






-  SUBJECT TRACT
-  PENDING CASE
-  ZONING BOUNDARY

### NOTIFICATIONS

CASE#: C15-2016-0127  
 LOCATION: 1169 Curve Street



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

1" = 133'



**CITY OF AUSTIN**  
**Development Services Department**  
 One Texas Center | Phone: 512.978.4000  
 505 Barton Springs Road, Austin, Texas 78704

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## Board of Adjustment General/Parking Variance Application

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

This application is a fillable PDF that can be completed electronically. To ensure your information is saved, [click here to Save](#) the form to your computer, then open your copy and continue.

The Tab key may be used to navigate to each field; Shift + Tab moves to the previous field. The Enter key activates links, emails, and buttons. Use the Up & Down Arrow keys to scroll through drop-down lists and check boxes, and hit Enter to make a selection.

The application must be complete and accurate prior to submittal. *If more space is required, please complete Section 6 as needed.* All information is required (if applicable).

### For Office Use Only

Case # 015-20160127 ROW # 11633505 Tax # 0208001319  
 TCAD ✓

### Section 1: Applicant Statement

Street Address: 1169 Curve Street

Subdivision Legal Description:

N. Cen 45 FT of W 50 FT of Lot 8 OLT 55 Division B (.05 acre)

Lot(s): 8 Block(s): N/A

Outlot: 55 Division: B

Zoning District: SF-3-MP (Central East Austin)

I/We Randall and Brenda Frizzell on behalf of myself/ourselves as  
 authorized agent for Randall and Brenda Frizzell affirm that on  
 Month October, Day 17, Year 2016, hereby apply for a hearing before the  
 Board of Adjustment for consideration to (select appropriate option below):

☒ Erect ☐ Attach ☐ Complete ☐ Remodel ☐ Maintain ☐ Other: \_\_\_\_\_

Type of Structure: Ribbon driveway and single car carport

Portion of the City of Austin Land Development Code applicant is seeking a variance from:  
25-2-492 (D) impervious cover of 45% to 68.4% requested; building cover 40% to 50.5%.

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## Section 2: Variance Findings

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 supporting documents.

**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.**

I contend that my entitlement to the requested variance is based on the following findings:

### Reasonable Use

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

The property has no off street parking. All other homes developed by the City of Austin/ARA have off street parking pads and/or car ports. When the home was built there was a large tree that prevented the parking pad and carport. The tree has since died and been removed. With the removal of the tree it is now possible to have a ribbon driveway and single car carport.

### Hardship

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

The property is in a highly congested area with many festivals and city activities that create a parking nightmare. Many times there is no parking near the home and as homeowners we have to search for a space farther from home, since Randy is disabled this is especially difficult. This is also, another reason the home is not visitable by anyone with a disability.

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

We purchased this home because it is an ADA accessible home with a ramp and all inside doors being wheelchair accessible. However, with only on street parking the home is not accessible and/or visitable by individuals with a disability as there is not a break in the curb in front of the home.



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### Area Character

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:

The ribbon driveway and carport will be in the yard behind a privacy fence. We are planning on installing a gate that will remain closed except when we are entering or leaving the property.

See attached pictures of carports built by the city or ARA during the same time frame as 1169 Curve was built.

### 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 in the City of Austin Land Development Code Chapter 25-6, Appendix A 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 reasonably require strict or literal interpretation and enforcement of the specific regulation because:

N/A

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:

N/A

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

N/A

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

N/A

**Section 3: Applicant Certificate**

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

Applicant Signature: Brenda Frizzell DocuSigned by: 983705FC77EB4C5 Randall Frizzell DocuSigned by: D67D9B2AD69A43F Date: 10/18/2016

Applicant Name (typed or printed): Randall and Brenda Frizzell

Applicant Mailing Address: 1169 Curve Street

City: Austin State: Texas Zip: 78702

Phone (will be public information): 512-970-6624

Email (optional – will be public information): \_\_\_\_\_

**Section 4: Owner Certificate**

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

Owner Signature: Brenda Frizzell DocuSigned by: 983705FC77EB4C5 Randall Frizzell DocuSigned by: D67D9B2AD69A43F Date: 10/18/2016

Owner Name (typed or printed): Randall and Brenda Frizzell

Owner Mailing Address: 1169 Curve St.

City: Austin State: Texas Zip: 78702

Phone (will be public information): 512-924-1200

Email (optional – will be public information): \_\_\_\_\_

**Section 5: Agent Information**

Agent Name: N/A

Agent Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (will be public information): \_\_\_\_\_

Email (optional – will be public information): \_\_\_\_\_

**Section 6: Additional Space (if applicable)**

Please use the space below to provide additional information as needed. To ensure the information is referenced to the proper item, include the Section and Field names as well (continued on next page).

