

CH
/

ZONING CHANGE REVIEW SHEET

CASE: C14-2010-0145 River Place Country Club

Z. P. C. DATE: 03/15/11

ADDRESS: 4207 River Place Boulevard

AREA: 15.234 acres

APPLICANT: River Place Golf Group, L. P.
(Todd Routh)

AGENT: Urban Design Group
(Leia Novosad)

NEIGHBORHOOD PLAN AREA: N/A

CAPITOL VIEW: No

T.I.A.: No

HILL COUNTRY ROADWAY: No

WATERSHEDS: Panther Hollow

DESIRED DEVELOPMENT ZONE: No

ZONING FROM: I-RR, Interim Rural Residence.

ZONING TO: GR, Community Commercial for Tract 1 & SF-5, Urban Family Residence for Tract 2.

SUMMARY STAFF RECOMMENDATION:

Staff recommends approval of GR-CO, Community Commercial, Conditional Overlay for Tract 1 & SF-5, Urban Family Residence for Tract 2. The Conditional Overlay would limit vehicle trips to 2,000 per day on Tract 1.

ZONING AND PLATTING COMMISSION RECOMMENDATION:

DEPARTMENT COMMENTS:

The River Place Country Club was annexed into the Limited Purpose Jurisdiction of the City of Austin in 2009. The property received Interim Rural Residence (I-RR) initial zoning after annexation. The I-RR zoning district does not permit Community Recreation (Private) and thus the country club use is considered "legal non-conforming". The applicant has indicated that they would like seek the proper zoning to bring the country club into compliance with the city zoning code. The first zoning district that permits Community Recreation (Private) is Community Commercial (GR). The applicant has been in negotiations with the River Place Residential Community Association in order execute a restrictive covenant (see attached) that would prohibit certain uses and address other issues as well. The River Place Residential Community Association does not oppose this zone change request (see email attached).

C4
1/2**EXISTING ZONING AND LAND USES:**

| | ZONING | LAND USES |
|-------|---------------|-------------------------|
| Site | I-RR | Country Club |
| North | I-SF-2 | Single Family Residence |
| South | I-SF-2 | Single Family Residence |
| East | I-RR | Golf Course |
| West | I-SF-2 | Single Family Residence |

CASE HISTORIES:

| CASE NUMBER | REQUEST | PLANNING COMMISSION | CITY COUNCIL |
|--------------------|-----------------|----------------------------|---------------------------|
| C14-83-003.236 | From LA to SF-2 | Approved SF-2 [Vote: 7-0] | Approved SF-2 [Vote: 7-0] |
| C14-83-003.198 | From LA to SF-2 | Approved SF-2 [Vote: 7-0] | Approved SF-2 [Vote: 7-0] |

NEIGHBORHOOD ORGANIZATION:

- Homeless Neighborhood Assoc.
- Austin Neighborhoods Council
- Long Canyon HOA
- Courtyard HOA
- Steiner Ranch Community Assoc.
- Apache Shores HOA
- Steiner Ranch Master Assoc.
- River Place Comm. Assoc.

SCHOOLS:

Riverplace Elementary School
Canyon Ridge Middle School
Leander High School

SITE PLAN:

SP 1. Any new development is subject to Subchapter E. Design Standards and Mixed Use.
Additional comments will be made when the site plan is submitted.

SP 2. The site is subject to compatibility standards. Along all property lines adjacent to single family, the following standards will apply with any future development:

- No structure may be built within 25 feet of the property line.
- No structure in excess of two stories or 30 feet in height may be constructed within 50 feet of the property line.
- No structure in excess of three stories or 40 feet in height may be constructed within 100 feet of the property line.

C43

- No parking or driveways are allowed within 25 feet of the property line.
- A landscape area is required along the property line. In addition, a fence, berm, or dense vegetation must be provided to screen adjoining properties from views of parking, mechanical equipment, storage, and refuse collection.
- An intensive recreational use, including a swimming pool, tennis court, ball court, or playground, may not be constructed 50 feet or less from adjoining property used or zoned as SF-5 or more restrictive. [Sec. 25-2-1067(F)]
- Additional design regulations will be enforced at the time a site plan is submitted.

