

C15  
1

**ZONING CHANGE REVIEW SHEET**

**CASE:** C14-2010-0100 Dreyfus Rezoning

**P. C. DATE:** 10/11/11

**ADDRESS:** 1901 North Lamar Blvd.

**AREA:** 0.51 acres

**APPLICANT:** Dreyfus Antiques Brocante  
(George Dreyfus)

**AGENT:** Armbrust & Brown, L.L.P.  
(Lynn Ann Carley)

**NEIGHBORHOOD PLAN AREA:** Central Austin Combined

**CAPITOL VIEW:** No

**T.I.A.:** No

**HILL COUNTRY ROADWAY:** No

**WATERSHED:** Shoal Creek

**DESIRED DEVELOPMENT ZONE:** Yes

**ZONING FROM:** LR-CO-NP - Neighborhood Commercial, Conditional Overlay, Neighborhood Plan

**ZONING TO:** LR-CO-NP - Neighborhood Commercial, Conditional Overlay, Neighborhood Plan

**SUMMARY STAFF RECOMMENDATION:**

Staff recommends LR-CO-NP - Neighborhood Commercial, Conditional Overlay, Neighborhood Plan zoning. The Conditional Overlay would limit vehicle trips to 2,000 per day, prohibit "drive-through service" with a Financial Services use, limit the height to thirty feet (30') or two stories, no vehicular access from the property to Lamar Boulevard and would prohibit the following uses: Consumer convenience services, Consumer repair services, General retail sales, (General), Off site accessory parking, Pet services, Plant nursery and Restaurant (Limited) and make the following uses a conditional use: Food sales and Restaurant (General). The applicant will also enter into a Restrictive Covenant that will state the following:

"If a restaurant or food sales use is located on the property, then the following provisions apply:

- a. Servicing of trash dumpsters is not permitted between the hours of 10pm and 6am.
- b. Servicing of trash dumpster shall occur a minimum of once a week.
- c. Refuse, trash, and garbage, excluding recyclables, shall be kept in covered containers at all times."

**PLANNING COMMISSION RECOMMENDATION:**

**DEPARTMENT COMMENTS:**

The property is currently developed with a one story building that is an antiques store. The zoning on the property was changed in 1997 from Limited Office (LO) to Neighborhood Commercial, Conditional Overlay (LR-CO) with ordinance number 970904-L (attached) and the owner entered into a public restrictive covenant (attached) which further defined the land use. The restrictive covenant

C15/22<sub>2</sub>

listed the only permitted use under General Retail Sales (Convenience) is antique sales. The restrictive covenant also includes a "roll back" provision that states that if the use of the property ceases, then the zoning on the property rolls back to Limited Office (LO). The owner has now made application to change a condition of the LR-CO zoning and to terminate the restrictive covenant. The applicant requested the inclusion of the following uses into the "permitted uses" of the existing conditional overlay: Financial services, Food sales, General retail sales (General), Personal improvement services, Personal services, Restaurant (General) and Restaurant (Limited). The City's response was that they would support the inclusion of Financial services, Personal improvement services, and Personal services as permitted uses and Food Sales and Restaurant (General) as a conditional use. The City would not support the inclusion of Restaurant (Limited) and General Retail Sales (General) as permitted uses and the applicant agreed. The Old 19<sup>th</sup> Street, which is a "paper street", will serve as a vegetative buffer for the neighborhood to the North. This zoning case is within the boundaries of the Central Austin Combined Neighborhood Plan. The requested and proposed zoning of LR-CO-NP is in accordance with the commercial land use category identified on the Future Land Use Map. The Central Austin Combine Neighborhood Plan does not include any supplemental text regarding the restrictive covenant on this property or the proposed zone change request. The applicant also has agreed to prohibit direct access to Lamar Boulevard from the subject property, but they do have a Reciprocal Easement (attached) with the adjacent property to allow the subject property to use the existing driveway on Lamar Boulevard from the adjacent property.

**BASIS FOR RECOMMENDATION:**

*Zoning changes should promote compatibility with adjacent and nearby uses and should not result in detrimental impacts to the neighborhood character.*

This property has had Neighborhood Commercial (LR) zoning for fourteen years and adding additional permitted uses should not be a detriment to the surrounding neighborhoods.

