

If you need assistance completing this application (general inquires only) please contact Susan Walker, 974-2202; 505 Barton Springs Road, 2nd Floor (One Texas Center).

CASE # C15-2012-0095
ROW # 10794860
TP-021604-13-14
2704

**CITY OF AUSTIN
APPLICATION TO BOARD OF ADJUSTMENT
GENERAL VARIANCE/PARKING VARIANCE**

WARNING: Filing of this appeal stops all affected construction activity.

PLEASE: APPLICATION MUST BE TYPED WITH ALL REQUESTED INFORMATION COMPLETED.

STREET ADDRESS: 3000 Speedway Condominiums, Building 2, Unit C

LEGAL DESCRIPTION: Subdivision - GROOMS ADDITION 1890
PLAT

Lot(s) 16 and the East 4 Feet of Lot 15 Block 2 Outlot n/a Division n/a

I/We Karpel Investments Limited on behalf of myself/ourselves as authorized agent for

3000 Speedway Owner's Association affirm that on July 5, 2012, it

hereby apply for a hearing before the Board of Adjustment for consideration to:

(check appropriate items below)

X ERECT ___ ATTACH ___ COMPLETE ___ REMODEL ___ MAINTAIN

a bike rack in front of the guest parking spot located to the north side of Unit C in the complex

in a residential district.
(zoning district)

NOTE: The Board must determine the existence of, sufficiency of and weight of evidence supporting the findings described below. Therefore, you must complete each of the applicable Findings Statements as part of your application. Failure to do so may result in your application being rejected as incomplete. Please attach any additional support documents.

VARIANCE FINDINGS: I contend that my entitlement to the requested variance is based on the following findings (see page 5 of application for explanation of findings):

REASONABLE USE:

1. The zoning regulations applicable to the property do not allow for a reasonable use because:

Owner Karpel Investments Limited (Applicant) would state that the zoning regulation does not allow for the Owner and tenants of Unit C, Building 2 to have reasonable access to the home in the form of heightened security to prevent intruders, unwanted guests and/or possibly intoxicated persons from driving onto the premises an injuring the residents, their tenants and guests. Moreover, it will provide a buffer around the entrance to the condominium to prevent any accidents and/or potential harm. Specifically, there was a visitor parking space conveyed with the condominium unit which can readily be seen on the attached plat marked as Exhibit A. Exhibit A, is a survey of the Plat of 3000 Speedway Condominiums prepared by Registered Surveyor Anne Thayer on 8/25/2008 as well as a plat showing the 5 condominiums including the one owned by Applicant ("Unit C"). There are two guest parking spots within the complex, the one in question and another spot located directly to the south side of Unit C and to the north side of Unit B. Being the only free-standing home in the complex, Unit C is burdened by both parking spots on either side of the residence. The problem with this arrangement is that both spots are extremely narrow and the entryway to Unit C is located in the back of the home. Therefore, if occupied, the parking spots would not only be blocking any direct path to the home's entryway, but would also allow for anyone to park their car and wait for the tenant to leave/come home, undetectable to any witnesses or the tenant herself. Karpel Investments (the Applicant) procured this condominium with the express understanding from the Developer that the area between Unit C and D would be exclusively reserved as a walkway for Unit C and the buyer reserved the right to make reasonable modifications to block the entrance of vehicles to this tract. See Exhibit B, Amendment to Contract for Sale dated March 26, 2009. The express purpose of this amendment was to provide a buffer and security for the occupants of the condominium.

HARDSHIP:

2. (a) The hardship for which the variance is requested is unique to the property in that:

being the only free-standing home in the complex, Unit C is burdened with having guest parking on both sides of the residence. As discussed above, this blocks all direct paths to the home's entryway.

Moreover, the guest parking spot located directly to the South side of Unit C is open for anyone to park – regardless of whether the person is an invited guest of the complex or not. As a result, the hardship faced by Unit C is compounded by safety concerns. The occupants of tenant C are current or former female students at the University of Texas who desire to create a safe and habitable area buffering the entrance to the condominium. As a result, the proposed erection of the bike rack is for security reasons in order to protect the tenants against dangerous and potentially intoxicated drivers. By allowing anyone to park directly next to Unit C, the tenants face safety concerns because the door

to the complex is located in the back of the home and anyone using the parking spot can wait behind the home, by the entryway, undetected to witnesses or the tenants.

