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RESTRICTIVE COVENANT AMENDMENT REVIEW SHEET

CASE: C14-85-288.45 (RCA2) **P.C. DATE:** January 22, 2013
Covered Bridge Planned Unit Development (PUD)

ADDRESS: 6714 Covered Bridge Drive

OWNERS: PPF AMLI Covered Bridge Drive, LLC (Tract 1); CBAL Whitecroe LLC (Tracts 2 & 4); Covered Bridge Section 8, LLC (Tract 3)

AGENT: Thrower Design (A. Ron Thrower)

EXISTING ZONING: GR-NP, GR-CO-NP, MF-1-NP, SF-6-NP, RR-NP

TO: PUD-NP

AREA: 32.025 acres proposed to be removed out of 194.74 acre restrictive covenant

SUMMARY STAFF RECOMMENDATION:

Staff recommends approval of the amendment of the restrictive covenant to remove 32.025 acres out of the 194.74 acre restrictive covenant. This restrictive covenant amendment (RCA) is contingent on the concurrent approval of Planned Unit Development-Neighborhood Plan (PUD-NP) zoning, which is currently being processed under City File # C1814-2012-0055 as Covered Bridge PUD.

ISSUES:

The existing restrictive covenant entitles the majority of the property comprising Covered Bridge PUD to be developed with high intensity land uses, and subject to Williamson Creek Watershed Ordinance (WCO). As part of an agreement that will allow the PUD to rearrange approved land uses, the Applicant has agreed to reduce development intensity, restrict land uses, reduce impervious coverage, and provide increased water quality controls than designated in the RC. The RCA will not affect the remainder of the RC land area (162.715 acres).

DEPARTMENT COMMENTS:

The RC subject property is located on the south side of SH Highway 71 West, in the vicinity of Covered Bridge Drive. (**Exhibit A – Location Map**).

The subject RC was created in 1985, and the original 194.74 acre land area has since been redivided into multiple tracts (**Exhibit B- Restrictive Covenant**). 32.025 acres of the original 194.74 acre RC that are now part of the proposed Covered Bridge PUD site (**Exhibit C- RC Tracts on PUD Site**). The remainder of the RC land area (162.715 acres) includes the City of Austin Oak Hill regional detention pond site, and several private properties and developments.

Four tracts comprise the proposed Covered Bridge PUD site; Tracts 1, 2, and 3 (approximately 32.03 acres cumulatively) have development entitlements based on the subject RC. Tract 4 (approximately 6.10 acres) is subject to current regulations (**Exhibit D- PUD Tracts**). The PUD-NP rezoning proposes a compromise between the RC terms and current standards for all four tracts, as well as switching the

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locations of residential and commercial development. The overall proposal is a reduction of development intensity from the levels achievable under the RC, but still more intense than current regulations. For the PUD-NP rezoning to proceed, the RC conditions must be stripped from the 32.03 acres within the PUD boundary.

Applicant's Request

The Applicant proposes no changes to the RC except to remove the 32.03 acres within the PUD boundary. This restrictive covenant amendment (RCA) is contingent on the concurrent approval of Planned Unit Development-Neighborhood Plan (PUD-NP) zoning, which is currently being processed under City File # C1814-2012-0055 as Covered Bridge PUD (**Exhibit E- Applicant Letter and Draft RCA**). The PUD regulations will supplant RC regulation for the 32.03 portion. The subject RC regulated land uses and locations, impervious cover limits, building coverage, applicable watershed ordinance, curb cuts, development intensity, right-of-way dedication, and more.

Land Use:

The PUD-NP rezoning proposes reorganizing land uses that were previously established by the subject RC. These documents permitted commercial land uses near US Highway 71 (Tract 1) and townhouse/condominium land uses further south (Tract 2). With the proposed PUD-NP request, a mix of commercial and multifamily would be permitted on Tract 1, and congregate living, which is considered civic, would be the primary use on Tracts 2 and 4. Tract 3 would remain undeveloped except for water quality features.

The proposed PUD-NP land uses are consistent with community commercial-mixed use (GR-MU) zoning district, with the following specific uses: 250 multifamily units, 8,000 square feet of general retail, 8,000 square feet of restaurant, 16,000 square feet of administrative/ business office, and a 105-bed congregate living facility.

Environmental:

COA Watershed Protection Department has recommended the PUD-NP request, as presented in the memorandum to the Environmental Board for consideration on January 16, 2013 (**Exhibit F- Memo to EV Board**). A summary of the Staff recommendation from that memo follows, and items in bold are directly related to the proposed RCA:

"Staff recommends approval of this PUD because:

- **Impervious cover is reduced by 4.1 acres compared to what could be built under the restrictive covenant for tracts 1-3.**
- **Provides treatment for portions of Hwy 71 that are currently untreated.**
- Significantly reduces pollutant loadings by approximately 200-700% depending on pollutant.
- **Provides significant protection to Williamson Creek from development allowed under existing entitlements by:**
 - Prohibiting development on tract 3,
 - Prohibiting development in CWQZ on tract 2 other than re-irrigation use
 - Moving development on tract 2 to the area furthest from the creek, and
 - Prohibiting development in the CWQZ on tract 1 other than a biofiltration pond and single driveway

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- Protects numerous large pecan trees on tract 2 and **requires compliance with all aspects of the City's tree protection rules.**
- Incorporates water conservation measures such as rainwater harvesting and native landscaping."