**EXISTING ZONING AND LAND USES:**

	<b>ZONING</b>	<b>LAND USES</b>
<b>SITE</b>	LR-CO-NP	Antique Shop
<b>NORTH</b>	GO-NP	Office Building
<b>SOUTH</b>	GO	Office Building
<b>EAST</b>	GO-MU-CO-NP	Undeveloped
<b>WEST</b>	P	Park

**CASE HISTORIES:**

<b>CASE NUMBER</b>	<b>REQUEST</b>	<b>PLANNING COMMISSION</b>	<b>CITY COUNCIL</b>
C14-97-0102	From LO to LR-CO	Approved LR-CO [Vote: 7-0]	Approved LR-CO [Vote: 5-0]
C14-2010-0101	SF-3 to GO	Denied GO [Vote: 7-0]	Withdrawn by Applicant

**NEIGHBORHOOD ORGANIZATION:**

- Original Austin Neighborhood Assoc.
- Downtown Austin Neighborhood Coalition
- Pecan Street Owner's Association
- Downtown Austin Alliance
- Austin Warehouse District Association
- Old Pecan Street Association
- Sentral Plus East Austin Koalition
- Austin Neighborhood Council
- Downtown Austin Neighborhood Association
- Judges Hill Neighborhood Assoc.

**SCHOOLS:**

Matthews Elementary School    O' Henry Middle School    Austin High School

**ENVIRONMENTAL:**

1. The site is not located over the Edwards Aquifer Recharge Zone. The site is located in the Shoal Creek Watershed of the Colorado River Basin, which is classified as an Urban Watershed by Chapter 25-8 of the City's Land Development Code. It is in the Desired Development Zone.
2. Impervious cover is not limited in this watershed class; therefore the zoning district impervious cover limits will apply.
3. This site is required to provide on-site structural water quality controls (or payment in lieu of) for all development and/or redevelopment when 5,000 s.f. cumulative is exceeded, and detention for the two-year storm. At this time, no information has been provided as to whether this property has any pre-existing approvals which would preempt current water quality or Code requirements.
4. According to flood plain maps, there is no flood plain within the project area.
5. At this time, site-specific information is unavailable regarding existing trees and other vegetation, areas of steep slope, or other environmental features such as bluffs, springs, canyon rimrock, caves, sinkholes, and wetlands.
6. Standard landscaping and tree protection will be required in accordance with LDC 25-2 and 25-8 for all development and/or redevelopment.

**SITE PLAN:**

1. North Lamar Blvd. is a Core Transit Corridor, and any new development on this site will be subject to Subchapter E Design Standards and Mixed Use. Additional comments will be made when the site plan is submitted.
2. This site is located 540 feet or less from properties zoned SF-5 or more restrictive, and is, therefore, subject to compatibility standards.

C15/A

**TRANSPORTATION:**

1. No additional right-of-way is needed at this time.
2. 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].
3. North Lamar Blvd is classified in the Bicycle Plan as Bike Routes No. 43 and 907. West MLK Blvd. is classified in the Bicycle Plan as Bike Route No. 44.
4. Capital Metro bus service (Route No. 338) is available along N. Lamar Blvd.
5. There are existing sidewalks along both sides of N. Lamar Blvd and W. MLK Blvd.