(b) The hardship is not general to the area in which the property is located because:

as the only free-standing home in the complex, Unit C is the only residence which is required to have a parking spot on both sides of the residence. Although other complexes and properties in the area have guest parking spots, none of them have two that surround the property and block any pathway to the homes entryway.

Moreover, there is great difficulty in reporting unauthorized use of the guest parking spot in this complex. In other complexes, there are far more tenants, each of which have a clear view to recognize and report any unauthorized use of a guest parking spot on the premises. However, the guest parking spot in question is extremely narrow and tucked away in between Unit C and Unit D. It is impossible for anyone, except for Unit C, to see if the spot is being used, let alone being able to recognize the propriety for which the spot is being occupied. Therefore, the risk of an intoxicated or dangerous person inappropriately using the spot located next to Unit C is much greater than that of any other property in the area.

AREA CHARACTER:

3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

if the variance were to be granted, guests would be relegated to parking on the street located adjacent to the property. In any area surrounding the University of Texas campus, like the area in question, on-street parking is customary, normal and expected. The character of the area embraces this concept and potentially adding one more car to the street would do nothing to alter it.

In addition, adjacent conforming properties, both within the complex and outside of it, will not be affected by the variance being granted. Properties adjacent to Unit C will continue to enjoy all reasonable use of their residence, as the parking spot in question only affects the a resident of Unit C. Furthermore, there is still guest parking available within the complex for guests to use.

Moreover, granting the variance will not impair the purpose of the regulations of the zoning district because invited guests of residents can still park in the remaining guest parking spot, in front of the complex on the street, or in the resident's attached 2-car garage.

PARKING: (Additional criteria for parking variances only.)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed Section 479 of Chapter 25-6 with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

1. Neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonable require strict or literal interpretation and enforcement of the specific regulation because:

the parking requirements for a complex of only five (5) residences are excessive. The variance would call for only one (1) spot to be blocked off, still leaving guest parking on the premises.

2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

the complex is in a primarily residential area with adequate on-street parking. Such on-street parking is adequate for a complex with only five (5) residences. As evidenced by the current zoning in place, on-street parking does not affect the free flow of traffic in the area.

3. The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:

adequate parking is available in either a tenant's garage or on the street. To the contrary, safety hazards and concerns will arise if the variance is not granted.

4. The variance will run with the use or uses to which it pertains and shall not run with the site because:

a residential complex of this size, lot configuration and design is what prescribes the number of off-street parking spaces.