ENVIRONMENTAL:

1. The site is not located over the Edwards Aquifer Recharge Zone. The site is in the Panther Hollow Watershed of the Colorado River Basin, and is classified as a Water Supply Rural Watershed by Chapter 25-8 of the City's Land Development Code. It is in the Drinking Water Protection Zone. Under the current watershed regulations, development or redevelopment on this site will be subject to the following impervious cover limits:

| <i>Development Classification</i> | <i>% of Net Site Area</i> | <i>% NSA with Transfers</i> | <i>Allowable Density</i> |
|-----------------------------------|---------------------------|-----------------------------|------------------------------|
| One or Two Family Residential | n/a | n/a | 1 unit/2 acres net site area |
| Multifamily Residential | 20% | 25% | n/a |
| Commercial | 20% | 25% | n/a |

2. Single family or duplex development within a Water Quality Transition Zone may not exceed a density of one unit per three acres, exclusive of land within a 100-year floodplain, and must have a minimum lot size of 2 acres.
3. According to flood plain maps, there is no flood plain in, or within close proximity of, the project location.
4. The site is located within the endangered species survey area and must comply with the requirements of Chapter 25-8 Endangered Species in conjunction with subdivision and/or site plan process.
5. Standard landscaping and tree protection will be required in accordance with LDC 25-2 and 25-8 for all development and/or redevelopment.
6. Numerous trees will likely be impacted with a proposed development associated with this rezoning case. Please be aware that an approved rezoning status does not eliminate a proposed development's requirements to meet the intent of the tree ordinances. If further explanation or specificity is needed, please contact the City Arborist at 974-1876. At this time, site specific information is unavailable regarding other vegetation, areas of steep slope, or other environmental features such as bluffs, springs, canyon rimrock, caves, sinkholes, and wetlands.

- C4
4
7. Under current watershed regulations, development or redevelopment on this site will be subject to providing structural sedimentation and filtration basins with increased capture volume and 2 year detention.
 8. At this time, no information has been provided as to whether this property has any preexisting approvals which would preempt current water quality or Code requirements.

TRANSPORTATION:

A traffic impact analysis was waived for this case because the applicant agreed to limit the intensity and uses for this development. If the zoning is granted, development should be limited through a conditional overlay to less than 2,000 vehicle trips per day. [LDC, 25-6-117]

Existing Street Characteristics:

| Name | ROW | Pavement | Class | Sidewalk? | Bus Route? | Bike Route? |
|------------------|-----|----------|----------|-----------|------------|-------------|
| River Place Blvd | 70' | 40' | Arterial | Yes | No | Yes |

CITY COUNCIL DATE: April 7th, 2011

ACTION:

ORDINANCE READINGS: 1ST

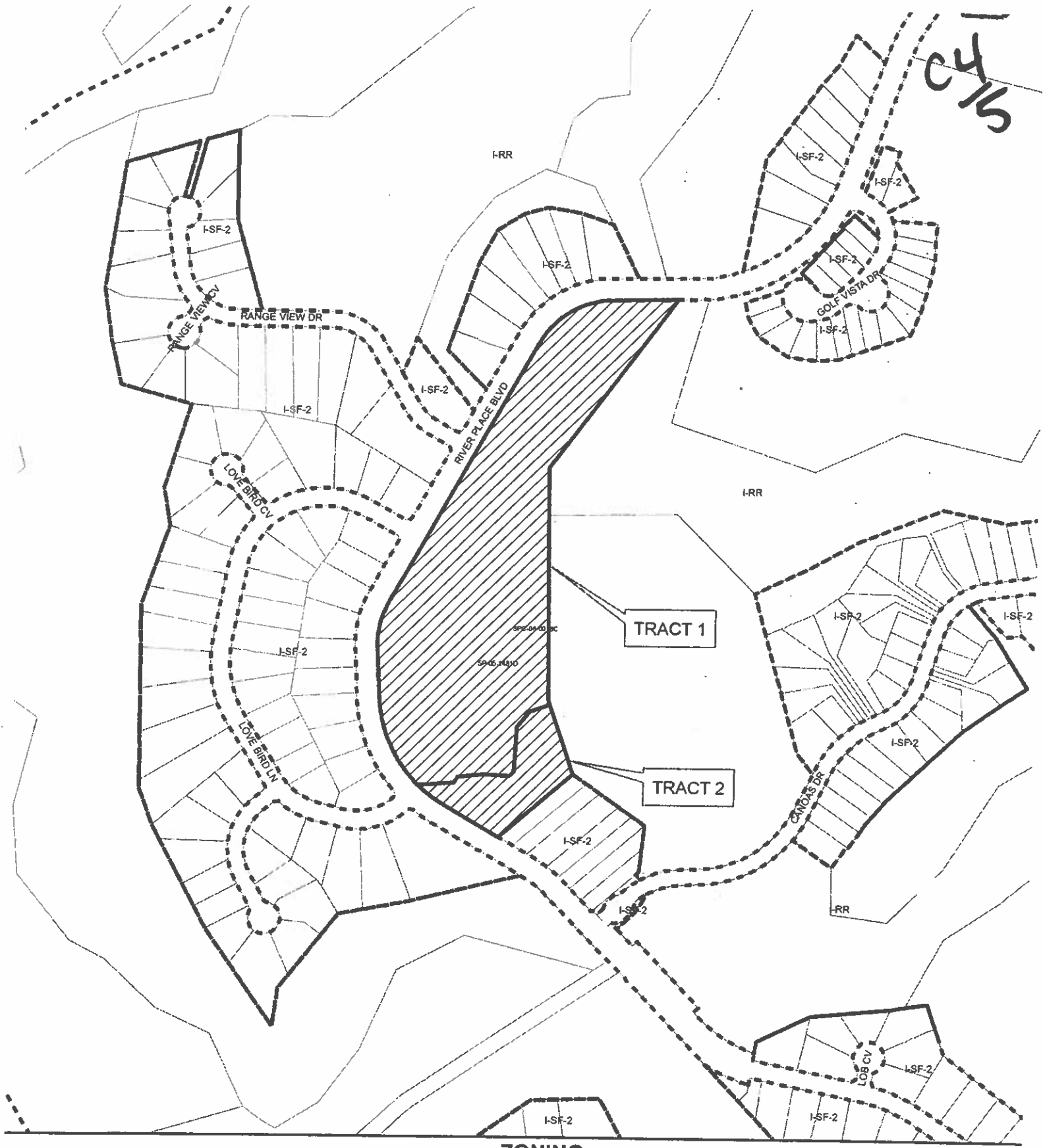
2ND

3RD





ORDINANCE NUMBER:

CASE MANAGER: Clark Patterson Clark.patterson@ci.austin.tx.us **PHONE:** 974-7691

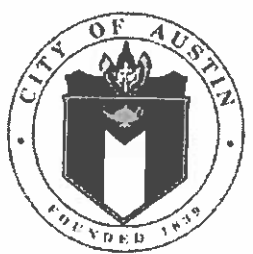
C4/15



ZONING

-  N
-  SUBJECT TRACT
-  PENDING CASE
-  ZONING BOUNDARY

ZONING CASE#: C14-2010-0145
 LOCATION: 4207 RIVER PLACE BLVD
 SUBJECT AREA: 15.234 ACRES
 GRID: C30 C31
 MANAGER: CLARK PATTERSON



CU 16



SUBJECT TRACT

L-RR

RANGE VIEW DR

SAGEBIRD

LOVE BIRD

SPL 04-00160

CANYON DR

INDUS CV

BIG VIEW DR

Patterson, Clark

CH
7

From: Randy Lawson [redacted]
Sent: Monday, March 07, 2011 10:14 PM
To: Patterson, Clark
Cc: Greg Sedlock; JRouth@UDG.com; John Grooms; Amy Vance
Subject: RE: C14-2010-0192

Hi, Clark. Our homeowners association (RPRCA) has met with the applicant and we have entered into a restrictive covenant on both tracts of land (proposed GR & SF5 tracts). The RPRCA does not oppose the requested zoning change. Both RC's should have already been signed/notarized by our RPRCA President, Gregory W. Sedlock. I am copying Greg on this so he can confirm the final execution of both documents.

Any questions, advise.