**Existing Street Characteristics:**

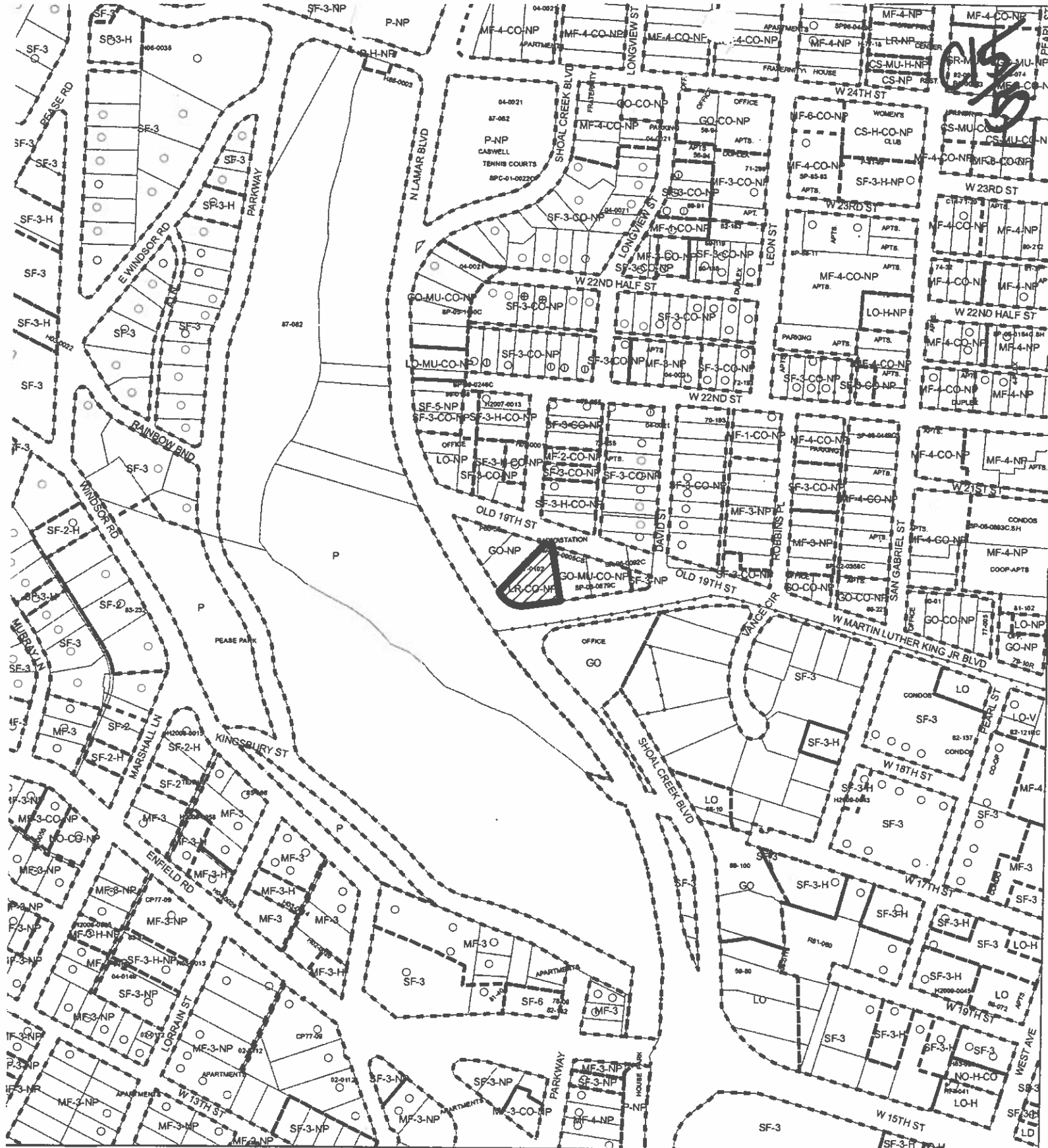
Name	ROW	Pavement	Classification	ADT
N. Lamar Blvd.	80'	MAU4	Major Arterial	33,872
W. MLK Blvd.	Varies	MAU2	Major Arterial	13,821

**CITY COUNCIL DATE:** November 10th, 2011 **ACTION:**

**ORDINANCE READINGS:** 1<sup>ST</sup> 2<sup>ND</sup> 3<sup>RD</sup> **ORDINANCE NUMBER:**

**CASE MANAGER:** Clark Patterson  
[Clark.patterson@ci.austin.tx.us](mailto:Clark.patterson@ci.austin.tx.us)

**PHONE:** 974-7691



**ZONING**

ZONING CASE#: C14-2011-0100  
 LOCATION: 1901 N LAMAR BLVD  
 SUBJECT AREA: 0.51 ACRES  
 GRID: H23  
 MANAGER: CLARK PATTERSON