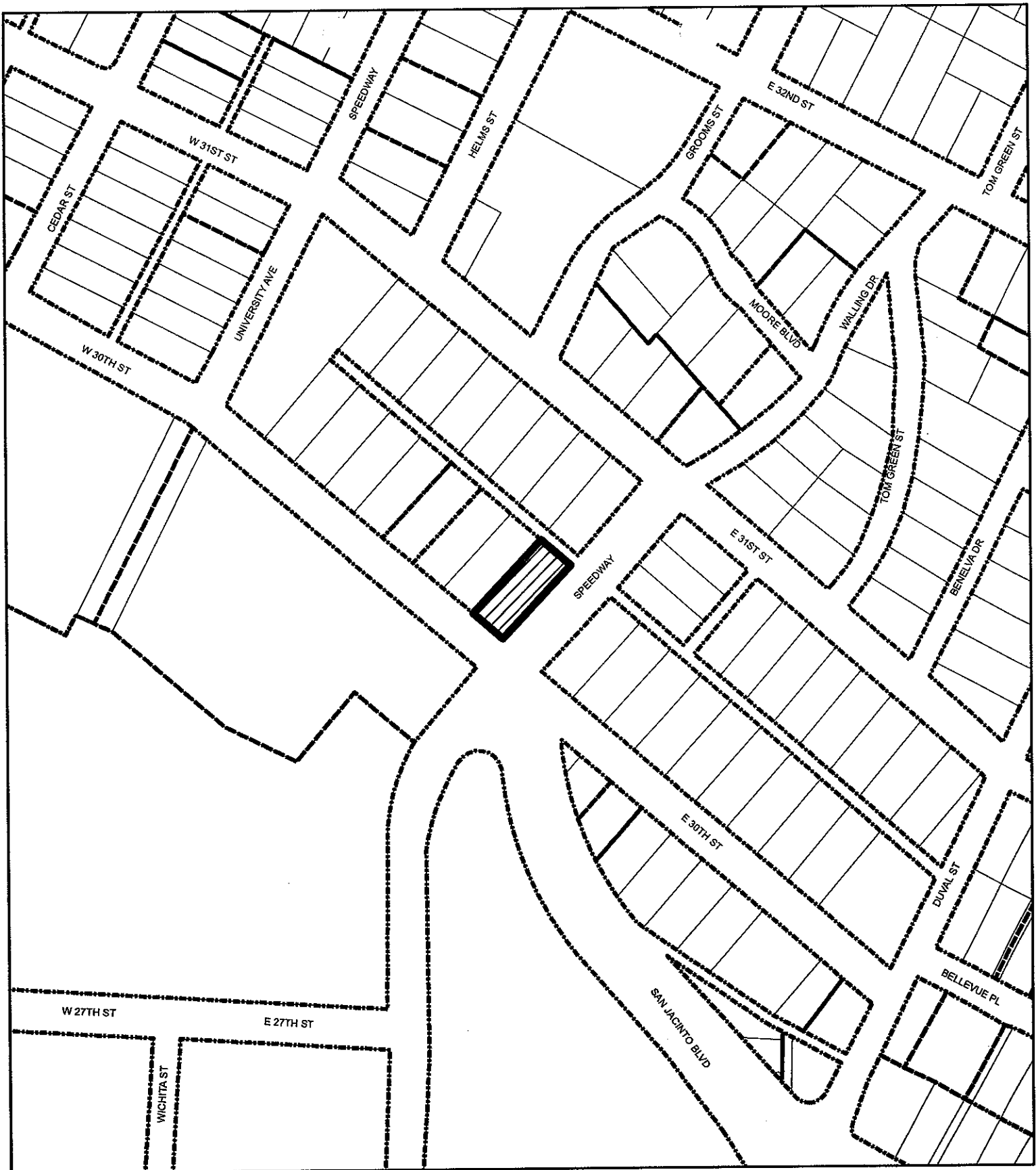
NOTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.



APPLICANT CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed [Signature] Mail Address 1200 Smith Street Suite 1400
Attorney At Law
City, State & Zip Houston Texas 77007
Printed R Kyle Hawes Phone 713-356-1727 Date July 5, 2012

OWNERS CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed [Signature] Mail Address 1200 Smith Street Suite 1400
Attorney At Law
City, State & Zip Houston TX 77002
Printed R Kyle Hawes Phone 713-356-1727 Date July 5, 2012