1169 Curve is the only home that was built by ARA without off street parking. The homes built by the City of Austin not only have off street parking but have car ports. When the home at 1169 Curve was constructed there was a large oak tree on the property. The tree has since died due to the street being dug up at least 3 times, for weeks at a time, which disturbed the root structure.

**Additional Space (continued)**

With the removal of the tree it is now possible to have a ribbon driveway and covered parking.

Randall has been disabled since 2001 and the home at 1169 Curve is built to ADA specifications.

However, it is impossible to access the home when parking on the street due to there being a curb and no way for anyone disabled to access the sidewalk. This makes this home unvisitable for anyone with a disability.

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**SAVE**

October 29, 2016

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Members of the Board of Adjustment,

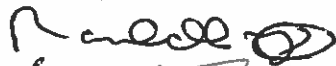
Thank you for considering our request for a variance that will allow us to have a ribbon driveway and single car carport.

Our home at 1169 Curve was built 12 years ago, at that time there was a large Oak tree (41 inch circumference) that prevented off street parking on the site. The Oak tree afforded shade and ambience to the property and when it became sick, we spent close to \$8,000.00 trying to save the tree. Don Gardner and Bow Masters advised us on how to save the tree but even with their expertise it could not be saved. Our insurance company insisted that we remove the tree or they would cancel our home owners insurance as they were afraid it was going to fall on the house. Once we removed the tree we realized we would have the room to have a ribbon driveway and carport. We contacted Tom Hatch of H+UO Architects and he advised that we would need a variance but felt there would not be a problem in securing one after he realized our home was one of the original ARA homes and all other homes built by ARA and the City of Austin had off street parking with many also having carports. The last homes sold by the City of Austin under the affordable housing label were sold to buyers without including the land as part of the sale and even these homes included off street parking.

As you realize living in the heart of Austin and not having off street parking makes parking near your home very challenging during all major festivals such as SXSW, Pecan Street, Longhorn Football games and daily patrons to Franklin's BBQ. In fact, on most weekends it is difficult to ensure we will have a parking space near our front door when we return home at night. One of the reasons we purchased this home is that it was built to ADA specifications and Randy is disabled. The problem with not having off street parking is that we have to park, at best, in front of our neighbor's homes or, at worst, several blocks away. Randy may have to be dropped off in front of the house and I will have to walk back alone.

Even though the home is ADA it is not visitable by anyone with a physical disability due to there not being a break in the curb in front of the home. With the addition of the ribbon driveway anyone with a disability would be able to easily access the sidewalk and then the ramp that leads into the home. Randy was in an elevator accident while on business in Austria in 1996 and has been disabled since 2001. Randy has good days and bad days. On bad days it is very difficult for him to go from the street to the curb in order to access the home. We do not know what the future will be but doctors have assured us that Randy's mobility will continue to deteriorate over time.

Thank you again for considering our request for a ribbon driveway and a single car carport.

  
Brenda Frizzell  
Randy and Brenda Frizzell  
1169 Curve Street  
Austin, Texas 78702



[BP]

y (1) People (2) Info (30) Fee/Charge (1) Process (7) Document File Inspection Req. Comment (2) Clock Attachment Condition

Id #	F #
00 00 PP	88007
00 00 MP	88007
00 00 BP	88007
00 00 EP	88007
606 0 EX	97092
00 00 BP	98035
608 0 EX	98022
00 0 IP	BPP-1
00 0 IP	BPP-1
000 0 DA	C8H-0
PH 0 PR	BP-04
00 00 EP	0401E
00 00 PP	0401E

Folder: 04013348 00 00 BP

Zoning Review KwatersBc-880=40% Ic-936=43%A Variance Was Granted To Allow Decrease The Minimum Lot Size To 2194 Sl, Reduce The Min Front Street Setback To 3 Ft And 0 Ft For Steps; To Reduce The Min Rear Yard Setback To 4 Ft To Reduce The Min Off Street Parking Requirement To 0 Off Street Parking Spaces. Resolution #000420-76 Waives Fees For This Smart Housing Project Per Arborist Utilities Need To Be Designed To Avoid The Area Within 18 Ft Of The Tree Trunk. Utilities Are Not Allowed Within The Area Between The Tree And The South Side Of The House. Construction Within 18 Ft Of Tree Trunk To Be Pier And Beam/ Tree Protection Fencing To Be Installed.....

\* Prior Variance information for this address



**SURVEY FOR  
RANDALL & BRENDA FRIZZELL  
0.05 AC.**

**BRIAN HEATH FRIZZELL, GRANTOR  
RANDALL FRIZZELL, BENEFICIARY  
Deed of Trust, Security Agreement  
& Financing Statement 2005082524  
called South 45' of the NW 1/4 of Lot 8,  
of the George L. Robertson's Subdivision  
of Outlot 55, Division B, in the City of Austin  
Vol. Z, Pg. 599 P/R  
of Travis Co., Tx.**

**LEGEND**

"X" CHISELED IN CONC. WALK FND. X  
IRON PIN FOUND ●  
CORNER NOT FOUND, REPLACED WITH 1/2" IRON PIN ○  
NAIL SET Δ  
BOARD FENCE —□—  
GAS LINE VALVE —X—  
POWER POLE —●—  
WATER VALVE —X—  
OVERHEAD POWER LINE —X—  
RECORD CALLS (BEARING / DISTANCE)  
RECORD FILE LOCATION VOLUME / PAGE  
DATA THIS SURVEY BEARING/ DISTANCE  
TRACT LINES ———  
BOUNDARY LINES ———  
LAND GRANT LINES ———  
All document references are in Travis Co.