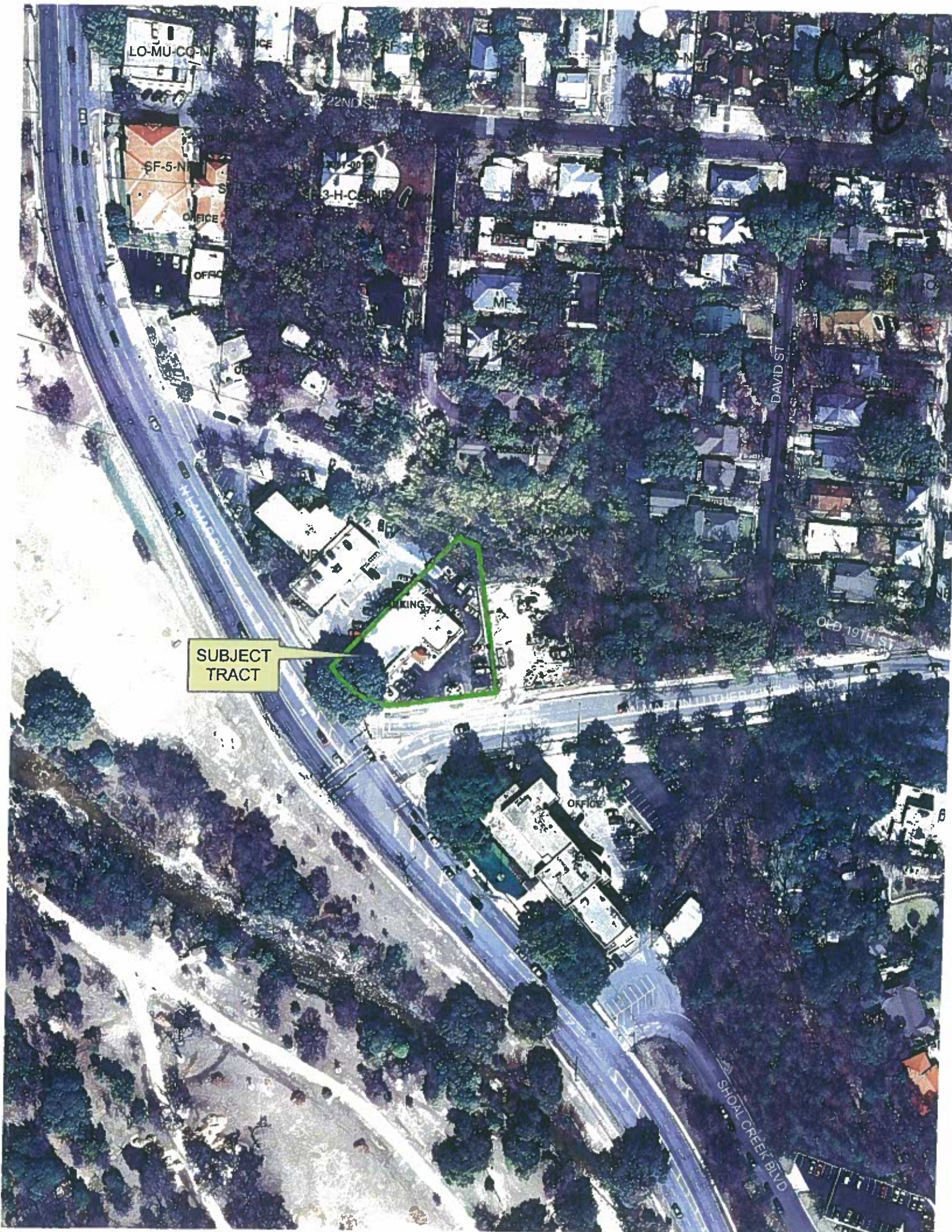


- N
- SUBJECT TRACT
- PENDING CASE
- ZONING BOUNDARY

1" = 400'

This map has been produced by the Communications Technology Management Dept. on behalf of the Planning Development Review Dept. for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.





SUBJECT TRACT

LO-MU-CQ-NP

SF-5-NP

3-H-C-NP

MP

NP

OFFICE

OFFICE

DAVID ST

OLD 19TH ST

SHOAL CREEK BLVD

22ND ST

HILMAN BLVD



C/S  
C/N

1901 N Lamar Blvd, Austin, TX 78705

© 2011 Google

Google

© 2011 Google

30°17'02.54" N 97°45'08.58" W elev 498 ft

Eye alt 503 ft

4 ft



C15  
/4

**ORDINANCE NO. 970904-L**

**AN ORDINANCE REZONING AND CHANGING THE ZONING MAP ACCOMPANYING CHAPTER 13-2 OF THE CITY CODE AS FOLLOWS:**

**LOT 3, LAMAR AT 19TH STREET SUBDIVISION, FROM "LO" LIMITED OFFICE DISTRICT, TO "LR-CO" NEIGHBORHOOD COMMERCIAL DISTRICT-CONDITIONAL OVERLAY COMBINING DISTRICT, LOCALLY KNOWN AS 1901 NORTH LAMAR BOULEVARD, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS.**

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

**PART 1.** The Zoning Map established by Chapter 13-2-22 of the City Code is amended to change the base zoning district from "LO" Limited Office district to "LR-CO" Neighborhood Commercial district-Conditional Overlay combining district, on the property (the "Property") described in File C14-97-0102, as follows:

Lot 3, Lamar at 19th Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 8, Page 61, of the Plat Records of Travis County, Texas,

locally known as 1901 North Lamar Boulevard, in the City of Austin, Travis County, Texas, and as more particularly identified in the map attached as Exhibit "A".