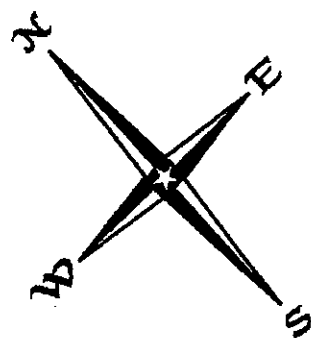
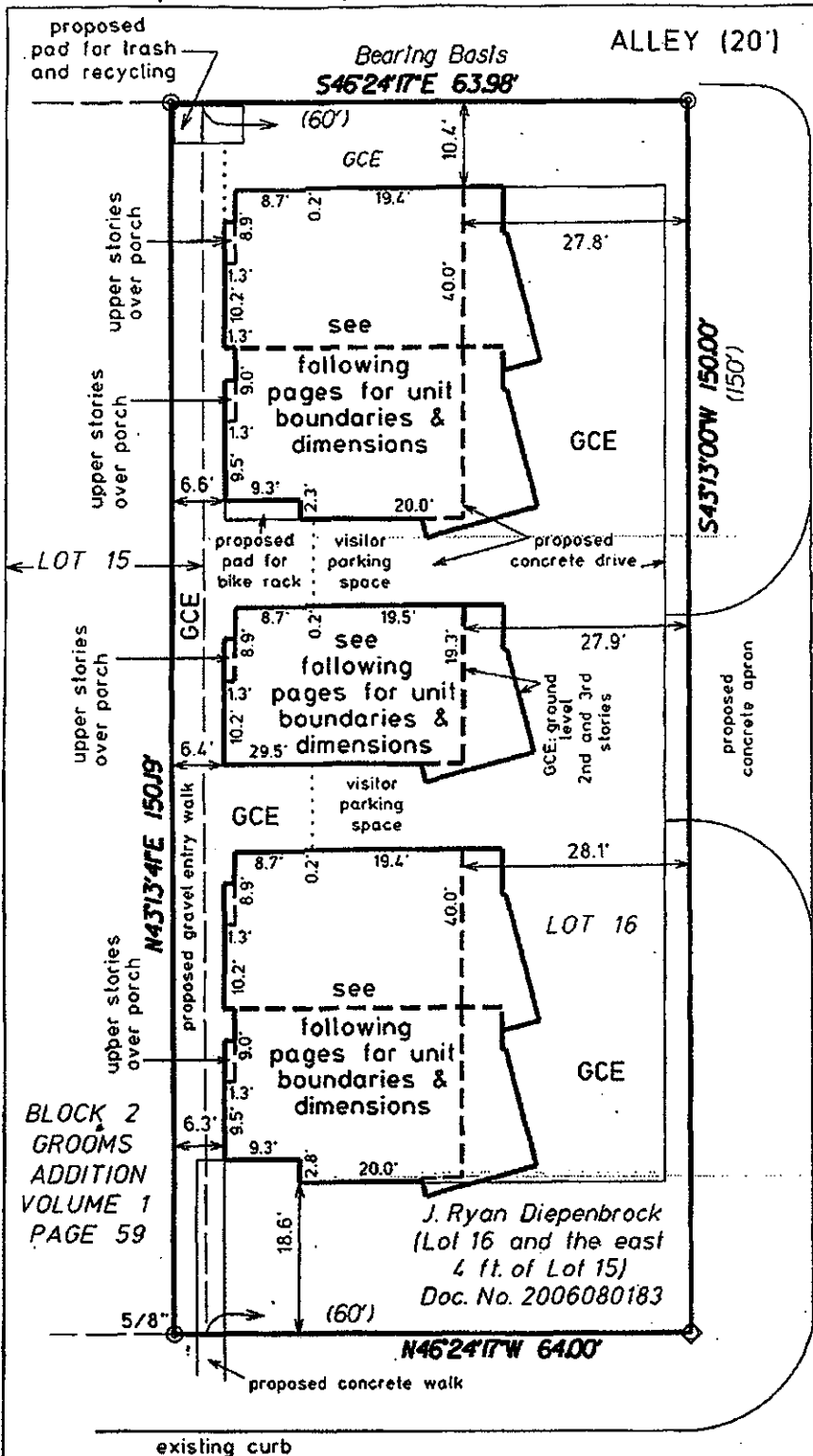
-  SUBJECT TRACT
-  ZONING BOUNDARY

CASE#: C15-2012-0095
 LOCATION: 3000 SPEEDWAY BLDG 2 UNIT C



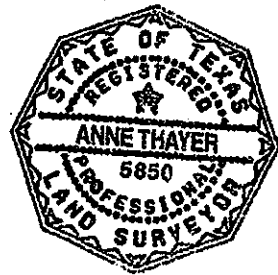
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

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



Legend

- ⊙ 1/2" Iron Rod Found
- ◇ 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson Inc." (Record Distance)
- GCE = General Common Element



prepared May 2, 2008 from survey performed August 30, 2008 and from site plan and floor plans provided by PSW Real Estate

THIS PLAT CONTAINS THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT.