Another key summary from the memo is shown below, again with bold emphasis on RCA issues added:

Comparison of Allowed vs. Proposed Impervious Cover and Water Quality

Tract	Allowed IC (ft ²)	Proposed IC (ft ²)	Allowed Water Quality	Proposed Water Quality
1	324,086	338,000	1980's Sed/filtration	Modern biofiltration
2	301,000	91,000	1980's Sed/filtration	SOS non-degradation
3	70,785	0	1980's Sed/filtration	No development
4	21,508	108,000	SOS non-degradation	SOS non-degradation
Total	717,379	537,000		

EXISTING ZONING AND LAND USES:

	ZONING	LAND USES
Site	GR-NP, GR-CO-NP, MF-1-NP, SF-6-NP, RR-NP	Undeveloped, joint access driveway
North	AG-NP, LR-NP, GR-NP	Agricultural, Undeveloped, Civic, Multifamily
South	SF-6-NP	Civic, Residential
East	MF-1-NP, SF-2-CO-NP	Multifamily, Townhouse/condominium, Park, Undeveloped
West	RR-NP	Residential

NEIGHBORHOOD PLAN AREA: Oak Hill Combined, (West Oak Hill)

WATERSHED: Williamson Creek/Barton Springs Zone/Edwards Aquifer Contributing Zone

TIA: See Transportation Comments, Page 4

SCENIC ROADWAY: No

CAPITOL VIEW CORRIDOR: No

DESIRED DEVELOPMENT ZONE: No

NEIGHBORHOOD ORGANIZATIONS:

Oak Hill Association of Neighborhoods
 Hill Country Estates Homeowners Association
 Covered Bridge Property Owners Association
 Covered Bridge Property Owners Association, Inc.
 Wynnrock Area Neighborhood Association
 Gardens at Covered Bridge HOA
 Thomas Springs Alliance
 Oak Hill Trails Association
 Oak Hill Neighborhood Planning Contact Team

**SCHOOLS:**

Oak Hill Elementary School

Small Middle School

Austin High School

CASE HISTORIES:

NUMBER	REQUEST	COMMISSION	CITY COUNCIL
C14-98-0223 (see below)	MF-1 to GR-CO	Approved GR-CO. limiting trips to 2,000/day (Vote: 9-0). 1/19/99	Approved as recommended 2/25/1999

RELATED CASES:

All of the existing zoning on the PUD site was zoned in 1985, as part of the Oak Hill Study, including the subject RC. A portion of Tract 1 was rezoned from MF-1 to GR-CO in 1998, as C14-98-0223.

ABUTTING STREETS:

Name	ROW	Pavement	Class	Sidewalk	Bus Route	Bike Route
US Highway 71 West	150'	75'	Hwy	No	No	No
Covered Bridge Drive	60'	40'	Collector	No	No	No

BASIS FOR STAFF RECOMMENDATION:

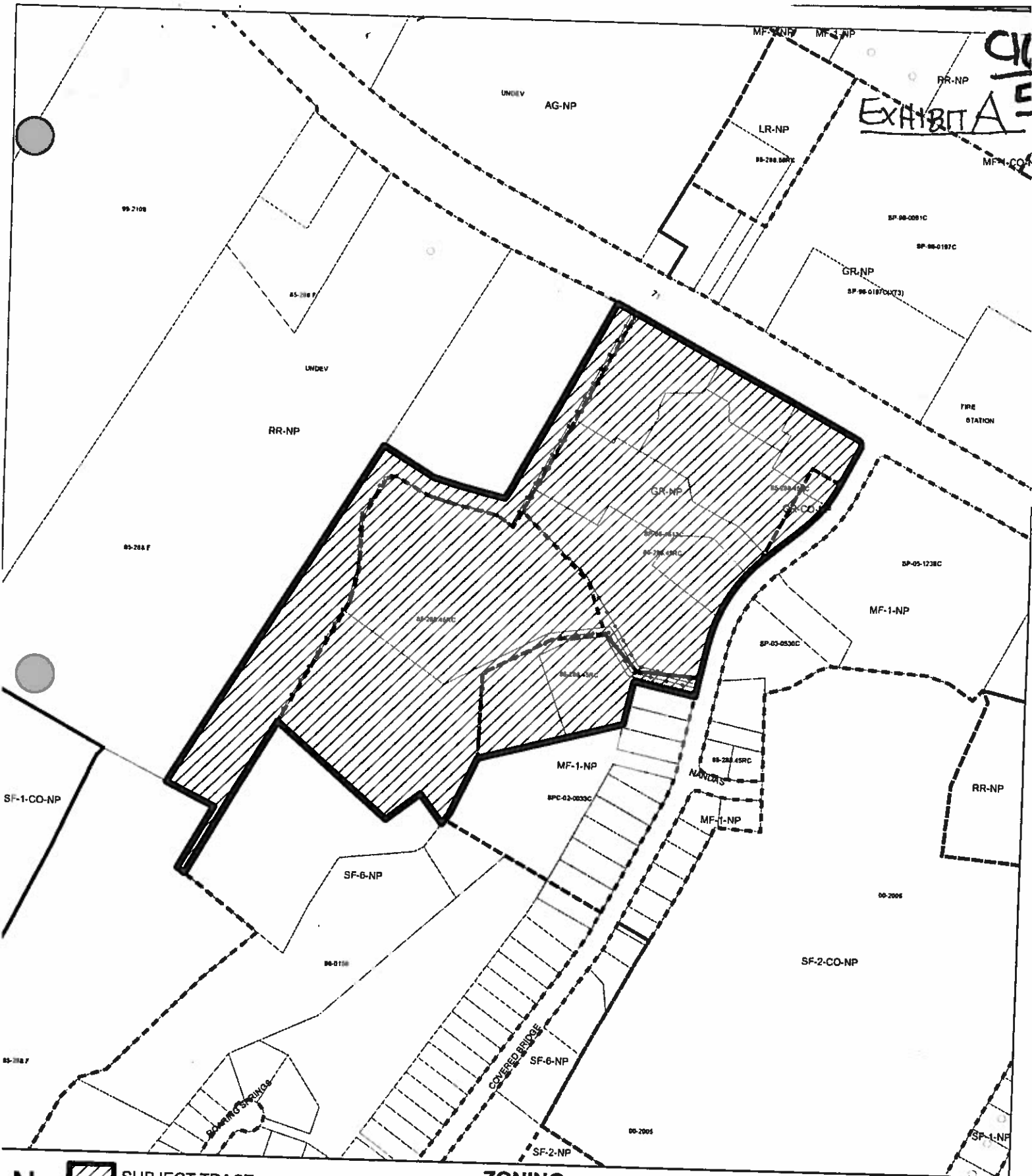
Removing the 32.03 acres of land that are within the PUD boundary from the restrictive covenant will allow the Covered Bridge PUD-NP rezoning request to proceed. The PUD regulations would remove significant entitlements from the property, and promote development that is less intensive, has greater water quality controls, and numerous other improved regulatory features.