**PART 2.** The Property within the boundaries of the Conditional Overlay combining district established by this ordinance is subject to the following conditions:

1. Notwithstanding any other provision of the City Code applicable to the Property on the effective date of this ordinance or at the time an application for approval of a site plan or building permit is submitted, no site plan for development of the Property, or any portion of the Property, may be approved or released, and no building permit for construction of a building on the Property, may be issued if the completed development or uses authorized by the proposed site plan or building permit, considered cumulatively with all existing or previously authorized development and uses of the Property, generates traffic exceeding the total traffic generation of 2,000 vehicle trips per day.



C15/9

2. There shall be no vehicular access from the Property to Lamar Boulevard. All vehicular access to the Property shall be from other adjacent public streets or through other adjacent property.

3. The following uses of the Property are prohibited:

- a) Consumer Convenience Services.
- b) Food Sales.
- c) Personal Services.
- d) Pet Services.
- e) Service Station.
- f) Consumer Repair Services.
- g) Financial Services.
- h) Off-Site Accessory Parking.
- i) Restaurant (Limited).
- j) Guidance Services

4. Restaurant (Drive-in, Fast Food) use and Small Plant Nursery use are prohibited as Conditional uses.

Except as specifically restricted under this ordinance, the Property may be developed and used in accordance with the regulations established for the "LR" Neighborhood Commercial base district and other applicable requirements of the Land Development Code.

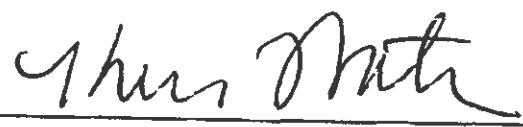
**PART 3.** The Council waives the requirements of Sections 2-2-3, 2-2-5, and 2-2-7 of the City Code for this ordinance.

**PART 4.** This ordinance takes effect on September 15, 1997.

**PASSED AND APPROVED**

September 4, 1997.

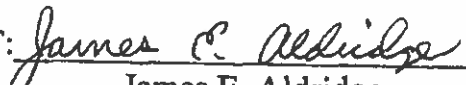
§  
§  
§



Kirk Watson  
Mayor

APPROVED: 

Andrew Martin  
City Attorney

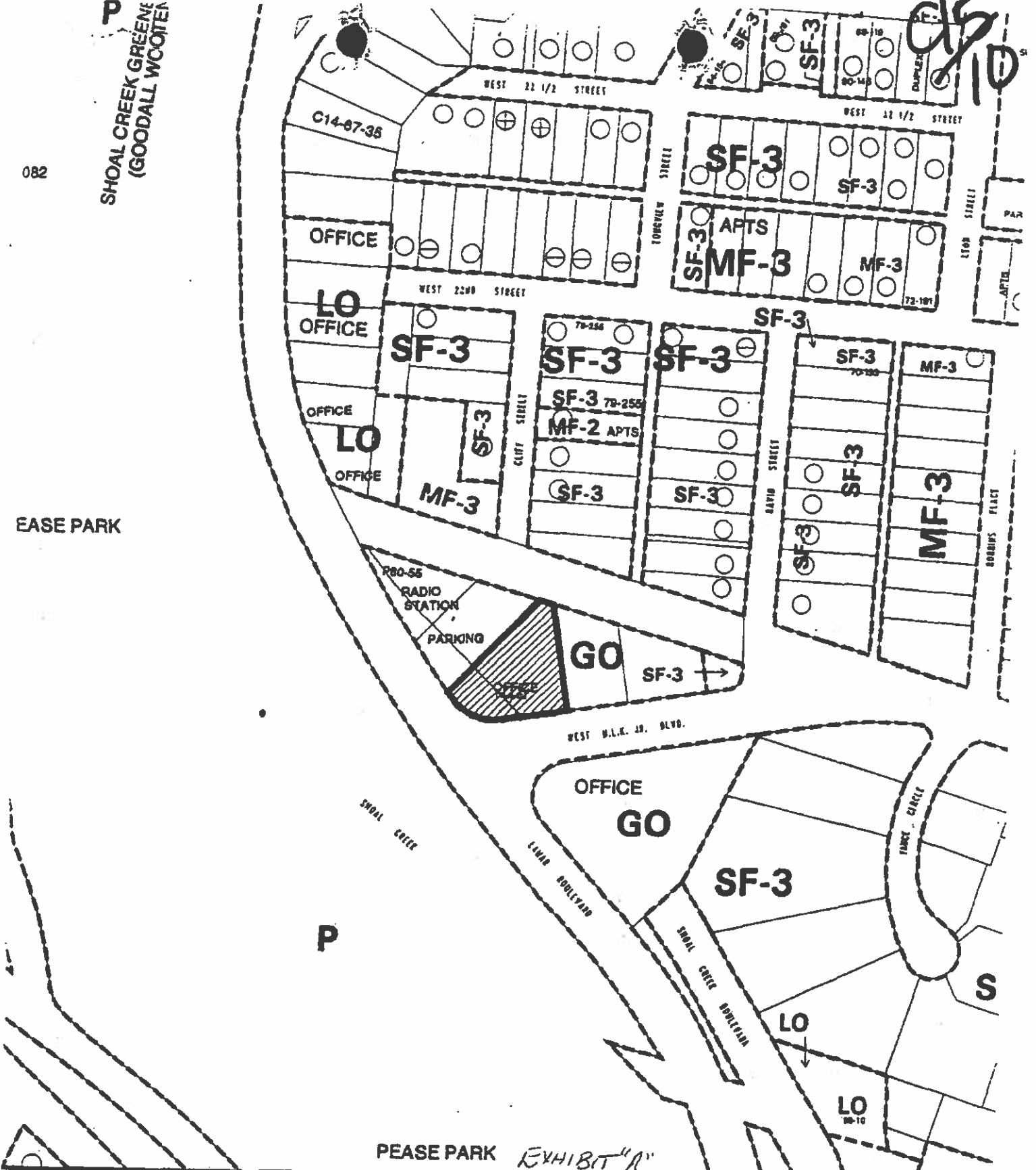
ATTEST: 