PLAT OF
3000 SPEEDWAY CONDOMINIUMS

Anne Thayer 8-25-08
 Anne Thayer date
 Registered Professional Land Surveyor No. 5850

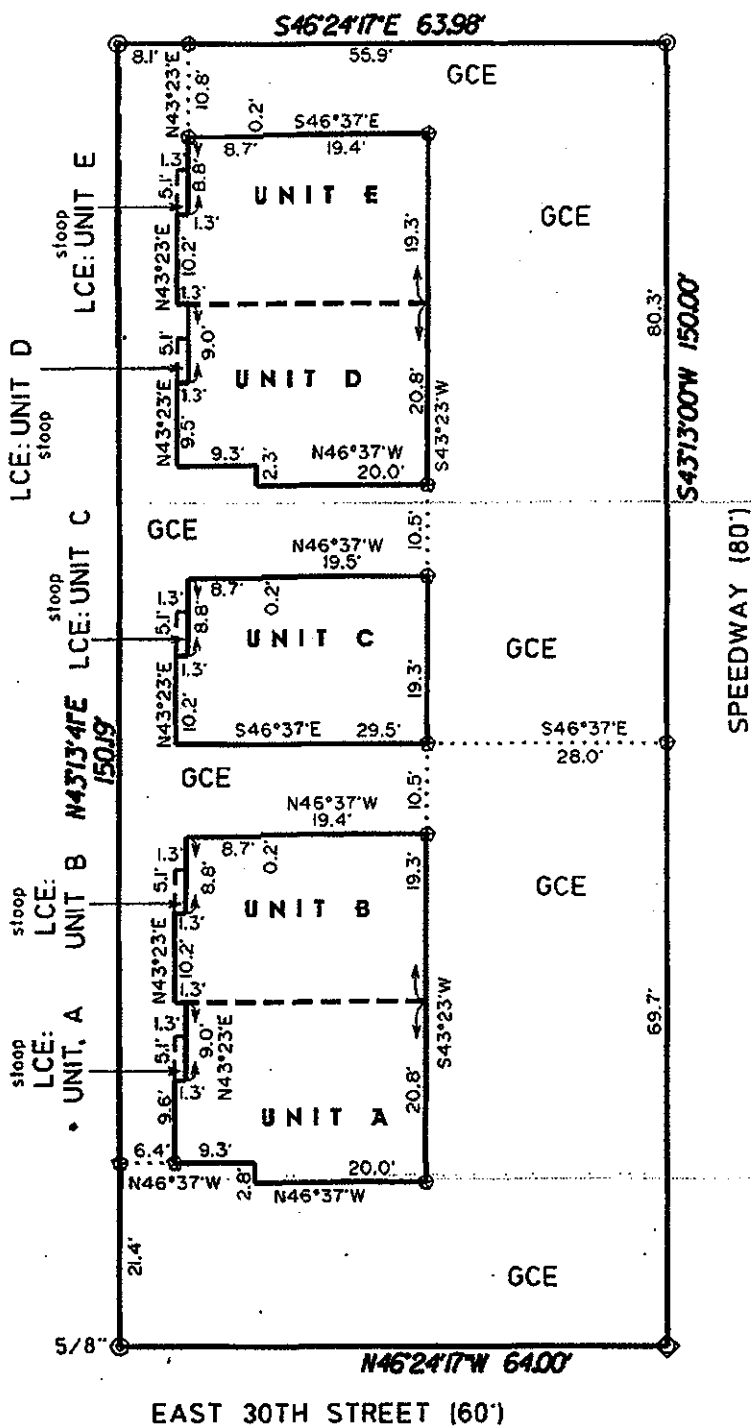
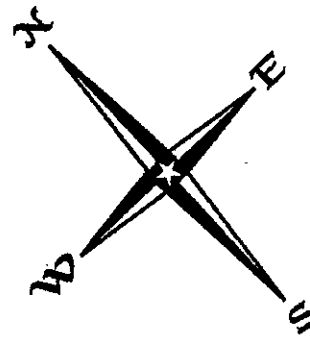
page 1 of 5: general schematic



C 808040

ALLEY (20')

SCALE 1" = 20'



