

## RESTRICTIVE COVENANT AMENDMENT REVIEW SHEET

**CASE:** C14-75-042(RCA3)  
East Parke Residential

**Z.A.P. DATE:** February 3, 2015  
January 20, 2015

**ADDRESS:** 5601 Durango Pass

**AREA:** 15.69 acres

**DISTRICT:** 1

**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 amendment.

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

February 3, 2015: *TO GRANT THE RESTRICTIVE COVENANT AMENDMENT. (5-0) [G. Rojas- 1<sup>st</sup>, R. McDaniel - 2<sup>nd</sup>; J. Goodman- Off Dais, B. Baker, - Absent]*

January 20, 2015: *TO GRANT POSTPONEMENT TO FEBRUARY 3, 2015, AS REQUESTED BY STAFF, ON CONSENT (5-0). [R. McDaniel- 1<sup>st</sup>, C. Banks- 2<sup>nd</sup>; B. Baker, S. Compton- Absent]*

### **ISSUES:**

The proposed restrictive covenant amendment (RCA) was previously reviewed and approved by the Zoning and Platting Commission on November 18, 2014, but had been incorrectly posted to the agenda and presented as a restrictive covenant termination (RCT). Renotification was required for the corrected item to be heard.

### **DEPARTMENT COMMENTS**

The Applicant proposes removing requirements from 15.69 acres of a larger tract that was encumbered with a restrictive covenant filed in conjunction with City File # C14-75-042. Please refer to *Exhibit A (Restrictive Covenant)*. The requirements will be unchanged for the remainder of the original RC tract.

The Applicant proposes removing the following requirements with the RCA: 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; 5. If the property is subdivided, individual lots must comply with requirements; and 6. If the Planning Department ceases to exist, the appropriate City department will enforce the covenant. Please see *Exhibit B (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 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. Please refer to *Exhibit C (Zoning Map)*.

**STAFF RECOMMENDATION:**

Staff recommends the restrictive covenant amendment.

*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 cloud the property title and make regulatory application confusing.

*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:**

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

**NEIGHBORHOOD ORGANIZATIONS:**

Del Valle Community Coalition	PODER
East Austin Conservancy	East MLK Combined Neighborhood Contact Team
East MLK Combined Neighborhood Association	University Hills Neighborhood Plan Contact Team
University Hills Neighborhood Association	Bluebonnet Hills Association
Austin Neighborhoods Council	LBJ Neighborhood Association
FRS Property Owners Association	

**CITY COUNCIL DATE/ACTION:**

February 12, 2015:

January 29, 2015: *POSTPONED TO FEBRUARY 12, 2015, ON CONSENT (11-0) [O. Houston- 1<sup>st</sup>, D. Zimmerman- 2<sup>nd</sup>]*

**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

EXHIBIT A

10<sup>2</sup>

1-16-8958

THE STATE OF TEXAS        S  
COUNTY OF TRAVIS        S

KNOW ALL MEN BY THESE PRESENTS:

~~AS-7-30-88- 534~~ \* 1030

THAT WHEREAS 62.101 Ltd., a Texas limited partnership (of which Douglas Duwe is the, and the only, general partner), is the owner of that certain tract of land of 13.97 acres more or less (said 13.97 acre tract being hereinafter called the Subject Property) out of the J. C. Tannehill League, in the City of Austin, Travis County, Texas, said tract of 13.97 acres more or less (the Subject Property) being more particularly described on Exhibit X attached hereto and made a part hereof; and,

WHEREAS, the Subject Property, along a portion of its boundary, adjoins a portion of the boundary of that certain tract of land of 5.06 acres more or less (said 5.06 acre tract being hereinafter called the A Strip) out of the J. C. Tannehill League, in the City of Austin, Travis County, Texas, said tract of 5.06 acres more or less (the A Strip) being more particularly described on Exhibit Y attached hereto and made a part hereof and said A Strip being owned by said 62.101 Ltd.; and,