James E. Aldridge  
City Clerk

**P**  
SHOAL CREEK GREENE  
(GOODALL WOOLER)

082

EASE PARK



PEASE PARK EXHIBIT "A"

 1" = 200' D. Perryman	SUBJECT TRACT	<b>ZONING</b>	CITY GRID REFERENCE NUMBER H23
	PENDING CASE		CASE #: C14-97-0102
	ZONING BOUNDARY		ADDRESS: 1901 N.LAMAR BLVD.
	CASE MGR: D.PERRYMAN		DATE: 97-07 INTLS: TRC
SUBJECT AREA (acres): 0.510			

05/11/10  
Dlx

**RESTRICTIVE COVENANT**

00005625196

**OWNER:** TEXAS MEDICAL ASSOCIATION

**ADDRESS:** 401 W. 15th St. Austin, Texas 78701

**CONSIDERATION:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

**PROPERTY:** Lot 3, Lamar at 19th St. Subdivision, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat of record in Plat Book 8, Page 61, of the Plat Records of Travis County, Texas.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions as conditions of zoning for the Property;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. The only permitted use under General Retail Sales (Convenience) is antique sales. If use of the Property for sale of antiques as authorized under General Retail Sales (Convenience) is discontinued for 90 consecutive days, the Owner of the Property will not object to the City of Austin rezoning the Property to "LO" Limited Office district as defined in Chapter 13-2 of the City Code. Normal, seasonal cessation of a use, or temporary discontinuance for purpose of maintenance or rebuilding of the Property after damage or destruction may not be included in calculating the period of discontinuance.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

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



EXECUTED this the 3<sup>rd</sup> day of September, 1997.

C15/12

OWNER:

TEXAS MEDICAL ASSOCIATION,  
a Texas professional corporation  
NON PROFIT

By: Louis J. Goodman  
LEWIS GOODMAN, Ph.D.,  
C.A.E. Executive Vice President

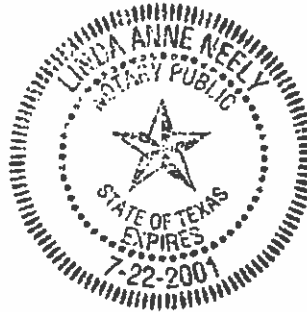
THE STATE OF TEXAS  
COUNTY OF TRAVIS

vertical line

<sup>LOUIS</sup> This instrument was acknowledged before me on this the 4<sup>th</sup> day of September, 1997,  
by LEWIS GOODMAN, Ph.D., C.A.E. Executive Vice President of TEXAS MEDICAL  
ASSOCIATION, a Texas professional corporation, on behalf of said corporation.  
NON PROFIT

Linda Anne Neely  
Notary Public, State of Texas

After Recording, Please Return to:  
City of Austin  
Department of Law  
P. O. Box 1546  
Austin, Texas 78767-1546  
Attention: Diana Minter, Legal Assistant