Regards,

Randy

C4
8

RESTRICTIVE COVENANT

STATE OF TEXAS §
COUNTY OF TRAVIS §

WHEREAS, River Place Golf Group, L.P., a Texas limited partnership ("RPGG") is the owner of that certain real property described in Exhibit A which is attached hereto and made a part hereof for all purposes (the "Land"), and

WHEREAS, River Place Residential Community Association, Inc., a Texas non-profit corporation ("RCA") administers the common affairs of all the owners of "the Property" as that term is defined in the Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Areas (the Declaration) recorded in Volume 11479, Page 386 of the Real Property Records of Travis County, Texas, and in any and all joinders, annexations, and amendments thereto duly adopted, which Property is in close proximity to the Land, and

WHEREAS, RPGG and RCA have agreed that the Land should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing:

NOW THEREFORE, RPGG, for and in consideration of Ten and No/100 dollars (\$10.00) and other good and valuable consideration in hand paid to RPGG, the receipt of which is hereby acknowledged, does hereby agree with respect to the Land, said agreement to be deemed and considered as a covenant running with the land which shall be binding on RPGG, its successors and assigns as follows:

1. The following land uses as defined by the Land Development Code of the City of Austin as of the effective date of this Restrictive Covenant are prohibited on the Land, provided however, the Land may be utilized for one or more of these uses if, and only if, said use is approved by RCA:

Civic Uses:

College and University Facilities
Communication Service Facilities
Community Recreation (Public)
Congregate Living
Counseling Services
Cultural Services
Day Care Services (Commercial)
Family Home
Group Home, Class 1 (General)
Group Home, Class 1 (Limited)
Group Home, Class 11
Guidance Services
Hospital Services (General)
Hospital Services (Limited)

C4
19

Local Utility Services
Private Primary Educational Facilities
Private Secondary Educational Facilities
Public Primary Educational Facilities
Public Secondary Educational Facilities
Religious Assembly
Residential Treatment
Safety Services
Telecommunications Tower

Residential Uses:

Bed & Breakfast (Group 1 or 2)

Commercial Uses:

Administrative & Business Offices
Automotive Rentals
Automotive Repair Services
Automotive Sales
Automotive Washing (Except for hand washing without Power Equipment)
Bail Bond Services
Business or Trade School
Business Support Services
Commercial Off-Street Parking
Communications Services
Consumer Convenience Services
Consumer Repair Services
Drop-Off Recycling Collection Facility
Exterminating Services
Financial Services
Food Sales
Funeral Services
General Retail Sales (Convenience & General)
Hotel-Motel
Medical Offices of Any Type
Off-Site Accessory Parking
Pawn Shop Services
Pet Services
Plant Nursery
Printing & Publishing
Research Services
Restaurant (General and Limited)
Scrap & Salvage
Service Station
Software Development
Special Use Historic

C4
10

Industrial Uses:
Custom Manufacturing

Agricultural Uses:
Urban Farm


2. The terms and conditions of this Restrictive Covenant may be enforced by RCA or any successor association to RCA. Enforcement actions may be brought only after written notice of violations have been mailed by US certified mail, return receipt requested, to RPKG, its successors or assigns and only if the notice violations have not been cured within ten (10) days after delivery of said notice to RPKG, its successors or assigns. In the event a party bringing suit for enforcement of this Restrictive Covenant prevails in the enforcement suit, said party shall be entitled to recover its reasonable attorney's fees and costs of court.

3. The terms and conditions of this Restrictive Covenant may be modified, amended or terminated only by joint action of RPKG and RCA, their successors or assigns.

Executed as indicated below.

River Place Golf Group, LP, a Texas limited partnership

By: River Place Golf Group, Inc., a Texas corporation,
its general partner

By: 
Todd S. Routh, President

River Place Residential Community Association, Inc., a
Texas non-profit corporation

By: 
Gregory W. Sedlock, President

C4
11

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Feb 18, 2011, by Todd S. Routh, President of River Place Golf Group GP, Inc., a Texas corporation, the general partner of River Place Golf Group, LP a Texas limited partnership on behalf of said limited partnership.



Bonita L. Peterson
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 3, 2011, by Gregory W. Sedlock, President of River Place Residential Community Association, Inc., on behalf of said corporation.