**Note:**

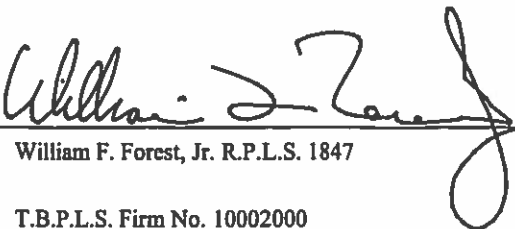
The bearing basis for this survey is the State Plane Coordinate System Western Data Systems VRS Network, Texas Central Zone  
Datum: Geoid12a, NAVD88, NAD83  
CONVERGENCE: 01°20'27.75"

**STANDARD SURVEY NOTE:**

THIS SURVEY HAS BEEN COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACTED TITLE. A CURRENT TITLE COMMITMENT HAS NOT BEEN PROVIDED TO IDENTIFY RECORD EASEMENTS WHICH MAY BE APPLICABLE. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.

The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is true and correct to the best of my knowledge and belief and identifies any visible evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

Survey date 05/08/2015

  
William F. Forest, Jr. R.P.L.S. 1847

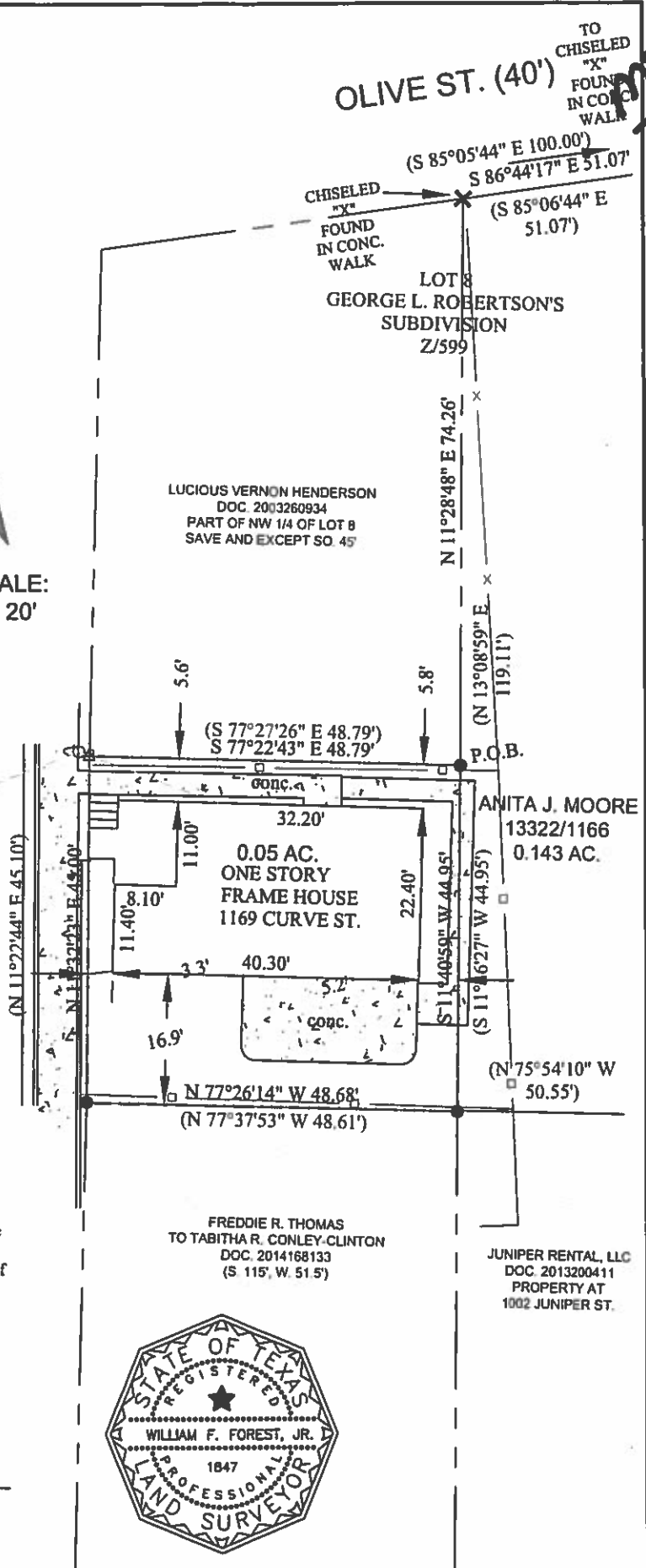
T.B.P.L.S. Firm No. 10002000

Sdsk/frizzell/1169 curve st, austin.dwg

**SCALE:  
1" = 20'**

**CURVE ST. (40')**

**(N 11°22'44" E 45.10')**



FREDDIE R. THOMAS  
TO TABITHA R. CONLEY-CLINTON  
DOC. 2014168133  
(S 115', W 51.5')

JUNIPER RENTAL, LLC  
DOC. 2013200411  
PROPERTY AT  
1002 JUNIPER ST.