FILED  
97 SEP 10 AM 8:08  
DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped herein by me and  
was duly RECORDED, in the Volume and Page of the  
named RECORDS of Travis County, Texas, on

SEP 10 1997  
Dana Debeauvoir  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

Page 2 of 2  
RECEIPT#: A00085632 TRANS#: A9014 DEPT: REGULAR RECORD \$11.00  
CASHIER: BAWED FILE DATE: 9/10/97 TRANS DATE: 9/10/97  
CHECK# 5130

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

13016 1821

RECIPROCAL EASEMENT

FILM CODE

00005541753

137A

CL5  
13

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

WHEREAS, Texas Medical Association, a Texas nonprofit corporation, hereinafter called "TMA", is the owner of the property described on Exhibit "A" attached hereto as Tract 1 and Tract 2, which exhibit is made a part hereof for all purposes; and

WHEREAS, TMA contemplates the sale of Tract 1 and Tract 2 to separate owners, and desires to establish the easements contained herein prior to completing such sale; and

WHEREAS, it is desirable for the owner of Tract 1, its successors and assigns, and their tenants and invitees ("Tract 1 Beneficiaries") to have access over and across Tract 2 to Lamar Blvd., and it is desirable for the owner of Tract 2, its successors and assigns, and their tenants and invitees (the "Tract 2 Beneficiaries") to have access over Tract 1 to MLK Blvd.;

NOW, THEREFORE, TMA, acting by and through its duly authorized officer, for a full valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, and for the mutual benefits to accrue to Tract 1 and the Tract 1 Beneficiaries, and Tract 2 and the Tract 2 Beneficiaries, has GRANTED and CONVEYED and by these presents does GRANT and CONVEY:

1. To Tract 1 and the Tract 1 Beneficiaries, an easement along, over and across Tract 2, for the purpose of ingress and egress to and from Lamar Boulevard, in the location of the existing driveways located on Tract 2. Tract 1 and the Tract 1 Beneficiaries shall only be authorized to use those portions of Tract 2 that are designated for driveway purposes, and shall not have the right to cross or interfere with other portions of Tract 2, including, without limitation, any portions of Tract 2 designated for parking, and the owners of Tract 2 shall have the right to relocate such driveways, from time to time, so long as reasonable access to Lamar Blvd. is provided to Tract 1 and the Tract 1 Beneficiaries. The owner of Tract 2 shall have no obligation to maintain or improve the driveways on Tract 2 and Tract 1 and the Tract 1 Beneficiaries shall have only the right to use the driveways on Tract 2 in such condition as they may exist from time to time. This easement is a private easement, which may be used by Tract 1 and the Tract 1 Beneficiaries, in common with Tract 2 and the Tract 2 Beneficiaries, and is not for the use and benefit of the public and nothing herein shall be construed or deemed to be a dedication of any easement to or for the use and benefit of the public, or to or for the use or benefit of any other party other than Tract 1 and the Tract 1 Beneficiaries.

2. To Tract 2 and the Tract 2 Beneficiaries, an easement along, over and across Tract 1, for the purpose of ingress and egress to and from MLK Blvd., in the location of the existing driveways located on Tract 1. Tract 2 and the Tract 2 Beneficiaries shall only be authorized to use those portions of Tract 1 that are designated for driveway purposes, and shall not have the right to cross or interfere with other portions of Tract 2, including, without limitation, any portions of Tract 1 designated for parking, and the owners of Tract 1 shall have the right to relocate such driveways, from time to time, so long as reasonable access to MLK Blvd. is provided to Tract 2 and the Tract 2 Beneficiaries. The owner of Tract 1 shall have no obligation to maintain or improve the driveways on Tract 1 and Tract 2 and the Tract 2 Beneficiaries shall have only the right to use the driveways on Tract 1 in such condition as they may exist from time to time. This easement is a private easement, which may be used by Tract 2 and the Tract 2 Beneficiaries, in common with Tract 1 and the Tract 1 Beneficiaries, and is not for the use and benefit of the public and nothing herein shall be construed or deemed to be a dedication of any easement to or for the use and benefit of the public, or to or for the use or benefit of any other party other than Tract 2 and the Tract 2 Beneficiaries.

TO HAVE AND TO HOLD the easements and the rights of use and enjoyment hereby granted forever.

01/31 280109 1  
191 72000

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12868 1676

015  
14

TO HAVE AND TO HOLD the easements and the rights of use and enjoyment hereby granted forever.