CITY COUNCIL DATE: January 31, 2013**ACTION:**

CASE MANAGER: Heather Chaffin
e-mail: heather.chaffin@ci.austin.tx.us

PHONE: 974-2122

EXHIBIT A



- SUBJECT TRACT
- PENDING CASE
- ZONING BOUNDARY

ZONING
ZONING CASE#: C14-2012-0055

= 400'

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

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



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ZONING CASE NO. C14-85-288
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THE STATE OF TEXAS

COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, of Deaf Smith County, Texas is owner of the following described property (hereinafter referred to as "the property"), to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property;

and,

WHEREAS, the City of Austin, Texas, a municipal corporation, and the undersigned owner of the property have agreed that the property should be impressed with certain covenants and restrictions running with the land, for the benefit of the owner, the benefit of the public, and the more appropriate development and benefit of the property, and desire to set forth such agreement in writing;

NOW, THEREFORE, for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid by the City of Austin, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned owner does hereby impress upon the property, the following covenants, Conditions and restrictions, which shall be deemed and considered to be covenants running with the land, and which shall be binding on the undersigned owner, its personal representatives, successors and assigns, as follows, to-wit:

1. The portion of the property zoned "GR" and designated as PARCEL 1 in Exhibit "B" attached hereto and made a part hereof for all purposes shall be limited to a maximum impervious coverage of fifty (50) percent and to a maximum building area of 105,500 square feet, and shall be further

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limited to two curb cuts among State Highway 71. Development of PARCEL 1 shall be in compliance with all provisions of the Williamson Creek Watershed Ordinance, Section 13-3-401 through 13-3-475 of the Austin City Code of 1981, as amended from time to time, except for the following ordinance sections:

Ordinance 801218-W: part 1, Section 203.3(c), (d) and (e); all of part 2;

Ordinance 810319-M: the part of section 101.2(b) reading "...or to a development within a recorded subdivision which was finally approved or disapproved by the Planning Commission prior to December 18, 1980[.];" all of sections 103.3(c), (d) and (e).

2. The portion of the property zoned "MF-1" and designated as PARCEL 2 and PARCEL 3A on Exhibit "B" each shall be limited to a maximum impervious coverage of fifty (50) percent, and PARCEL 2 shall be further limited to two curb cuts along State Highway 71. Any residential dwellings constructed upon these PARCELS shall be limited to a maximum of 120 units for PARCEL 2 and a maximum of 78 units for PARCEL 3A. Development of any PARCEL of the property zoned MF-1 shall comply with the same provisions of the Williamson Creek Watershed Ordinance as set forth in paragraph 1 of this covenant.

3. The portions of the property zoned "SF-6" and designated as PARCEL 3B and PARCEL 4 on Exhibit "B" each shall be limited to a maximum impervious coverage of fifty (50) percent. Any residential dwellings constructed upon these PARCELS shall be limited to a maximum of 72 units for PARCEL 3B and a maximum of 250 units for PARCEL 4. Development within any PARCEL of the property zoned SF-6 shall not occur on any slope which is fifteen (15) percent or greater.

4. Any residential dwellings constructed upon the portion of the property zoned "SF-2" and designated as PARCEL 5 on Exhibit "B" shall be limited to a maximum of 75 units. Development of any PARCEL of the property zoned SF-2 shall

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comply with the same provisions of the Williamson Creek Watershed Ordinance as set forth in paragraph 1 of this covenant.

5. Any residential dwellings constructed upon the portion of the property zoned "SF-1" and designated as PARCEL 6 on Exhibit "B" shall be limited to a maximum of 75 units.

6. Any residential dwellings constructed upon the portion of the property zoned "RR" and designated as PARCEL 7 on Exhibit "B" shall be limited to a maximum of 13 units.

7. During the process of subdividing the property, right-of-way for the proposed Covered Bridge Parkway (a 4-lane divided roadway) shall be dedicated from State Hwy 71 to the rear property line. The alignment of such right-of-way shall be coordinated with adjoining property owners and the obligations for construction of said roadway as normally apply in the subdivision process shall apply.

8. When a proposed site plan for any portion of the property which is subject to site plan review under the City of Austin Zoning Ordinance is submitted to the City for approval, notice of said submittal shall be given to the Westview Estates Homeowner's Association, Windmill Run Neighborhood Association and West Oaks Neighborhood Association. If notice is not given by the City, the applicant shall give such notice which shall be given in writing by certified mail, return receipt requested, to the representative of each such association as registered with the City and shall be given within three working days of site plan submission to the City by depositing said notice in the U.S. Mail.

9. If any persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to

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Prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant; or to take any other action authorized by ordinance or utility service regulations of the City of Austin.

10. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in nowise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

11. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

12. 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, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owner(s) of the above-described property at the time of such modification, amendment or termination.

EXECUTED this the 28th day of August, 1986.

HI-PLAINS SAVINGS & LOAN
ASSOCIATION

By Bernard M. Capps, Sr.
Name: Bernard M. Capps, Sr.
Title: President

THE STATE OF TEXAS
COUNTY OF DEAF SMITH

This instrument was acknowledged before me on August 28th, 1986 by, Bernard M. Capps, Sr., President of Hi-Plains Savings and Loan Association, a savings and loan association, on behalf of said association.

My commission expires:
04-20-88

Bea Capps
Notary Public - State of Texas



NOTARY SEAL

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10EXHIBIT A

194.74 acres of land situated in Travis County, Texas, said 194.74 acres consisting of a 162.14 acre tract and an adjacent 32.6 acre tract.