EXHIBIT C

FILM CODE  
00005526876

3700  
MFG

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**SPECIAL WARRANTY DEED  
WITH VENDOR'S LIEN**

Date: December 31, 1996 ✓

Grantor: AUSTIN HOUSING FINANCE CORPORATION, a Texas public, nonprofit corporation

Grantor's Mailing Address (including county):

c/o Austin Housing Finance Corporation  
Attn: Welcome Home Program Manager  
505 Barton Springs Road - Suite 600 (78704)  
P.O. Box 1088  
Austin, Travis County, Texas 78767-8828 ✓

Grantee: ANDERSON COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation

Grantee's Mailing Address (including county):

c/o Ray Dell Galloway, President  
1914-B East Twelfth Street  
Austin, Travis County, Texas 78702

Consideration:

ONE AND NO/100 DOLLAR (\$1.00), other valuable consideration, and by the vendor's lien retained in this deed.

Property (including any improvements):

The real estate or interest therein described in Exhibit "A" attached to this deed and by this reference incorporated in it, all fixtures and improvements situated thereon and all rights, titles and interests appurtenant thereto

Lot  
Configured  
prior  
to  
2001

Page 1 of 4 page SCIP II Special Warranty Deed

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12843 0092

**Reservations from and Exceptions to Conveyance and Warranty:**

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1. The obligations set forth in that certain CBDO Grant Agreement dated July 17, 1995, amended on August 30, 1995, further amended on March 22, 1996, and further amended on December 20, 1996, between Grantor and Grantee (the "Grant Agreement").

**FAILURE ON THE PART OF THE GRANTEE HEREIN TO FULFILL AND COMPLETE ALL OF ITS OBLIGATIONS AND COVENANTS IN THE GRANT AGREEMENT MAY, AT THE SOLE DISCRETION OF THE GRANTOR, RESULT IN A TERMINATION OF THE ESTATE CONVEYED HEREUNDER AND SHALL ENTITLE THE GRANTOR TO ENTER UPON AND TAKE POSSESSION OF THE PROPERTY.**

2. The vendor's lien against and superior title to the property are retained until all obligations and covenants in the Grant Agreement are fully performed and the Grant Agreement has been terminated according to its terms, at which time this deed shall become absolute.
3. That certain Deed of Trust Securing Obligation, dated of even date with this deed, executed by Grantee, securing the obligations of Grantee in the Grant Agreement, and filed or to be filed for record in the real property records of Travis County, Texas.
4. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments that affect the property; taxes for 1997, the payment of which Grantee assumes, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.
5. **THE GRANTEE AGREES THAT NEITHER GRANTOR NOR CITY OF AUSTIN, TEXAS (THE "CITY") SHALL BE RESPONSIBLE OR LIABLE TO GRANTEE FOR ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED BY THIS CONDITIONAL DEED, AS GRANTEE IS PURCHASING THE SAME AS-IS, WHERE-IS, AND WITH ALL FAULTS. GRANTEE OR ANYONE CLAIMING, BY, THROUGH OR UNDER GRANTEE, HEREBY FULLY RELEASES GRANTOR AND CITY, THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST GRANTOR, CITY (IN ALL ITS CAPACITIES) AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FOR ANY COST, LOSS.**

Page 2 of 5 page SC1P II Special Warranty Deed

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
12843 0093

LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER.

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GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS COVENANT RELEASING GRANTOR AND CITY SHALL BE A COVENANT RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON GRANTEE. GRANTOR HEREBY ASSIGNS WITHOUT RECOURSE OR REPRESENTATION OF ANY NATURE TO GRANTEE, EFFECTIVE UPON THE EXECUTION AND DELIVERY OF THIS CONDITIONAL DEED, ANY AND ALL CLAIMS THAT GRANTOR MAY HAVE FOR ANY SUCH ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER.