WHEREAS, as a condition to the rezoning of the Subject Property "O" Office, First Height and Area, under the zoning ordinance of the City of Austin, Texas, and for the better development of the Subject Property, the City Council of the City of Austin, desires that 62.101 Ltd. make, execute and deliver for the benefit of the City of Austin, a municipal corporation, the following restrictive covenant;

NOW, THEREFORE, 62.101 Ltd., owner of the Subject Property, does hereby place upon and charge the Subject Property (the 13.97 acre tract described on Exhibit X hereto) with the following restrictive covenant which, subject to the following provisions hereof, shall be deemed a covenant running with the land for the benefit of the City of Austin and binding upon 62.101 Ltd., its successors and assigns, to wit:



1-16-8959

1. No building higher than 25 feet shall be erected on the Subject Property (height of a building for these purposes shall be computed as provided in Section 45-1, "Height of Building", of the Code of the City of Austin as same exists May 1, 1975; provided that parapet walls, chimneys, cooling towers, water towers, scenery lofts, elevator bulkheads, fire towers, gas tanks, air-conditioning or heating equipment, ornamental towers, monuments, cupolas, domes and spires and necessary mechanical appurtenances on a roof shall be excluded in determining height).

2. If any lot carved out of the Subject Property, or the Subject Property itself if not divided into two or more lots, be developed with apartments, the permitted density thereof shall not be greater than allowed by "BB" Residence, First Height and Area, zoning as defined in the zoning ordinance of the City of Austin as same exists May 1, 1975; provided, however, that in determining density for purposes of such restriction hereby imposed, the area in the part of the said A Strip (the 5.06 acre tract described on Exhibit Y hereto) adjoining any lot carved out of the Subject Property (or the area in the entire said A Strip, in case the Subject Property not be divided into two or more lots) shall be included and counted as a part of the area of such lot which it adjoins (or of the Subject Property in case the Subject Property not be divided into two or more lots).

3. Prior to the issuance by the City of Austin of a building permit (for any building which could not be built if it were on property in the City of Austin, which was zoned "A" Residence under the zoning ordinance of the City of Austin as the same exists May 1, 1975) in respect to any lot (carved out of the Subject Property) which adjoins the said A Strip, the Director of Planning of the City of Austin shall have approved an appropriate landscape plan for the said A Strip (such plan to call for natural condition substantially as at present and to be generally as outlined in the schematic drawing of the applicant which is on file at the Planning

Department of the City of Austin in its zoning case file No. C14-75-042; the A Strip may have utilities); and such approval by the Director of Planning shall not be unreasonably withheld; such approval shall be conclusively deemed given if the Director of Planning states in writing that he has approved such plan; the owner of the lot in question may appeal any denial or refusal of such approval to the Planning Commission of the City of Austin.

4. On any given lot which may be carved out of the Subject Property, if such lot adjoins any of the said A Strip no occupancy permit (for any building which could not be built if it were on property in the City of Austin which was zoned "A" Residence under the zoning ordinance of the City of Austin as same exists May 1, 1975) shall be issued by the City of Austin for such lot unless the landscape plan referenced in numbered paragraph 1 hereof above has first been implemented on the particular segment (of the said A Strip) which adjoins the said given lot in question; such implementation shall be conclusively presumed to have occurred if the Director of Planning of the City of Austin signifies in writing that he finds such implementation to have occurred on such segment of said A Strip, and said Director of Planning will not unreasonably withhold his said signification that such implementation has occurred; the owner of the lot in question may appeal any denial or refusal of signification that such implementation has occurred to the Planning Commission of the City of Austin.

5. If the Subject Property is hereafter divided into separate lots, this restrictive covenant will be applied on an individual lot basis, to each respective individual lot severally. If the Subject Property is not hereafter divided into separate lots, this restrictive covenant will apply to it as if it were all one lot (until it is divided into separate lots, at which time the application will be on an individual lot basis, severally as to each respective individual lot).