EXECUTED this 6<sup>th</sup> day of February, 1997.

TEXAS MEDICAL ASSOCIATION,  
a Texas nonprofit corporation

By: Louis J. Goodman  
Name: Louis J. Goodman, Ph.D.  
Title: Executive Vice President

By: John E. Dorman  
Name: John E. Dorman  
Title: Director, Administrative Services

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6<sup>th</sup> day of February, 1997, by Louis J. Goodman, Ph.D., Executive Vice President of Texas Medical Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Linda Anne Neely  
Notary Public, State of Texas



THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7<sup>th</sup> day of February, 1997, by John E. Dorman, Director, Administrative Services of Texas Medical Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Linda Anne Neely  
Notary Public, State of Texas





05/16

**EXHIBIT "A"**

Tract 1: Lot 3, LAMAR AT 19TH, a subdivision in Travis County, Texas, according to the map or plat of record thereof, recorded in Volume 8, Page 61, of the Plat Records of Travis County, Texas, and being locally known as 1901 N. Lamar Blvd.

Tract 2: Lot 2, LAMAR AT 19TH, a subdivision in Travis County, Texas, according to the map or plat of record thereof, recorded in Volume 8, Page 61, of the Plat Records of Travis County, Texas, and being locally known as 1905 N. Lamar Boulevard, Austin, Texas 78701.

**FILED**  
97 FEB 10 PM 3:57  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped herein by me, and  
was duly RECORDED in the Volume and Page of the  
Public RECORDS of Travis County, Texas on

FEB 10 1997

 *Christie Beaman*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

EXHIBIT "A" - Page 1 of 1

AUSI 298169 1  
301 72040

RECEIVED: 80084392 TRAVIS: 8483 DEPT: REGULAR RECORD \$13.00  
CASHIER: KAYON FILE DATE: 2:00:57 TRAVIS DATE: 2/11/97  
PAID BY: CHECK# 5631

REALTY PUBLIC RECORDS  
TRAVIS COUNTY, TEXAS

12868 1678



C15  
16

October 5, 2011

Mr. Greg Guernsey, Director  
Planning and Development Review Dept.  
City of Austin  
505 Barton Springs Road, 5th Floor  
Austin, Texas 78704

Re: 1901 North Lamar Boulevard  
C14-2011-0100 Change of Conditional Overlay  
  
C14-97-0102(RCT) Restrictive Covenant Termination

Dear Mr. Guernsey:

We write to you to express our support of the above-referenced application for rezoning 1901 North Lamar Boulevard, and terminating a public restrictive covenant.

The property is within the boundaries of the Original West University Neighborhood Association. Our neighborhood boundaries are Martin Luther King, Jr. Boulevard to the south, Lamar Boulevard to the west, 24<sup>th</sup> Street to the north, and San Gabriel Street to the east.

This project has the potential to significantly impact our historic neighborhood. We have spent much time and attention over four months negotiating an agreement with the owner's agent, the owner, and the potential buyer of the property.

After significant changes to the original proposal, our neighborhood association voted overwhelmingly to support the application. The agreement includes a combination of restrictions outlined in a Conditional Overlay, restrictions outlined in a Public Restrictive Covenant, and restrictions outlined in a Private Restrictive Covenant.

Many of our residents based their support on the desire to bring restaurant and retail services within walking distance of their homes. Others based their decision on the inevitable redevelopment of the site, and the benefit of working with a buyer willing to be responsive to neighborhood concerns.

**Allowed uses:**

Financial Services with no drive through	Personal Improvement Services
Food Sales - Conditional Use	Personal Services
General Retail Sales (Convenience)	Restaurant (General) – Conditional Use

C15  
14

**Height Restriction:**

The building height on the property will be limited to 30 feet or two stories.

**Public Restrictive Covenant:**

If a restaurant or food sales use is located on the property, then the following provisions apply:

- a. Servicing of trash dumpsters is not permitted between the hours of 10 p.m. and
- b. 6 a.m.
- c. Servicing of trash dumpster shall occur a minimum of once a week.
- d. Refuse, trash, and garbage, excluding recyclables, shall be kept in covered containers at all times.

**Private Restrictive Covenant:**

1. Cigarette sales are prohibited on the property.
2. Alcohol sales are for on-premises consumption only.
3. If a restaurant (general) use is located on the property, the following restriction applies:

No nationally recognized logos may be used on a pole-mounted sign on the property

Please do not hesitate to contact me should you have any questions.



---

Nuria Zaragoza

President OWUNA