AS A MATERIAL COVENANT AND CONDITION OF THIS CONVEYANCE, GRANTEE AGREES THAT IN THE EVENT OF ANY SUCH CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, GRANTEE SHALL LOOK SOLELY TO GRANTOR'S PREDECESSORS OR TO SUCH CONTRACTORS AND CONSULTANTS, OTHER THAN GRANTOR OR CITY, AS MAY HAVE CONTRACTED FOR OR PROVIDED WORK IN CONNECTION WITH THE PROPERTY AND OTHER ITEMS CONVEYED UNDER THIS CONDITIONAL DEED FOR ANY REDRESS OR RELIEF. UPON THE ASSIGNMENT BY GRANTOR OF ITS CLAIMS, GRANTEE RELEASES GRANTOR AND CITY OF ALL RIGHTS, EXPRESS OR IMPLIED, GRANTEE MAY HAVE AGAINST GRANTOR OR CITY ARISING OUT OF OR RESULTING FROM ANY ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. GRANTEE FURTHER UNDERSTANDS THAT SOME OF GRANTOR'S PREDECESSORS IN INTEREST MAY BE OR BECOME INSOLVENT, BANKRUPT, JUDGMENT PROOF OR OTHERWISE INCAPABLE OF RESPONDING IN DAMAGES, AND GRANTEE MAY HAVE NO REMEDY AGAINST SUCH PREDECESSORS, CONTRACTORS OR CONSULTANTS.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs,

Page 3 of 5 page SCIP II Special Warranty Deed

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12843 0094

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executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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

EXECUTED AND DELIVERED as of the day and year first above written.

GRANTOR: AUSTIN HOUSING FINANCE CORPORATION

By Candelario Moreno  
Name: Candelario Moreno  
Title: Authorized Representative

ATTACHED EXHIBIT A - Legal Description of Property

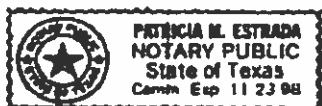
Page 4 of 5 page SCIP II Special Warranty Deed

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
12843 0095

(Grantor's Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on December 30, 1996, by Candaleiro Moreno, Authorized Representative of the Austin Housing Finance Corporation, a Texas public, nonprofit corporation, on behalf of said corporation.



*Pat M. Estrada*

Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Austin Housing Finance Corporation  
% City of Austin, Neighborhood Housing and  
Community Development Office  
Attn: SCIP II Program Manager  
505 Barton Springs Road - Suite 600 (78704)  
P.O. Box 1088  
Austin, Texas 78767-8828

**PREPARED IN THE LAW OFFICE OF:**

City of Austin  
Law Department

**APPROVED AS TO FORM:**

James M. Williams  
Assistant City Attorney

1\H\USING\CTTY\CONTRACT\CD80\CBDO\AND\_SWD\SC2

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REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12843 0096

Exhibit D

**RESTRICTIVE COVENANT RUNNING WITH THE LAND**

12/15

Date: December 31, 1996

Owner: ANDERSON COMMUNITY DEVELOPMENT CORPORATION, a Texas not-for-profit corporation

Address: 1914-B East Twelfth Street (78702)  
Austin, Travis County, Texas

Consideration: ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration paid by the Austin Housing Finance Corporation to the Owner, the receipt and sufficiency of which is acknowledged.

Affordability Period: If for rental use, twenty (20) years following completion of the project and issuance of a Certificate of Occupancy; if for homeownership use, 5 years where the amount of HOME funds provided is less than \$15,000, 10 years where the amount of HOME funds provided is \$15,000 to \$40,000, and 15 years where the amount of HOME funds provided is greater than \$40,000 following completion of the improvements to the Property and issuance of a Certificate of Occupancy.

Property: This certain real property more particularly described on Exhibit "A" attached to this Restrictive Covenant and by this reference incorporated in it, all fixtures and improvements situated thereon and all rights, titles and interests appurtenant thereto.

WHEREAS, the Owner of the Property and the Austin Housing Finance Corporation (the "Austin HFC") have agreed that the Property should be improved with certain covenants and restrictions as conditions of entering into a CDDO Grant Agreement with City of Austin, dated July 17, 1993, amended on August 30, 1993, further amended on March 22, 1996, and further amended on December 20, 1996, (the "CDDO Agreement"), secured by the Property under Title I of the United States Housing and Community Development Act of 1974 (codified at 42 U.S.C. 3535(d) and 3301, *et seq.*) and Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625 (codified at 42 U.S.C. 12701, *et seq.*), as approved November 28, 1990, and any subsequent amendments thereto;

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. If the Property is used as rental housing and provided paragraph 3.A of this restrictive covenant does not apply, the Property shall remain affordable housing as required by 24 Code of Federal Regulations (the "C.F.R.") §92.252 (the "rental affordability requirements") for the affordability period. To remain affordable rental housing under the affordability requirements the property:
  - A. shall bear rent not greater than the lesser of:
    - (1) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development (the "HUD") under 24 C.F.R. §88.111, less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant; or