Lee Talbert
Notary Public, State of Texas

C4
12

RESTRICTIVE COVENANT

STATE OF TEXAS §
COUNTY OF TRAVIS §

WHEREAS, River Place Golf Group, L.P. a Texas limited partnership ("RPGG") is the owner of that certain real property described in Exhibit A which is attached hereto and made a part hereof for all purposes (the "Land"), and

WHEREAS, River Place Residential Community Association, Inc., a Texas non-profit corporation ("RCA") administers the common affairs of all the owners of "the Property" as that term is defined in the Restated Declaration of Covenants, Conditions and Restrictions for River Place Residential Areas (the Declaration) recorded in Volume 11479, Page 386 of the Real Property Records of Travis County, Texas, and in any and all joinders, annexations, and amendments thereto duly adopted, which Property is in close proximity to the Land, and

WHEREAS, RPGG and RCA have agreed that the Land should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing:

NOW THEREFORE, RPGG, for and in consideration of Ten and No/100 dollars (\$10.00) and other good and valuable consideration in hand paid to RPGG, the receipt of which is hereby acknowledged, does hereby agree with respect to the Land, said agreement to be deemed and considered as a covenant running with the land which shall be binding on RPGG, its successors and assigns as follows:

1. The Land shall be restricted to single-family residential use.
2. The Land shall be restricted to a maximum of ten (10) single-family residential units.
3. Each single-family residential unit on the Land shall either (i) be owner occupied or (ii) be lessee occupied pursuant to a lease with a lease term of not less than six (6) consecutive months in duration.
4. Utility boxes and equipment and exterior air conditioning equipment shall be screened so as not to be visible from River Place Boulevard.
5. There shall be no temporary buildings or structures permitted on the Land except temporary buildings and structures utilized in connection with and during the construction of permanent buildings or structures.
6. Lighting for the development on the Land shall be standard residential lighting mounted on buildings and unobtrusive landscape lighting.
7. The following land uses as defined by the Land Development Code of the City of Austin as of the effective date of this Restrictive Covenant are prohibited on the Land, provided

C4
13

however, notwithstanding paragraph 1 above, the Land may be utilized for one or more of these uses if, and only if, said use is approved by RCA:

Residential Uses:

Bed & Breakfast (Group 1 or 2)
Retirement Housing of any size or type
Two-Family Residential

Commercial Uses:

No commercial uses of any type are allowed.

Industrial Uses:

Special Use Historic
Custom Manufacturing

Agricultural Uses:

Urban Farm

Civic Uses:

Club or Lodge
College and University Facilities
Communication Service Facilities
Community Recreation (Private and Public)
Cultural Services
Day Care Services (Commercial, General, or Limited)
Family Home
Group Home of any class or type
Local Utility Services
Private Primary Educational Facilities
Private Secondary Educational Facilities
Public Primary Educational Facilities
Public Secondary Educational Facilities
Religious Assembly
Safety Services
Telecommunications Tower

8. RPGG will subject the Land to the Declaration prior to commencing construction of any occupiable structure on the Land to the extent allowed by the Declaration.

9. The terms and conditions of this Restrictive Covenant may be enforced by RCA or any successor association to RCA. Enforcement actions may be brought only after written notice of violations have been mailed by US certified mail, return receipt requested, to RPGG, its successors or assigns and only if the notice violations have not been cured within ten (10) days after delivery of said notice to RPGG, its successors or assigns. In the event a party bringing suit for enforcement of this Restrictive Covenant prevails in the enforcement suit, said party shall be entitled to recover its reasonable attorney's fees and costs of court.

C4
14

9. The terms and conditions of this Restrictive Covenant may be modified, amended or terminated only by joint action of RPGG and R.C.A. their successors or assigns.

Executed as indicated below.

River Place Golf Group, LP, a Texas limited partnership

By: River Place Golf Group, Inc., a Texas corporation,
its general partner

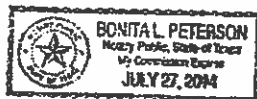
By: 
Todd S. Routh, President

River Place Residential Community Association, Inc., a
Texas non-profit corporation

By: 
Gregory W. Sedlock, President

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Feb 18, 2011, by Todd S. Routh, President of River Place Golf Group GP, Inc., a Texas corporation, the general partner of River Place Golf Group, LP a Texas limited partnership on behalf of said limited partnership.




Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 3, 2011, by Gregory W. Sedlock, President of River Place Residential Community Association, Inc., on behalf of said corporation.




Notary Public, State of Texas