The 162.14 acre tract being that 162.14 acres in the C.A. Bottom Survey No. 640, the Samuel Bishop Survey No. 100, and the A. Bowles Survey No. 93, Travis County, Texas, being all of that 162.14 acre tract as described in that deed from Covered Bridge Limited to Aaron Investments, as recorded in Volume 8140, Page 249 of the Deed Records of Travis County, Texas, the herein described tract contains all of Covered Bridge, Section One, a subdivision as recorded in Book 78, Page 67 of the Plat Records of Travis County, Texas (6.92 acres of which are contained within roadways dedicated to the public by said plat), and is more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found in the southwest line of Texas State Highway No. 71 and a northeast line of the herein described tract at Engineer's Station 1720+00;

THENCE with the common line of said highway and the herein described tract S 59° 50' 00" E, a distance of 1283.54 feet to an iron rod found at a corner fence post for an east corner of the herein described tract and the north corner of that certain 5.41 acre tract once conveyed to P.B. Mabry by deed recorded in Volume 2572, Page 439 of the Deed Records of Travis County, Texas;

THENCE leaving said Highway 71 with the common line of the herein described tract and the said Mabry 5.41 acre tract as fenced S 29° 51' 00" W, a distance of 321.24 feet to an iron rod found at a corner fence post on the north bank of Williamson Creek for a southerly corner of the herein described tract;

THENCE with a southerly line as fenced of the herein described tract being the line described in a boundary line agreement recorded in Volume 4413, Page 148 of the Deed Records of Travis County, Texas, the following ten (10) calls:

1. N 71° 31' 00" W, a distance of 363.20 feet to an iron rod found;
2. N 79° 40' 00" W, a distance of 134.46 feet to an iron rod found;
3. N 74° 37' 00" W, a distance of 180.16 feet to an iron rod found;
4. Crossing Williamson Creek S 45° 18' 00" W, a distance of 45.58 feet to an iron rod found;
5. N 53° 29' 00" W, a distance of 89.53 feet to an iron rod found;
6. N 70° 04' 00" W, a distance of 74.02 feet to an iron rod found;
7. N 84° 17' 00" W, a distance of 311.77 feet to an iron rod found;
8. S 72° 23' 00" W, a distance of 39.53 feet to an iron rod found;
9. S 59° 34' 00" W, a distance of 103.79 feet to an iron rod found; and
10. S 77° 05' 00" W, a distance of 83.75 feet to an iron rod found at a corner fence post for an interior corner of the herein described tract and in the northwesterly line of that certain 51.7 acre tract

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conveyed to the Veteran's Land Board of Texas by Maurine Biggs, recorded in Volume 1347, Page 5 of the Deed Records of Travis County, Texas, same being in an easterly line of said Covered Bridge, Section One;

THENCE with the common line of the herein described tract and the said 51.7 acre tract, same being the southeasterly line of said Covered Bridge, Section One, the following eight (8) calls:

1. S 02° 00' 00" W, a distance of 434.28 feet to a concrete monument found;
2. N 84° 12' 00" W, a distance of 144.53 feet to an iron rod found;
3. S 24° 51' 00" W, a distance of 36.89 feet to an iron rod found;
4. S 29° 31' 00" W, a distance of 218.61 feet to an iron rod found;
5. S 32° 36' 00" W, a distance of 242.40 feet to a concrete monument found;
6. S 30° 40' 00" W, a distance of 366.89 feet to a concrete monument found;
7. S 29° 41' 00" W, a distance of 126.92 feet to an iron rod found; and
8. S 28° 48' 00" W, a distance of 95.34 feet to an iron rod found for a west corner of said 51.7 acre tract;

THENCE continuing with the common line of the herein described tract, said Covered Bridge, Section One, and the southwest line of said 51.7 acre tract, S 57° 19' 00" E, a distance of 232.84 feet to a concrete monument found for a north corner of that certain tract once conveyed to Bill Milburn, recorded in Volume 6511, Page 1462 of the Deed Records of Travis County, Texas;

THENCE leaving the said 51.7 acre tract with the common line of the herein described tract and the said Milburn tract, same being a southeasterly line of Covered Bridge, Section One, S 30° 46' 34" W, a distance of 359.85 feet to a concrete monument found for the south corner of said Covered Bridge, Section One;

THENCE leaving said Covered Bridge, Section One, with the common line as fenced of the herein described tract and said Milburn Tract, S 28° 09' 55" W, a distance of 12.65 feet to an iron rod found for a northeast corner of Windmill Run, Section Two-A, a subdivision as recorded in Book 80, Page 186 of the Plat Records of Travis County, Texas;

THENCE with the common line of the herein described tract and said Windmill Run, Section Two-A, the following six (6) calls:

1. S 29° 55' 54" W, a distance of 349.83 feet to an iron rod found;
2. S 29° 45' 34" W, a distance of 117.12 feet to an iron rod found;
3. S 30° 01' 38" W, a distance of 106.59 feet to an iron rod found;
4. S 30° 14' 17" W, a distance of 154.33 feet to an iron rod found;
5. S 30° 08' 13" W, a distance of 404.17 feet to an iron pipe found;
6. S 30° 40' 12" W, a distance of 63.12 feet to an iron rod found;

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THENCE S 30° 11' 58" W, a distance of 403.38 feet to an iron rod found for the common boundary of Windmill Run, Section One, a subdivision as recorded in Book 78, Page 50 of the Plat Records of Travis County, Texas, and Windmill Run, Section Three B, a subdivision as recorded in Book 78, Page 14 of the Plat Records of Travis County, Texas, passing at 28.49 the common boundary of said Windmill Run, Section Two-A, and the said Windmill Run, Section One;

THENCE continuing with the common line of the herein described tract and the said Windmill Run, Section Three-B, the following four (4) calls:

1. S 30° 07' 17" W, a distance of 420.43 feet to an iron rod found;
2. S 31° 11' 06" W, a distance of 27.50 feet to an iron pipe found;
3. S 30° 09' 39" W, a distance of 375.87 feet to an iron rod found in the west right-of-way of Fenton Drive, a public street; and,
4. S 30° 06' 26" W, a distance of 120.24 feet to an iron rod found;

THENCE leaving the said Windmill Run, Section Three B, with the common line of the herein described tract and Westoaks, Section Two, a subdivision as recorded in Book 18, Page 8 of the Plat Records of Travis County, Texas, the following twelve (12) calls:

1. S 75° 16' 00" W, a distance of 8.31 feet to a point;
2. N 59° 49' 00" W, a distance of 188.20 feet to a concrete nail found at fence corner;
3. N 59° 44' 00" W, a distance of 147.92 feet to an iron pipe found;
4. N 59° 21' 00" W, a distance of 150.10 feet to an iron pipe found at fence corner;
5. N 59° 31' 00" W, a distance of 156.64 feet to an iron pipe found at fence corner;
6. N 60° 10' 00" W, a distance of 153.27 feet to an iron pipe found;
7. N 58° 24' 00" W, a distance of 266.30 feet to an iron rod found;
8. N 57° 50' 00" W, a distance of 341.36 feet to an 60d nail found at fence corner;
9. N 57° 44' 00" W, a distance of 294.96 feet to an iron pipe found in concrete at fence corner;
10. N 56° 58' 00" W, a distance of 248.74 feet to an iron rod found;
11. N 62° 17' 00" W, a distance of 21.24 feet to an iron rod found; and
12. N 50° 22' 00" W, a distance of 22.20 feet to an iron rod found at fence corner for the west corner of the herein described tract in the north corner of the said Westoaks, Section Two, and in the southeast line of Westview Estates, Section Two, a subdivision as recorded in Book 60, Page 83 of the Plat Records of Travis County, Texas, from which an iron pipe found bears S 48° 29' 00" W, a distance of 2.26 feet;

THENCE leaving said Westoaks, Section Two, with the common line as fenced of the herein described tract and said Westview Estates, Section Two, the following two (2) calls:

1. N 27° 56' 00" E, a distance of 128.32 feet to an iron rod found; and

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2. N 30° 35' 00" E, a distance of 128.20 feet to an iron rod set at fence corner for the southeast corner of the said Westview Estates, Section Two, and the southwest corner of Westview Estates, Section Three, a subdivision of record in Book 65, Page 85 of the Plat Records of Travis County, Texas;

THENCE with the common line as fenced of the herein described tract and Westview Estates, Section Three, the following seven (7) calls:

1. N 30° 11' 00" E, a distance of 146.71 feet to an iron rod found at fence corner;
2. N 29° 47' 00" E, a distance of 149.32 feet to an iron rod found in the south line of Towana Trail, a public street;
3. N 29° 47' 00" E, a distance of 60.00 feet to an iron rod found in the north line of said street;
4. N 29° 35' 00" E, a distance of 87.82 feet leaving said Towana Trail to an iron rod found;
5. N 29° 10' 00" E, a distance of 354.13 feet to an iron rod found;
6. N 30° 40' 00" E, a distance of 263.30 feet to an iron rod found; and
7. N 29° 58' 00" E, a distance of 156.31 feet to an iron rod found at fence corner for a north corner of the herein described tract;

THENCE leaving said Westview Estates, Section Three, with a westerly line as fenced of the herein described tract and the southeasterly line of a remaining portion of that certain 233.79 acre tract once conveyed by Rosa White to Dudley White, Jr., by deed dated June 22, 1960, recorded in Volume 2477, Page 270 of the Deed Records of Travis County, Texas, the following six (6) calls:

1. S 50° 59' 00" E, a distance of 729.78 feet to an iron rod found at fence corner for an interior corner;
2. S 53° 02' 00" E, a distance of 520.85 feet to an iron rod found at fence corner for an interior corner;
3. N 44° 43' 00" W, a distance of 183.51 feet to an iron rod found;
4. N 42° 31' 00" W, a distance of 105.06 feet to an iron rod found;
5. N 40° 46' 00" W, a distance of 253.08 feet to an at fence corner; and
6. N 31° 06' 00" E, a distance of 207.61 feet to an iron rod found for a north corner of the herein described tract;

THENCE with the common line of the herein described tract and the southeasterly line of said remaining portion of the said White Tract as fenced the following nine (9) calls:

1. N 44° 46' 00" E, a distance of 82.03 feet to an iron rod found;
2. N 73° 33' 00" E, a distance of 87.09 feet to an iron rod found;
3. N 46° 27' 00" E, a distance of 419.11 feet to an iron rod found;
4. N 52° 50' 00" E, a distance of 219.70 feet to an iron rod found at fence corner;
5. S 46° 34' 00" E, a distance of 81.36 feet to an iron rod found at fence corner for an interior corner;

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6. N 26° 12' 00" E, a distance of 154.38 feet to an iron rod found;
7. N 34° 23' 00" E, a distance of 184.87 feet to an iron rod found at fence corner;
8. N 85° 32' 00" E, a distance of 242.39 feet to an iron rod found; and
9. N 67° 47' 00" E, a distance of 56.76 feet to an iron rod found for a corner in a westerly line of said Covered Bridge, Section One, being the west corner of Lot 6, Block "J" of said subdivision;

THENCE continuing with the common line of the herein described tract and said remainder of the White tract, same being a northwesterly line of said Covered Bridge, Section One, the following four (4) calls:

1. N 38° 21' 00" E, a distance of 128.69 feet to an iron rod found;
2. N 27° 10' 00" E, a distance of 197.65 feet to a concrete monument found;
3. N 77° 27' 00" E, a distance of 474.70 feet to a concrete monument found;
4. N 14° 41' 00" E, a distance of 172.00 feet to an iron rod found for the northwest corner of Lot 7, Block "H" of said Covered Bridge, Section One;

THENCE leaving said Covered Bridge, Section One, and continuing with the common line as fenced of the herein described tract and the said White remainder tract the following two (2) calls:

1. N 14° 41' 00" E, a distance of 308.29 feet to an iron rod found; and
2. N 41° 15' 00" E, a distance of 695.84 feet to an iron rod found for the north corner of the herein described tract, same being in the southwest line of said Texas State Highway No. 71;

THENCE leaving the said White remainder tract with the common line of the herein described tract and said Highway No. 71, S 59° 51' 00" E, pass at 196.00 feet an iron rod found for the point of curvature of a right-of-way return curve in the west line of Covered Bridge Drive, a 64 foot public street, pass at 300.00 feet an iron rod found for the point of curvature of a right-of-way return curve in the east line of said street, a total distance of 302.33 feet to the POINT OF BEGINNING, and containing 162.14 acres, more or less, SAVE AND EXCEPT, HOWEVER, any and all areas dedicated to the Public by the subdivisional plat of Covered Bridge, Section One, of record in Book 78, Pages 67-68 of the Plat Records of Travis County, Texas.