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12843 0097

- (2) a rent that does not exceed 30 percent of the adjusted income of a family whose gross income equals 65 percent of the median income for the area, as determined by HUD, with adjustment for number of bedrooms in the unit, except that HUD may establish income ceilings higher or lower than 65 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. In determining the maximum monthly rent that may be charged for a unit that is subject to this limitation, the owner or participating jurisdiction must subtract a monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant. HUD will provide average occupancy per unit and adjusted income assumptions to be used in calculating the maximum rent allowed under this paragraph A.(2); and

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the qualifying rent established for the property under this paragraph may be adjusted by HUD only if HUD finds: (x) that an adjustment is necessary to support the continued financial viability of the property and (y) only by an amount that HUD determines is necessary to maintain continued financial viability of the property;

- B. but, if the property has three or more rental units, or if the owner has multiple one or two unit properties with three or more rental units, not less than 20 percent of the rental units:
- (1) occupied by very low-income families (which is defined by 24 C.F.R. §92.2 as families whose annual income as defined by 24 C.F.R. part 81.3 do not exceed 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes) who pay as a contribution toward rent (excluding any federal or state rental subsidy provided on behalf of the family) not more than 30 percent of the gross income of a family whose income equals 30 percent of the median income for the area, as determined by HUD, with adjustment for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. In determining the maximum monthly rent that may be charged for a unit that is subject to this limitation, the owner must subtract a monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant. HUD will provide Austin HPC, and Austin HPC will provide Owner average occupancy per unit assumptions to be used in calculating the maximum rent allowed under this paragraph;
- C. is occupied only by households that qualify as low-income families (which is defined by 24 C.F.R. §92.2 as families whose annual income as defined by 24 C.F.R. part 81.3 do not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes);
- D. is not referred for leasing to a holder of a certificate of family participation under 24 C.F.R. part 882 (HUD's Rental Certificate Program) or a rental voucher under 24 C.F.R. part 887 (HUD's Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HUD HOME tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher, or comparable HUD HOME tenant-based assistance document; and
- E. Austin HPC must review and approve rents proposed by owner for units subject to maximum rent limitations in paragraphs 1.A.(1), 1.A.(2), and 1.B.(2) of this restrictive covenant, and, if applicable, must review and approve, for all units subject to paragraph 1.A, the monthly allowances, proposed by owner, for utilities and services to be paid by tenant. The owner must re-examine the income of each tenant household living on the property at least annually. The maximum monthly rent must be recalculated by owner and reviewed and approved by Austin HPC annually, and may change as changes in the applicable gross rent amounts, the

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TRAVIS COUNTY, TEXAS  
12843 0098



income adjustments, or the monthly allowance for utilities and services without. Any increase in costs for lower-income units is subject to the provisions of cost saving leases, and before owner implements any increase in rents, owner must provide tenants of those units notice before implementing any increase in rents.

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2. If the Property is used as homeownership housing and provided paragraph 1.A of this restrictive covenant does not apply, the Property shall remain affordable housing as required by 24 Code of Federal Regulations (the "C.F.R.") §92.234 (the "Homeownership affordability requirements") for the affordability period. To remain affordable homeownership housing under the affordability requirements the property:

- A. (1) shall have an initial purchase price that does not exceed 95% of the median purchase price for the type of single-family housing (1- to 4-family residences, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the jurisdiction as determined by HUD, and
- (2) shall have an estimated appraised value at sale, if standard, or after any repairs needed to meet property standards in 24 CFR §92.251, that does not exceed the limit described in 2.A.(1);
- B. is, at the time of subsequent purchase, the principal residence of an owner whose family qualifies as a HUD low-income family as defined in 24 CFR §92.2;
- C. is made available for initial purchase only to a first-time buyers as defined in 24 CFR §92.2; and
- D. is subject to resale restrictions or recapture provisions for the affordability period that either:
  - (1) make the property available for subsequent purchase only to a low-income family that will use the property as its principal residence; and
    - (a) provide the previous owner with a fair return on their investment, including any improvements, as determined by Austin HFC in its sole discretion; and
    - (b) ensure that the housing will remain affordable to a reasonable range of low-income homeowners, as determined by Austin HFC in its sole discretion; or
  - (2) recapture the full HOME investment out of the net proceeds (net proceeds means the sales price minus loan repayment and closing costs), except if the net proceeds are not sufficient to recapture the full HOME investment, which in such event the HOME investment amount may be reduced pro rata based on the time the homeowner owned and occupied the property measured against the required affordability period, provided the recapture so calculated will not result in the homeowner recovering more than the amount of homeowner's downpayment, principal payments, and any capital improvements made to the Property.