6. If the office of Director of Planning of the City of Austin should be abolished or vacant at any time, then the official



1-16-8961

of the City of Austin then performing the majority of the functions now assigned to the said Director of Planning shall act for purposes of these restrictions in lieu of the Director of Planning, and the written certification or opinion of the City Attorney of the City of Austin (or an Assistant City Attorney) as to the identity of such substitute official for purposes of these restrictions may be relied upon for purposes of compliance with these restrictions by the Owner of the lot in question (or of the Subject Property), his heirs, assigns, mortgagees, tenants or contractors, and/or by any City of Austin official who issues a building permit or occupancy permit.

7. This restrictive covenant can be enforced by, and only by, the City of Austin.

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

9. The restrictive covenant can be amended by joint action of the City of Austin (acting pursuant to majority vote of a quorum of the City Council of the City of Austin, or of such other governing body of said city as may succeed its City Council) and the then owner of the particular lot in question out of the Subject Property.

10. Any suit brought to interpret or enforce this restrictive covenant, or to determine the validity, as reasonable or otherwise, of any failure or refusal to approve the landscape plan or to find same has been implemented as above provided, shall be brought in a District Court in Travis County, Texas.

EXECUTED this 17 day of July, 1975.

62.101, LTD

By Douglas Juwe  
Douglas Juwe, its  
general partner

SCANNED

THE STATE OF TEXAS       S  
COUNTY OF TRAVIS       S

1-16-8962

BEFORE ME, the undersigned authority, on this day personally appeared DOUGLAS DUWE, a member of the partnership fo 62.101, LTD., known to me to be the person whose name is subscribed to the fore-going instrument, and acknowledged to me that the same was the act of the said 62.101, LTD., a limited partnership, and that he executed the same as its General Partner and as the act of such partnership and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17<sup>th</sup> day  
of July 1975.

NOTARY SEAL

Margaret Borchardt  
Notary Public in and for  
Travis County, Texas

SCANNED



Exhibit X  
FIELD NOTES

1-16-8963

FIELD NOTES FOR 13.97 ACRES OF LAND, OUT OF THE J.C. TANNEHILL LEAGUE IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO L.D. TURNER OF RECORD IN VOLUME 611 AT PAGE 253 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 13.97 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING for reference at the northeast corner of the said Turner tract, which point is in the west line of Block B, Crystalbrook Section Two, a subdivision of record in Book 59 at Page 100 of the Plat Records of Travis County, Texas;

THENCE, with the north line of the said Turner tract, N59° 56'W 867.33 feet to a point and N59° 46'W 359.67 feet to a point in the centerline of a proposed street;

THENCE, with the said centerline of a proposed street, S30° 14'W 65.00 feet to the northwest corner and point of beginning of this tract;

THENCE, with a line sixty-five (65) feet south of and parallel to the said north line of the Turner tract, S59° 46'E 250.00 feet to a point;

THENCE, S16° 02'E 90.00 feet to a point, and N76° 27'E 90.00 feet to a point in the said line 65 feet south of and parallel to the north line of the Turner tract;

THENCE, with the said line 65 feet south of and parallel to the north line of the Turner tract, S59° 56'E 697.41 feet to a point in a line 150 feet west of and parallel to the east line of the said Turner tract, which point is the northeast corner of this tract;

THENCE, with the said line 150 feet west of and parallel to the east line of the Turner tract, S29° 52'W 110.00 feet to a point;

THENCE, S11° 56'E 90.00 feet to a point in a line 90 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 90 feet west of and parallel to the east line of the Turner tract, S29° 52'W 8.92 feet to a point and S31° 02'W 121.08 feet to a point;

THENCE, S81° 05'W 45.00 feet to a point in a line 125 feet west of and parallel to the east line of the Turner tract;

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FIELD NOTES  
PAGE TWO

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THENCE, with the said line 125 feet west of and parallel to the east line of the Turner tract, S30° 02'W 60.00 feet to a point;

THENCE, S14° 52'E 85.00 feet to a point in a line 65 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 65 feet west of and parallel to the east line of the Turner tract, S30° 02'W 463.48 feet and S30° 40'W 95.00 feet to a point;