Legend

- ⊙ 1/2" Iron Rod Found
- ◇ 1/2" Iron Rod Set with plastic cap imprinted with "Holl Carson Inc."
- ⊗ Calculated Point
- GCE= General Common Element
- LCE= Limited Common Element assigned to Unit as Noted
- Survey Tie Only

PLAT OF

3000 SPEEDWAY CONDOMINIUMS

page 2 of 5: 1st (garage) floor

C 808040



AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

3000 SPEEDWAY UNIT C

AUSTIN

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- (1) The Sales Price in Paragraph 3 of the contract is:
A. Cash portion of Sales Price payable by Buyer at closing
B. Sum of financing described in the contract
C. Sales Price (Sum of A and B)
(2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
(3) The date in Paragraph 9 of the contract is changed to
(4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$
(5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ by Seller, \$ by Buyer.
(6) Buyer has paid Seller an additional Option Fee of \$ for an extension of the unrestricted right to terminate the contract on or before
This additional Option Fee will will not be credited to the Sales Price.
(7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
(8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Financing Approval as set forth in the Third Party Financing Condition Addendum is changed to
[X] (9) Other Modifications: (Insert only factual statements and business details applicable to this sale.) see Attachment A

EXECUTED the 26th day of MARCH, 2009. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Commerce Services Limited-Director
KARPEL INVESTMENTS LIMITED

Seller
J Ryan Diepenbrock

Buyer Corporate Associates Limited
Director

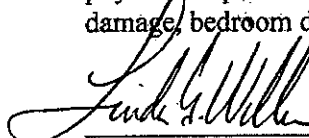
Seller

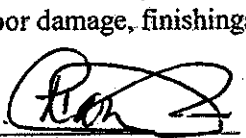
This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (http://www.trec.state.tx.us) TREC No. 39-6. This form replaces TREC No. 39-5.

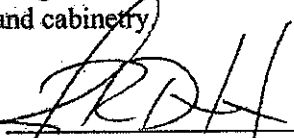


Attachment A – 3000 Speedway, Unit C, Austin, TX

1. The area between Unit C and Unit D (currently guest parking) shall be exclusively reserved as a walkway for Unit C. Buyer has the right to make reasonable modifications to block the entrance of vehicles into this tract.
2. Buyer (at buyer's expense) will clean, restore, and paint the exterior walls of Unit C. Seller (at seller's expense) will then follow such reparation as example and restore the neighboring walls of Unit B and Unit D in a comparable manner.
3. Buyer (at buyer's expense) has the right to make further modifications such as improve window thickness, add a translucent window to the porthole adjacent to the spiral staircase, and change the main entrance door to a solid, glassless, door.
4. Seller (at seller's expense) will repair the squawks which were noted throughout the physical inspection on March 23, 2009 including, but not limited to, window frame damage, bedroom door damage, finishings, and cabinetry


Buyer **Commerce Services Limited**
Corporate Associates Limited
Directors


Seller

 3/26/09

CHAMBERLAIN, HRDLICKA, WHITE, WILLIAMS & AUGHTRY

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

ATTORNEYS AT LAW

1200 SMITH STREET, SUITE 1400

HOUSTON, TEXAS 77002

(713) 658-1818 (800) 342-5829

(713) 658-2553 (FAX)

www.chamberlainlaw.com

ATLANTA
DENVER
PHILADELPHIA
SAN ANTONIO

R. KYLE HAWES
SHAREHOLDER
DIRECT DIAL NO. (713) 356-1727
E-MAIL: kyle.hawes@chamberlainlaw.com

July 6, 2012

Via Federal Express Delivery

City of Austin
Planning & Development Review Department
One Texas Center
505 Barton Springs Road, 2nd Floor
Austin, Texas 78704

Re: 3000 Speedway, Building 2, Unit C, Austin, Texas

Dear Sir/Madam:

I am the attorney for Karpel Investment Limited ("Karpel"), the owner of the Unit designated above. On behalf of Karpel, enclosed is an Application to the Board of Adjustment concerning the above-referenced property. We understand the City of Austin has issued a Notice of Zoning Violation concerning a Bicycle Rack/Bollard on the affected property. Our client is seeking a variance in this instance. We also enclose the application fee in the amount of \$360.00 to cover the cost of filing.