- 3. A. Upon foreclosure by a lender or other transfer in line of foreclosure, the affordability period shall be suspended if the foreclosure by a lender or other transfer in line of foreclosure recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability. However, if at any time following transfer by foreclosure or transfer in line of foreclosure, but still during the term of the affordability period, the owner, any entity formed solely that includes owner, or those whom owner has or had family or members that, obtains an ownership interest in the property, the affordability period shall be renewed according to its original terms.
- B. Despite a temporary non-compliance with paragraphs 1.B and 1.C of this restrictive covenant, if the non-compliance is caused by increases in the incomes of existing tenants and if actions satisfactory to HUD, as evidenced in writing, are being taken to ensure that all vacancies are filled in accordance with this restrictive covenant until the non-compliance is corrected, the property will continue to qualify as affordable housing. Unless the property has been allocated low-income housing tax credit by a housing credit agency pursuant

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DAVID COUNTY, TEXAS  
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to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), tenants who no longer qualify as low-income families must pay as rent the lesser of:

- (1) the amount payable by the tenant under state or local law, or
- (2) 30 percent of the family's adjusted monthly income, as defined in 24 C.F.R. part 883 and as re-certified annually.

C. Purchase and/or rehabilitation of a manufactured housing unit qualifies as affordable rental or homeownership housing only if, at the time of project completion, the unit:

- (1) is situated on a permanent foundation;
- (2) is connected to permanent utility hook-ups;
- (3) is located on land that is held in a fee-simple title, land-trust, or long-term ground lease with a term at least equal to that of the affordability period;
- (4) meets the construction standards established under 24 C.F.R. 3280; and
- (5) meets all requirements of this restrictive covenant.

4. If there are any changes in applicable laws or authorities, it is expressly understood and agreed that the changes are automatically incorporated in this Restrictive Covenant without specific reference.
5. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the Owner or Austin HPC 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.
6. 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.
7. If at any time the Owner or Austin HPC 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.
8. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the Board of Directors of the Austin HPC, and (b) by the owner(s) of the Property at the time of such modification, amendment or termination, and provided any modification, amendment, or termination is in compliance with the affordability requirements.

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

EXECUTED, DELIVERED, AND EFFECTIVE as of the date first above written.

OWNER: ANDERSON COMMUNITY DEVELOPMENT CORPORATION

*Mr. David L. DePue*

Page 4 of 3 page CMV Restrictive Covenant - HPC II

REAL PROPERTY RECORDS  
TRAVIS COUNTY TEXAS

12843 0100

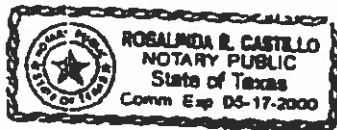
Name: Ray Dell Galloway  
Title: President

12/19

County Acknowledgment

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on December 3<sup>rd</sup>, 1996 by Ray Dell Galloway, President, ANDERSON COMMUNITY DEVELOPMENT CORPORATION, on behalf of the corporation.



Rosalinda R. Castillo  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Austin Housing Finance Corporation  
% Austin HFC Manager  
505 Barton Springs Road - Suite 600 (78704)  
P.O. Box 3088  
Austin, Texas 78767-8828

**PREPARED IN THE LAW OFFICE OF:**

City of Austin  
Law Department

**APPROVED AS TO FORM:**

James M. Williams  
Assistant City Attorney

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
12843 0101

EXHIBIT 'A'

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1. 1162 Curve Street, Tax Parcel No. 0208061218, also known as:  
The most southerly portion of Lot 9, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property conveyed to Robert Brown by deed recorded in Volume 338, Page 625, of the Deed Records of Travis County, Texas.
2. 900 Juniper Street, Tax Parcel No. 0208061214, also known as:  
The South one-half (S 1/2) of Lot 1, Resubdivision of Lots 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", a subdivision of Travis County, Texas, according to the map or plat of record in Volume 144, Page 419, Deed Records of Travis County, Texas, being the same property conveyed to Minnie Hughes by Deed dated August 6, 1970, recorded in Volume 3911, Page 2194, Deed Records of Travis County, Texas.
3. 908 Juniper Street, Tax Parcel No. 0208061211, also known as:  
The South portion of Lot 6, Resubdivision of Lots 10 and 11, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, a subdivision in Travis County, according to the map or plat of record in Volume 144, Page 419, Deed Records of Travis County, Texas, being the same property conveyed to Clara Ross Parker by deed dated May 11, 1953, recorded in Volume 1344, Page 345, Deed Records of Travis County, Texas.
4. 1002 Juniper Street, Tax Parcel No. 0208061317, also known as:  
The Southeast portion of Lot 8, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 2271, Page 388, Deed Records of Travis County, Texas.
5. 1006 Juniper Street, Tax Parcel No. 0208061315, also known as:  
The Southeast portion of Lot 7, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 2874, Page 587, and Volume 538, Page 549, Deed Records of Travis County, Texas.
6. 1112 Juniper Street, Tax Parcel No. 0208061509, also known as:  
The South 77 feet, more or less, of Lot 51, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 6153, Page 2058, Deed Records of Travis County, Texas.
7. 1110 Juniper Street, Tax Parcel No. 0208061516, also known as:  
The South 96 feet of Lot 50, Outlot 55, Division "B", an addition in the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Book Z, Page 599, Deed Records of Travis County, Texas.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
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8. 908 Catalpa Street, Tax Parcel No. 0208060511, also known as:  
The Southwest one-quarter (SW 1/4), more or less, of Lot 18, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 614, Page 136, Deed Records of Travis County, Texas.
9. 918 Catalpa Street, Tax Parcel No. 0208060516, also known as:  
The Southeast one-quarter (SE 1/4), more or less, of Lot 18, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 490, Page 320, Deed Records of Travis County, Texas.
10. 1006 Catalpa Street, Tax Parcel No. 0208060612, also known as:  
The East 16.3 feet of the South 104 feet of Lot 15, and the South 104 feet of Lot 32, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed to John F. McNamara dated March 22, 1916, recorded in Volume 290, Page 364, Deed Records of Travis County, Texas.
11. 1010 Catalpa Street, Tax Parcel No. 0208060611, also known as:  
The East 40' of the South 104 feet, more or less, of Lot 12, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 507, Page 105, Deed Records of Travis County, Texas.
12. 1012 Catalpa Street, Tax Parcel No. 0208060618, also known as:  
The South portion of Lot 33, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 1990, Page 510, Deed Records of Travis County, Texas.
13. 1003 Catalpa Street, Tax Parcel No. 0208060916, also known as:  
Lot 5, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, according to the map or plat thereof recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
14. 1005 Catalpa Street, Tax Parcel No. 0208060917, also known as:  
Lot 6, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, according to the map or plat thereof recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
15. 1007 Catalpa Street, Tax Parcel No. 0208060918, also known as:  
Lot 7, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29 of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