THENCE, S69° 22'W 40.00 feet to a point in a line 90 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 90 feet west of and parallel to the east line of the Turner tract, S30° 40'W 65.00 feet to a point;

THENCE, S22° 27'E 50.00 feet to a point in a line 50 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line, 50 feet west of and parallel to the east line of the Turner tract, S30° 40'W 285.00 feet to a point;

THENCE, S74° 17'W 119.88 feet to a point in the centerline of a creek, which point is the most southerly corner of this tract;

THENCE, with the said centerline of a creek, N12° 30'W 80.00 feet to a point, N36° 30'W 90.00 feet to a point, and N30° 00'W 182.20 feet to a point in the centerline of a proposed street;

THENCE, with the said centerline of a proposed street, N51° 31'E 270.24 feet to the point of curvature of a curve whose intersection angle is 21° 29', whose radius is 800.00 feet and whose tangent distance is 151.76 feet;

THENCE, continuing with the centerline of a proposed street, along said curve to the left, an arc distance of 299.96 feet, the chord of which arc bears N40° 46'E 298.21 feet to the point of tangency of said curve;

THENCE, continuing with the centerline of a proposed street, N30° 02'E 437.00 feet to the point of curvature of a curve whose intersection angle is 89° 58', whose radius is 80.00 feet and whose tangent distance is 79.95 feet;

THENCE, continuing with the centerline of a proposed street, along said curve to the left, an arc distance of 125.62 feet, the chord of which arc bears N14° 57'W 113.10 feet to the point of tangency of said curve;

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SCANNED



FIELD NOTES  
PAGE THREE

1-16-8965

THENCE, continuing with the centerline of a proposed street, N59° 56'W 440.00 feet to the point of curvature of a curve whose intersection angle is 50° 26', whose radius is 370.00 feet and whose tangent distance is 174.24 feet;

THENCE, continuing with the centerline of a proposed street, along said curve to the left, an arc distance of 325.68 feet, the chord of which arc bears N85° 09'W 315.27 feet to the point of tangency of said curve which point is in the centerline of another proposed street;

THENCE, with the centerline of a proposed street, N11° 33'W 94.14 feet to the point of curvature of a curve whose intersection angle is 41° 47', whose radius is 300.00 feet and whose tangent distance is 114.51 feet;

THENCE, continuing with the centerline of a proposed street, along said curve to the right, an arc distance of 218.78 feet, the chord of which arc bears N09° 21'E 213.96 feet to the point of tangency of said curve;

THENCE, continuing with the centerline of a proposed street, N30° 14'E 135.00 feet to the POINT OF BEGINNING, and containing 13.97 acres of land.

FIELD NOTES BY

*B. F. Priest*  
B.F. Priest, Reg. Public Surveyor

DATE

6-2-75



SCANNED

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Exhibit Y

EAST PORTION OF  
TRACT III-A

FIELD NOTES

1-16-8966

FIELD NOTES FOR 5.06 ACRES OF LAND OUT OF THE J.C. TANNEHILL LEAGUE IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO L.D. TURNER OF RECORD IN VOLUME 611 AT PAGE 253 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS: SAID 5.06 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the northeast corner of the said Turner tract, same being the northeast corner of this tract, and which POINT OF BEGINNING is in the west line of Block B, Crystalbrook Section Two, of record in Book 59 at Page 100 of the Plat Records of Travis County, Texas;

THENCE, with the west lines of said Crystalbrook Section Two, and Crystalbrook Section One, a subdivision of record in Book 55 at Page 28 of the Plat Records of Travis County, Texas, and the west line of that certain tract of land described in a deed to Hunter Schieffer, of record in Volume 2643 at Page 284 of the Deed Records of Travis County, Texas, in a southwesterly direction with the following three (3) courses;

- (1) S29° 52'W 250.62 feet to a point;
- (2) S30° 02'W 733.55 feet to a point; and
- (3) S30° 40'W 850.00 feet to a point in the centerline of a creek, which point is the most southerly corner of this tract;