Please advise as to the next possible steps to address this matter. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



R. Kyle Hawes

RKH:
1039919_1

Enclosures

cc: Carter Shanklin
Jacaranda Management

Client

Part 6

North University
Neighborhood Consecutive

4. Site development standards for certain two-family residential uses. Except in the Guadalupe District, this section applies to construction of a two-family residential use on property that is located in a townhouse and condominium residence (SF-6) district or less restrictive zoning district. Except as otherwise provided in this section, construction must comply with the regulations for the family residence (SF-3) district. Construction may comply with the regulations of the district in which the use is located if construction complies with the compatibility standard of the Code.
5. Two-family residential use.
 - a. In the Residential District, a two family residential use is permitted on a lot that is 7,000 square feet or larger and has a front lot width of at least 50 feet.
 - b. In District 1A, a two family use is permitted on a lot that is at least 7,000 square feet or larger and has a front lot width of at least 48 feet.
 - c. Except as otherwise provided in this section, the maximum gross floor area of the rear dwelling unit of a two-family residential use is 850 square feet. On a corner lot, the rear dwelling unit may exceed 850 square feet if:
 - 1) living space is provided on the ground floor.
 - 2) one unit has frontage on a north-south street; and
 - 3) one unit has frontage on an east-west street.
6. Duplex residential use. In the Residential District, a duplex residential use is permitted on a lot that is 7,000 square feet or larger and has a front lot width of at least 50 feet.
7. Parking.
 - a. Except as otherwise provided in this section, a parking space for a residential use may not be located in a street side yard.
 - b. The maximum number of parking spaces in all street yards on a site is two.
 - c. Pavement for a parking space in a front yard may not be located in front of a principal structure.

d. Except for a single-family or two-family residential use, excess parking is prohibited.

e. This subsection applies to an existing single-family, duplex, or two-family residential. If 400 square feet or more are added to the conditioned gross building floor area, the use must comply with current parking regulations. This includes conversion of accessory space to habitable space.

f. A person may not reduce existing parking spaces to a number less than the number of spaces prescribed in the City Code for the present use nor may a person reallocate existing parking spaces to a new use unless the prior use is terminated or reduced in size.

g. For a multi-family use, a parking space must be provided for each bedroom in a dwelling unit.

h. For tandem parking, only one car may be parked behind one other. This provision includes a car parked in a garage or open parking area.

i. The following provision applies to required parking spaces.

1) For a single-family residential use, tandem parking is permitted.

2) For a multi-family use, tandem parking is permitted if both spaces are assigned to the same unit.

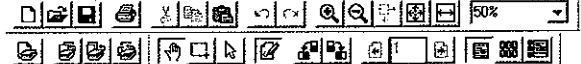
3) For a duplex or two-family residential use, tandem parking is permitted if the use is less than 2,500 gross square feet.

j. This section applies to a duplex or two-family residential use if there are at least five bathrooms in all buildings in which the use is located. An additional parking space is required for each new full bathroom constructed on the property.

k. The parking requirements in Title 25 and this ordinance apply to a two-family or duplex residential use that is converted from a single-family use.

8. Driveways and parking access.

a. A driveway that provides four or fewer required parking spaces may be designed with gravel surfacing or using driveway runners. The Director of the Watershed



ng Company
ite E
689

ations Inc.
Ste. 111

Scope of Work: New 5 unit condominium project in (3)- 3 story buildings w/ open roof terraces:

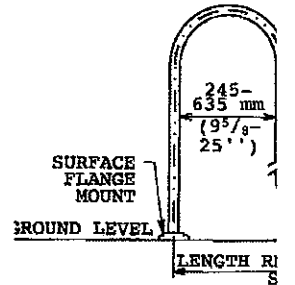
- Bldg. 1- (1) 3 bedroom unit at 1510 sf
(1) 2 bedroom units at 1390 sf
Total 2900 sf- 5 bedrooms
- Bldg. 2- (1) 2 bedroom unit at 1390 sf
Total 1390 sf- 2 bedrooms
- Bldg. 3- (1) 3 bedroom unit at 1510 sf
(1) 2 bedroom unit at 1390 sf
Total 2900 sf- 5 bedrooms

Parking

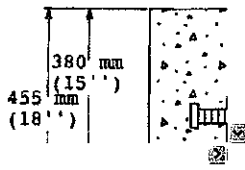
1 space per bedroom required min. and max. as per 040826-58
- 12 bedrooms proposed
10 covered parking spaces and 2 uncovered spaces provided
All provided spaces shall be 9'wide 18'6" deep

Bicycle Parking- the greater of 5% or 5 spaces.
5 spaces provided at 'open space' courtyard.