The 32.6 acre tract being that 32.6 acres in the H. McClure Survey No. 94, the A. Bowles Survey No. 63, and the S. J. Bishop Survey No. 100, Travis County, Texas, being a portion of that certain 223.76 acre tract of land as conveyed to Dudley White, Jr. by deed recorded in Volume 2477, Page 277 of the Deed Records of Travis County, Texas, and is more particularly described by metes and bounds as follows:

BEGINNING FOR REFERENCE at an iron pin found in the South r.o.w. line of State Hwy. No. 71 at the most Northerly corner of the said Dudley White Tract, same being the most Easterly corner of that certain tract of land as conveyed to Harry Marx by deed recorded in Volume 3792, Page 57 of the Deed Records of Travis County, Texas;

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THENCE with the South r.o.w. line of State Hwy. 71, S 59° 41' E for a distance of 60.00 feet to an iron pin set for the most Northerly corner and the PLACE OF BEGINNING hereof;

THENCE continuing with the said South r.o.w. line, same being the Northeast line of the herein described tract, S 59° 41' E for a distance of 614.14 feet to an iron pin found for the most Easterly corner hereof;

THENCE along the Southeasterly line of the herein described tract of land, the following courses:

1. S 41° 15' W for a distance of 695.18 feet to an iron pin found;
2. S 14° 40' W for a distance of 480.32 feet to an iron pin found;
3. S 77° 27' W for a distance of 474.54 feet to an iron pin found;
4. S 27° 09' W for a distance of 197.92 feet to an iron pin found;
5. S 38° 21' W for a distance for a distance of 128.55 feet to an iron pin found;
6. S 67° 47' W for a distance of 56.74 feet to an iron pin found;
7. S 85° 29' W for a distance of 242.44 feet to an iron pin found;
8. S 34° 23' W for a distance of 184.87 feet to an iron pin found;
9. S 26° 10' W for a distance of 154.48 feet to an iron pin found for the most Southerly corner hereof;

THENCE with the Southwest line of the herein described tract, N 46° 36' W for a distance of 81.320 feet to an iron pin set and continuing with a fence line N 49° 45' W for a distance of 303.07 feet to an iron pin set for the most Southwesterly corner hereof;

THENCE along the Northwesterly line of herein described tract of land, the following courses:

1. N 31° 27' E for a distance of 320.04 feet to an iron pin set;
2. N 31° 40' E for a distance of 680.38 feet to an iron pin set;
3. N 16° 20' E for a distance of 106.01 feet to an iron pin set;
4. N 04° 12' E for a distance of 165.18 feet to an iron pin set;
5. N 33° 36' E for a distance of 50.27 feet to an iron pin set;
6. N 32° 01' E for a distance of 51.03 feet to an iron pin set;
7. N 32° 49' E for a distance of 43.66 feet to an iron pin set;
8. N 77° 27' E for a distance of 28.80 feet to an iron pin set;
9. S 58° 38' E for a distance of 119.79 feet to an iron pin set;
10. S 71° 39' E for a distance of 102.56 feet to an iron pin set;
11. S 75° 11' E for a distance of 125.25 feet to an iron pin set;
12. S 52° 58' E for a distance of 62.25 feet to an iron pin set;

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13. N 30° 26' E for a distance of 95.68 feet to an iron pin set;
14. N 30° 32' E for a distance of 687.68 feet to the PLACE OF BEGINNING and containing 32.60 acres of land, more or less.

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FILED

DEC 29 1986

Don S. [unclear]
COUNTY CLERK

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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 as

DEC 29 1986



Don S. [unclear]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photo copy, discolored paper, etc. All blockouts,
editions and changes were present at the time
the instrument was filed and recorded.

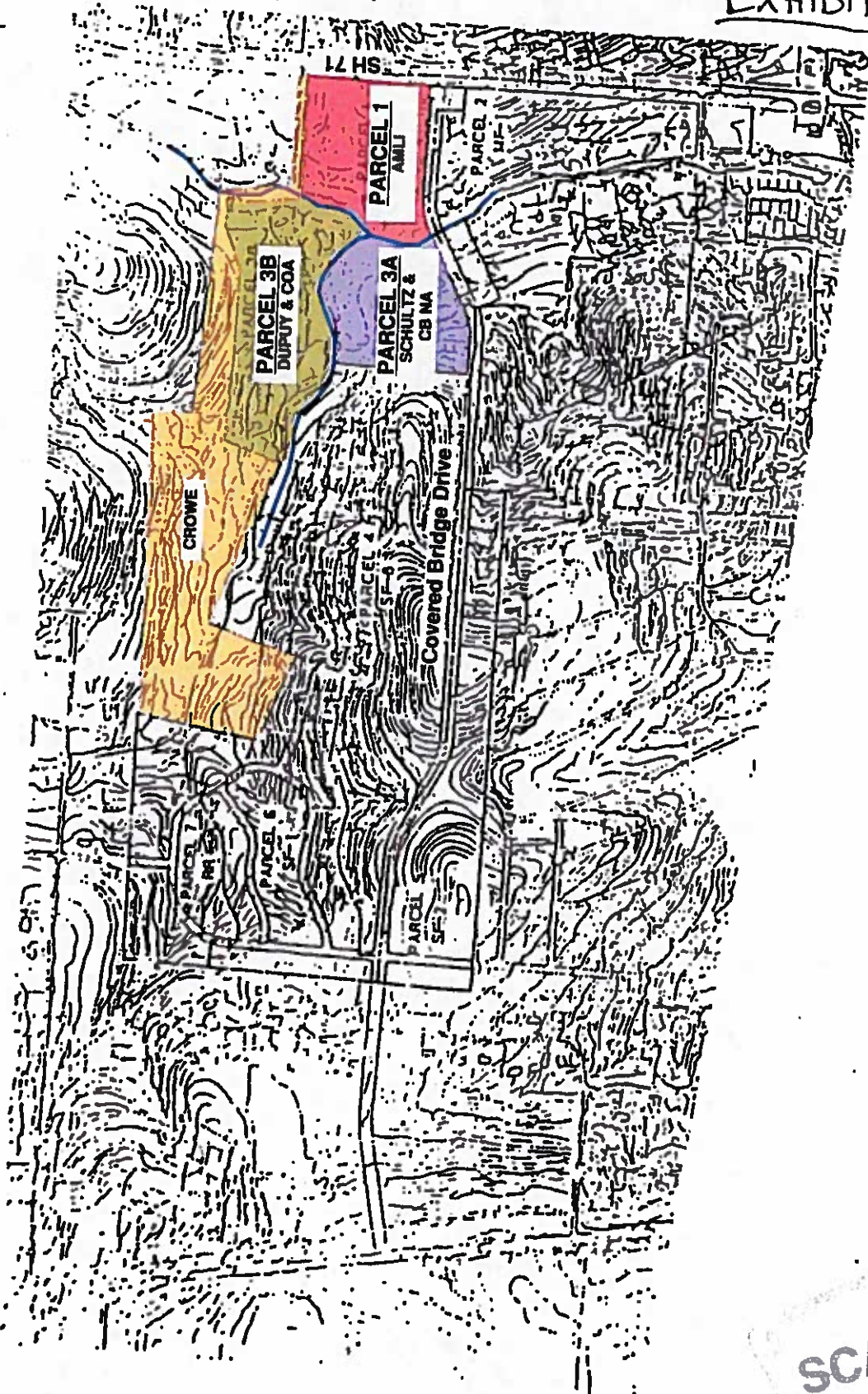
PLEASE RETURN TO:

CITY OF AUSTIN
DEPT. OF LAW
P. O. BOX 1088
AUSTIN, TEXAS 78767-6028

10028 0368

EXHIBIT C

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SCANNED

EXHIBIT D

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Covered Bridge Village PUD context - 100 scale - October 2011



JACKSON WALKER L.L.P.

ATTORNEYS & COUNSELORS

November 29, 2012

EXHIBIT E

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By Hand Delivery

Mr. Greg Guernsey, Director
Planning and Development Review Department
City of Austin
505 Barton Springs Road
Austin, Texas 78704

Re: Application for Restrictive Covenant Amendment in connection with
Covered Bridge Planned Unit Development ("PUD")

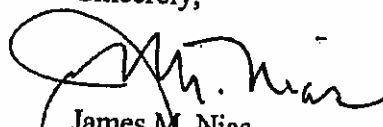
Dear Mr. Guernsey:

I am writing on behalf of the applicants for the proposed Covered Bridge PUD (C814-2012-0055), which include PPF AMLI Covered Bridge Drive, LLC; CBAL Whitecrowe LLC; and Covered Bridge Section 8, L.L.C. These applicants collectively own all of the property included in the PUD application. Most of this property is also subject to the Restrictive Covenant recorded at Volume 10028, Page 356 of the Real Property Records of Travis County, Texas (the "Restrictive Covenant"). The Restrictive Covenant was required by the City as a condition of Zoning Case No. C14-85-288 (Part 45) and has been repeatedly determined to be a basis for various development entitlements. The PUD applicants are being requested to amend the Restrictive Covenant to relinquish certain entitlements based on the Restrictive Covenant in favor of the proposed entitlements of the PUD.

The purpose of this correspondence is to make it clear that the submission of the request for amendment of the Restrictive Covenant is conditioned upon a satisfactory PUD approval. The applicants reserve the right to withdraw the application for amendment of the Restrictive Covenant and preserve their existing entitlements and projects in the event that satisfactory PUD approval is not granted.

We believe this position to be consistent with longstanding City policy that the mere filing of an application does not displace existing approvals and that only the new approval will serve to do that. If there is any disagreement with those principles in this case, please be so kind as to advise us immediately. Thank you for your attention to this matter.

Sincerely,



James M. Nias

100 Congress Avenue, Suite 1100 • Austin, Texas 78701 • (512) 236-2000 • fax (512) 236-2002

www.jw.com • Austin • Dallas • Fort Worth • Houston • San Antonio • Member of GLOBALAW™

SCANNED

cc: Taylor Bowen
Marcy Phillips
Bill Schultz
Stuart Dupuy
Ron Thrower

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RESTRICTIVE COVENANT MODIFICATION AGREEMENT

This Restrictive Covenant Modification Agreement ("Agreement") is entered into by and among **PPF AMLI Covered Bridge Drive, LLC**, a Delaware limited liability company ("PPF"); **CBAL Whitecroe LLC**, a Texas limited liability company ("CBAL"); **Covered Bridge Section 8, L.L.C.**, a Texas limited liability company ("CB8"); and the **City of Austin, Texas**, a Texas municipal corporation ("City").

WHEREAS, that certain Restrictive Covenant (the "Original Restrictive Covenant") was executed by Hi-Plains Savings & Loan Association on or about August 28, 1986 and recorded at Volume 10028, Page 356 of the Real Property Records of Travis County, Texas, as required by the City as a condition of Zoning Case No. C14-85-288 (Part 45), which Original Restrictive Covenant established certain covenants, conditions and restrictions for the real property more particularly described therein (the "Original Restricted Property"); and

WHEREAS, PPF is the current owner of a portion of the Original Restricted Property which is now described as the Amended Plat of the Amended Plat of Lots 53-55, Block D, Covered Bridge Subdivision, Section 2 and Lots 1-4, Block A, Covered Bridge Subdivision, Section 7, according to the plat recorded at Document No. 201000036 of the Official Public Records of Travis County, Texas (the "PPF Property"), and which was all or substantially all of "Parcel 1" as described in the Original Restrictive Covenant; and

