attempting to violate any such restrictive covenants, and either prevent him or them from so doing or to collect damages for such violation.

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5. The failure at any time to enforce these restrictive covenants by the City of Austin, whether such violations are of knowledge or not, shall not constitute a waiver or estoppel of the right to do so.

6. This Agreement may be modified, amended or terminated only by a majority vote 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 by the then owner of the above described property at the time of such modification, amendment or termination.

EXECUTED this the 2<sup>nd</sup> day of March, 1977.

(CORPORATE SEAL)

CITY NATIONAL BANK OF AUSTIN

By: John C. Scurlock  
John C. Scurlock, President

ATTEST:

Sam H. [Signature]  
Cashier

SCANNED

THE STATE OF TEXAS     )  
                                  )  
COUNTY OF TRAVIS     )

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BEFORE ME, the undersigned authority, on this day  
personally appeared JOHN C. SCURLOCK, President of CITY NATIONAL  
BANK OF AUSTIN, a national banking association, known to me to  
be the person whose name is subscribed to the foregoing instru-  
ment, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed, in the capacity  
therein stated and as the act and deed of said national banking  
association.

1-50-5515

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the  
2 day of MARCH, 1977.

NOTARY SEAL

*Richard B. Bess*  
Notary Public in and for  
Travis County, Texas

COUNTY 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

APR 25 1977



*Doris H. Hargrave*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

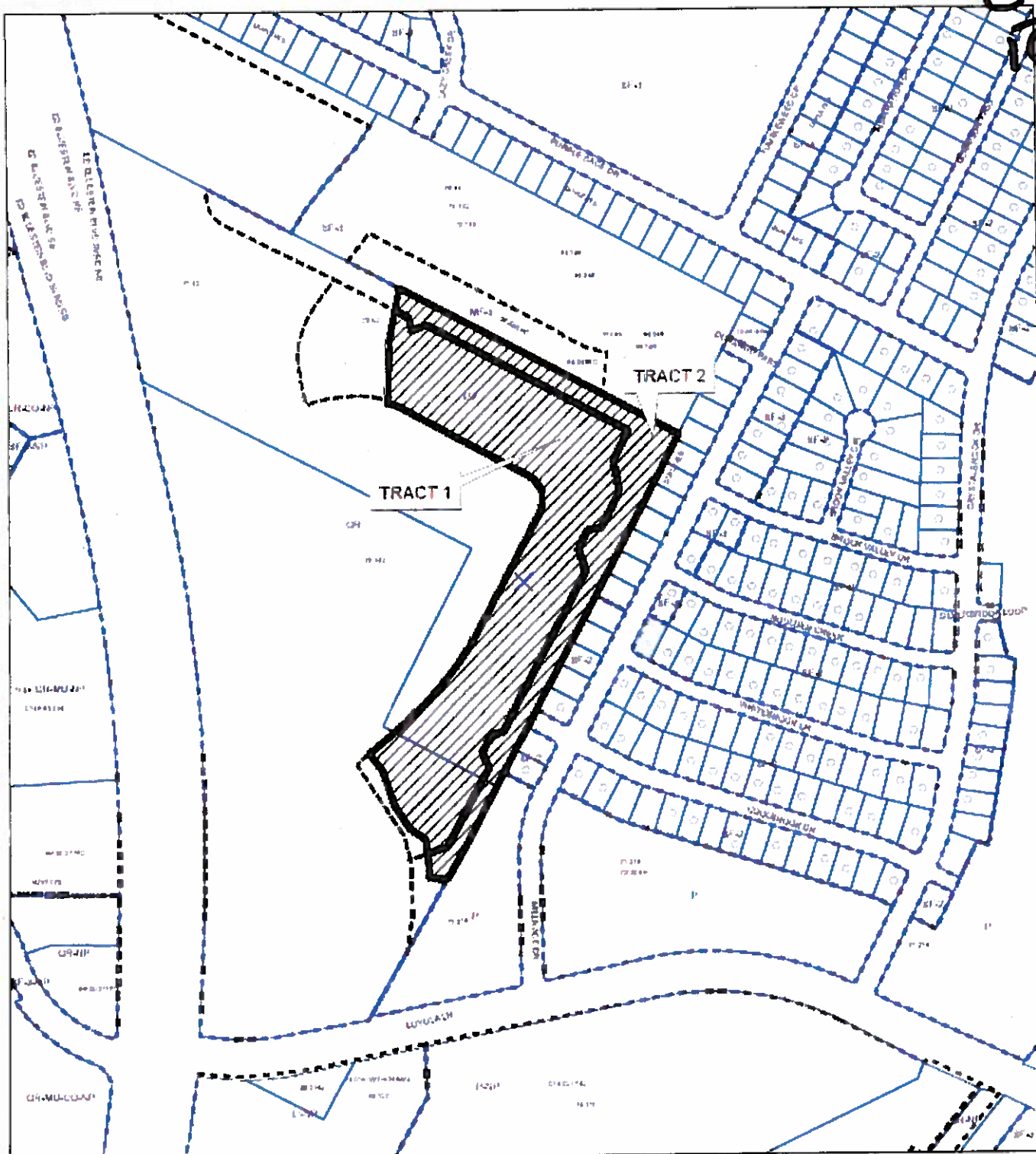
APR 25 8 15 AM 1977

*Doris H. Hargrave*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS


SCANNED





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**N**

 **SUBJECT TRACT**

 **PENDING CASE**

 **ZONING BOUNDARY**

**ZONING**

**ZONING CASE#: C14-75-042(RCT1)**



1" = 400'

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.







C11  
T8

ALICE GLASCO CONSULTING

September 11, 2014

Greg Guernsey, Director  
Planning and Development Review Department  
505 Barton Spring Road, Suite 500  
Austin, Texas 78704

RE: Restrictive Covenant Termination - C14-75-042 (C)

Dear Greg:

I am representing Continental Homes of Texas, LP (D.R.Horton) as it relates to the termination of this 1975 restrictive covenant. My client, Continental Homes of Texas, LP (D.R.Horton) has the subject property under contract with the intent of developing 124 single family homes.