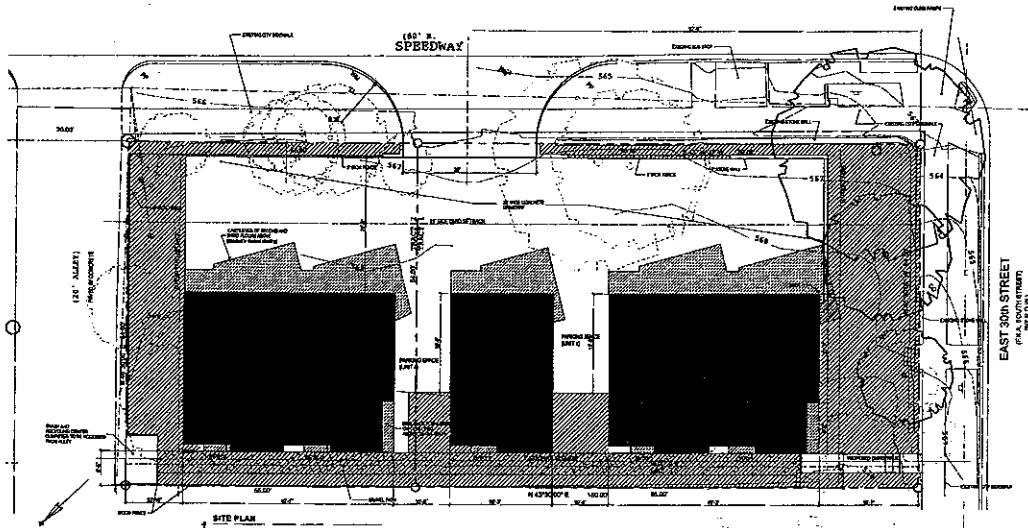
Zoning- Area Calculations	proposed	allowable
Site square footage	9600 sf	
MF-4 minimum site area per dwelling for 2+ bedroom units	1920 sf	1200 sf min.



INSTALLATION-PIPE
450 mm (18")
BACKFILLED WITH
SECURED WITH AN



SP-06-0368c



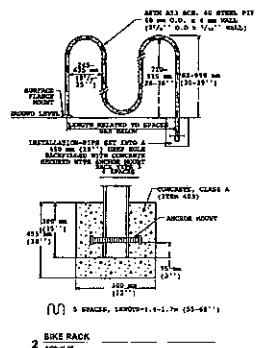
1 SITE PLAN
12"x18"

PROJECT INFORMATION

Owner: [Name]
 Architect: [Name]
 Engineer: [Name]
 City: [Name]

Project Description

Item	Quantity	Unit	Notes
Concrete Slab	1200	SF	4" thick
Reinforcing Steel	1200	LB	#4 bars
Formwork	1200	SF	18" high
Foundation	1200	SF	18" high
Roofing	1200	SF	Asph/Flt
Interior Finishes	1200	SF	Plaster
Exterior Finishes	1200	SF	Stucco
Mechanical	1200	SF	AC Units
Electrical	1200	SF	Panel
Plumbing	1200	SF	Fixtures
Paint	1200	SF	Interior
Landscaping	1200	SF	Grass
Site Work	1200	SF	Grading
Permit Fees	1200	SF	City
Professional Fees	1200	SF	Architect
Contingency	1200	SF	10%
Total	1200	SF	



2 BIKE RACK
12"x18"

PERMITS

City of Austin
 Department of Public Works
 Engineering Division
 206 E. 30th Street
 Austin, Texas