WHEREAS, CBAL is the current owner of a portion of the Original Restricted Property which is now described as Lots 1 and 2 of Covered Bridge Subdivision, Section 8, according to the plat recorded at Document No. 200400100 of the Official Public Records of Travis County, Texas (the "CBAL Property"), and which was partially located within "Parcel 3A" and partially located within "Parcel 3B" as described in the Original Restrictive Covenant; and

WHEREAS, CB8 is the current owner of a portion of the Original Restricted Property which is now described as Lots 3 and 4 of Covered Bridge Subdivision, Section 8, according to the plat recorded at Document No. 200400100 of the Official Public Records of Travis County, Texas (the "CB8 Property"), and which was part of the property located within "Parcel 3A" as described in the Original Restrictive Covenant; and

WHEREAS, the PPF Property, the CBAL Property, and the CB8 Property have all been included within an application to the City for the approval of the Covered Bridge Planned Unit Development (the "PUD"), City Case No. C814-2012-0055; and

WHEREAS, PPF, CBAL, CB8 and the City have agreed that the provisions of the Original Restrictive Covenant, as they relate to the PPF Property, the CBAL Property, and the CB8 Property, shall be modified as a condition of the City's approval of the PUD;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PPF, CBAL, CB8, and the City hereby agree as follows:

1. The covenants contained in numbered paragraph 1 of the Original Restrictive Covenant, pertaining to "Parcel 1" as described in the Original Restrictive Covenant, shall no longer

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apply to the PPF Property, and PPF relinquishes the benefits of such covenants in favor of the entitlements of the PUD, as of the Effective Date of this Agreement.

2. The covenants contained in numbered paragraphs 2 and 3 of the Original Restrictive Covenant, pertaining to "Parcel 3A" and "Parcel 3B" as described in the Original Restrictive Covenant, shall no longer apply to the CBAL Property, and CBAL relinquishes the benefits of such covenants in favor of the entitlements of the PUD, as of the Effective Date of this Agreement.
3. The covenants contained in numbered paragraph 2 of the Original Restrictive Covenant, pertaining to "Parcel 3A" as described in the Original Restrictive Covenant, shall no longer apply to the CB8 Property, and CB8 relinquishes the benefits of such covenants in favor of the entitlements of the PUD, as of the Effective Date of this Agreement.
4. Nothing in this Agreement shall affect the rights, benefits or obligations under the Original Restrictive Covenant of any property owner whose property is included within the Original Restricted Property, but not included within the PPF Property, the CBAL Property, or the CB8 Property. Except as modified by this Agreement, the Original Restrictive Covenant shall remain in force and effect.
5. This Agreement shall be a covenant running with the land and shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.
6. This Agreement shall be construed under the laws of the State of Texas and venue for any dispute hereunder shall be in Travis County, Texas.
7. If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall in no wise affect the other parts of this Agreement, and such invalid or unenforceable portion shall be deemed severed from this Agreement while the remainder hereof shall remain in full force and effect.
8. 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, and (b) the owner(s) of the property which is the subject of such modification, amendment or termination at the time of such modification, amendment or termination; and any such modification, amendment or termination must be recorded in the office of the County Clerk of Travis County, Texas.
9. The persons executing this Agreement warrant and represent that they have the capacity and authority to do so. The City Manager or his designee was authorized to execute this Agreement on behalf of the City by action of the City Council taken on _____, 20____.
10. The "Effective Date" of this Agreement shall be the date on which the City's approval of the PUD by City Ordinance No. _____ is final and effective.

(signature pages follow)

CLB
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EXECUTED to be effective the as of the Effective Date.

PPF AMLI Covered Bridge Drive, LLC, a Delaware limited liability company

By: PPF AMLI Devco, LLC, a Delaware limited liability company, its sole member

By: PPF AMLI Co-Investment LLC, a Delaware limited liability company, its manager

By: AMLI Residential Properties, L.P., a Delaware limited partnership, its manager

By: AMLI Residential Partners, LLC, a Delaware limited liability company, its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, the _____ of AMLI Residential Partners, LLC, a Delaware limited liability company, acting as general partner of AMLI Residential Properties, L.P., a Delaware limited partnership, acting as manager of PPF AMLI Co-Investment LLC, a Delaware limited liability company, acting as manager of PPF AMLI Devco, LLC, a Delaware limited liability company, acting as the sole member of PPF AMLI Covered Bridge Drive, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

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CBAL Whitecrowe, LLC,
a Texas limited liability company

By: _____
Stuart Dupuy, Manager

STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____,
20____, by Stuart Dupuy, Manager of CBAL Whitecrowe, LLC, a Texas limited liability company,
on behalf of said limited liability company

Notary Public, State of Texas

Covered Bridge Section 8, L.L.C.,
a Texas limited liability company

By: _____
William D. Schultz, Manager

STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____,
20____, by William D. Schultz, Manager of Covered Bridge Section 8, L.L.C., a Texas limited
liability company, on behalf of said limited liability company

Notary Public, State of _____

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City of Austin, Texas,
a Texas municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, the duly authorized _____
of the City of Austin, Texas, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

Printed Name: _____
Title: Assistant City Attorney

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Consent of Lien Holder for CBAL

Lincoln Capital Management, LLC, a Texas limited liability company, being the holder of a lien granted by CBAL Whitecrowe, LLC under the Deed of Trust recorded at Document No. 2011158828, Official Public Records of Travis County, Texas, against the "CBAL Property" as described in the foregoing Restrictive Covenant Modification Agreement (the "Agreement"), and being the holder of a vendor's lien against said property retained in the Special Warranty Deed With Vendor's Lien recorded at Document No. 2011158827 of the Official Public Records of Travis County, Texas, hereby consents to the Agreement and agrees that its liens are subordinate to the Agreement, that no foreclosure of its liens will extinguish the Agreement or terminate the rights of any other party to the Agreement, and that the undersigned has authority to execute and deliver this Consent of Lien Holder, and that all acts necessary to bind the Lien Holder have been taken.

Lincoln Capital Management, LLC, a Texas
limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, the _____ of
Lincoln Capital Management, LLC, a Texas limited liability company, on behalf of said limited
liability company.

Notary Public, State of Texas