**Background:**

The land area covered under zoning case number C14-75-042 (ordinance no. 750724 -B) comprised of approximately 62 acres. However, my client intends to purchase **ONLY 26.98 acres out of the original 62 - acre parcel**. A total of three restrictive covenants were recorded under this 1975 zoning case – Part “A” pertains to the GR -zoned tract, which consisted of 42.07 acres; part “B” consisted of 19.03 acres and is zoned LO and SF-3; while part “C” covered 24.34 acres ( a portion of the 42- acre tract).

The conditions listed in the part “C” restrictive covenant are as follows:

1. All of the following portions of such 24.34 acres of land, to-wit: a: 1.294 acres: shall be used for residential purposes only.
  2. No street, driveway or easement way may ever be constructed or maintained upon any portion of the 1.294 acres, which permits or allows vehicles to pass, drive or move from or have direct access from the 10.067-acre tract directly to any street which may be built upon such 1.294 acres of land.
  3. As it relates to the 9.077 acres of land (a portion the of the 24.34 acres) the following restrictions shall apply:
- SCANNED

C11  
19

Greg Guernsey  
Restrictive Covenant Termination - C14-75-042 (C)

- a. No building may be erected or placed thereon unless the plans for any such buildings have been prepared by a licensed architect.
- b. Such 9.077 acres of land or any portion thereof may be used for any purpose permitted under GR zoning per the 1977 City Code, except uses allowed in section 45-22 (39) of the Zoning Ordinance.
- c. No through street may be built upon such 9.077 acres of land which connect to Ed Bluestein Boulevard directly with any street either upon or contiguous to the easterly boundary line of the 1.294 acres of land. However, nothing in this subparagraph "c" shall prohibit the building of one or more streets upon said 9.077 acres of land, provided that any such street does not cross on, over or upon any portion of the immediately afore described 1.294 acres of land.
- d. As it relates to the 10.067 acres of land, the following restrictions shall be applicable:
  - (i) From and after the date of this instrument, any owner desiring to place any building improvements upon any portion of such 10.067 acres of land shall at least 15 days prior to the filing of a building permit from the City of Austin, deliver or mail a notice, by registered or certified mail, to the listed president or chief officer of the neighborhood association.

SCANNED

Greg Guernsey  
Restrictive Covenant Termination - C14-75-042 (C)

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**Justification Restrictive Covenant Termination**

The proposed single family development will comply with SF-3 zoning regulations and current city notification regulations as described in the Land Development Code.

Please let me know if you have any questions or need additional information.

Sincerely,



Alice Glasco, President  
AG Consulting

Cc: Richard N. Maier, D.R. Horton  
Tom Anker, D.R. Horton  
Bill Barton, D.R. Horton  
Sherri Sirwaitis, Zoning Planner  
Jerry Rusthoven, Zoning Manager

Attachments

SCANNED