THENCE, with the said centerline of a creek, N08° 30'E 140.00 feet to a point and N01° 30'W 150.00 feet to a point;

THENCE, N74° 17'E 119.88 feet to a point in a line 50 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 50 feet west of and parallel to the east line of the Turner tract, N30° 40'E 285.00 feet to a point;

THENCE, N22° 27'W 50.00 feet to a point in a line 90 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 90 feet west of and parallel to the east line of the Turner tract, N30° 40'E 65.00 feet to a point;

THENCE, N69° 22'E 40.00 feet to a point in a line 65 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 65 feet west of and parallel to the east line of the Turner tract, N30° 40'E 95.00 feet to a point and N30° 02'E 463.48 feet to a point;



FIELD NOTES  
PAGE TWO

1-16-8967

THENCE, N14° 52'W 85.00 feet to a point in a line 125 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 125 feet west of and parallel to the east line of the Turner tract, N30° 02'E 60.00 feet to a point;

THENCE, N81° 05'E 45.00 feet to a point in a line 90 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 90 feet west of and parallel to the east line of the Turner tract, N31° 02'E 121.08 feet to a point and N29° 52'E 8.92 feet to a point;

THENCE, N11° 56'W 90.00 feet to a point in a line 150 feet west of and parallel to the east line of the Turner tract;

THENCE, with the said line 150 feet west of and parallel to the east line of the Turner tract, N29° 52'E 110.00 feet to a point in a line 65 feet south of and parallel to the north line of the Turner tract;

THENCE, with the said line 65 feet south of and parallel to the north line of the Turner tract, N59° 56'W 697.41 feet to a point;

THENCE, S76° 27'W 90.00 feet to a point and N16° 02'W 90 feet to a point in a line 65 feet south of and parallel to the north line of the Turner tract;

THENCE, with the said line 65 feet south of and parallel to the north line of the Turner tract, N59° 46'W 250.00 feet to a point in the centerline of a proposed street;

THENCE, with the said centerline of a proposed street, N30° 14'E 65.00 feet to a point in the north line of the Turner tract, which point is the northwest corner of this tract;

THENCE, with the said north line of the Turner tract, S59° 46'E 357.67 feet to a point and S59° 56'E 867.33 feet to the POINT OF BEGINNING and containing 5.06 acres of land.

FIELD NOTES BY

*B. F. Priest*  
B.F. Priest, Reg. Public Surveyor

DATE

6 E. 2 PRIEST

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PUBLIC SURVEYOR

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LAW DEPARTMENT  
CITY OF AUSTIN  
P. O. BOX 1088  
AUSTIN, TEXAS 78761

FILED

AUG 6 8 37 AM '75

1-16-8968

*Louis Angelina*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

INDEXED

X

STATE 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

AUG 6 1975



*Louis Angelina*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

SCANNED

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## 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 (B)

*Amendment*  
*H. Chaffin*

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 SF-3; while part “C” covered 24.34 acres ( a portion of the 42- acre tract).

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

1. No building higher than 25 feet shall be erected on the subject property as provided for in section 45-1 of the Code of the City of Austin as it existed in 1975.
2. If any lot carved out of the LO tract is developed with apartments, the permitted density thereof shall not be greater than that allowed by (MF-3) zoning.
3. A non-residential (LO) lot that adjoins the SF-3- zoned strip must have an approved and appropriate landscape plan prior to issuance of a building permit.
4. Any lot carved out of the LO tract and adjoins the SF-3- zoned strip must have an implemented landscape plan prior to issuance of a certificate of occupancy.



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

5. If the LO tract is divided into separate lots, the restrictive covenant will be applied on an individual lot basis.
6. If the office of the Director of Planning of the City of Austin should be abolished or vacant at any time, then the official of the City of Austin then performing the majority of the functions now assigned to the said Director of Planning shall act for purposes of these restrictions in lieu of the Director of Planning.

**Justification Restrictive Covenant Termination**

- The proposed single family development will comply with SF-3 zoning site development regulations.
- The proposed development will comply with the city's current landscaping requirements.

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