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16. 1009 Catalpa Street, Tax Parcel No. 0208060904, also known as:  
Lot 8, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
17. 1011 Catalpa Street, Tax Parcel No. 0208060919, also known as:  
Lot 9, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
18. 1002 Olive Street, Tax Parcel No. 0208060925, also known as:  
Lot 4, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
19. 1004 Olive Street, Tax Parcel No. 0208060924, also known as:  
Lot 3, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
20. 1006 Olive Street, Tax Parcel No. 0208060923, also known as:  
Lot 2, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
21. 1008 Olive Street, Tax Parcel No. 0208060922, also known as:  
Lot 1, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
22. 1184 Waller Street, Tax Parcel No. 0208060921, also known as:  
Lot 11, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.
23. 1186 Waller Street, Tax Parcel No. 0208060920, also known as:  
Lot 10, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

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TRAVIS COUNTY, TEXAS  
12843 0104

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24. 1012 Olive Street, Tax Parcel No. 0208060914, also known as:  
The West portion of the South 110 feet, more or less, of Lot 28, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 4740, Page 741, Deed Records and Volume 11844, Page 2498, Real Property Records of Travis County, Texas.
25. 1014 Olive Street, Tax Parcel No. 0208060913, also known as:  
The East portion of the South 110 feet, more or less, of Lot 28, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 599, Deed Records of Travis County, Texas, being the same property described in Volume 3115, Page 2075, Deed Records and in Volume 11844, Page 2511, Real Property Records of Travis County, Texas.
26. 904 Olive Street, Tax Parcel No. 0208060893, also known as:  
Lot 12, of the Resubdivision of Lots 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 144, Page 419, Deed Records of Travis County, Texas.
27. 906 Olive Street, Tax Parcel No. 0208060894, also known as:  
Lot 11, of the Resubdivision of Lots 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 144, Page 419, Deed Records of Travis County, Texas.
28. 908 Olive Street, Tax Parcel No. 0208060895, also known as:  
Lot 10, of the Resubdivision of Lots 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 144, Page 419, Deed Records of Travis County, Texas.
29. 911 Olive Street, Tax Parcel No. 0208061286, also known as:  
The North portion of Lot 6, of the Resubdivision of Lot 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat record in Volume 144, Page 419, Deed Records of Travis County, Texas, being the same property described in deeds recorded in Volume 3872, Page 905, and Volume 1341, Page 520, of Deed Records of Travis County, Texas.
30. 1164 Curve Street, Tax Parcel No. 0208061289, also known as:  
The South 50 feet of the North 100 feet of Lot 9, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 3586, Page 151, Deed Records of Travis County, Texas.

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TRAVIS COUNTY, TEXAS  
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31. 1169 Curve Street, Tax Parcel No. 0208061319, also known as:

The South 45 feet, more or less, of the Northwest 1/4 of Lot 8, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deeds recorded in Volume 11064, Page 39, and Volume 10031, Page 474, Real Property Records of Travis County, Texas.

32. 1083 Olive Street, Tax Parcel No. 0208061302, also known as:

The Northeast portion of Lot 8, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property more particularly described by metes and bounds in deed recorded in Volume 9729, Page 723, Real Property Records of Travis County, Texas.

33. 1005 Olive Street, Tax Parcel No. 0208061383, also known as:

0.181 acre of land, more or less, being the Northwest portion of Lot 7, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described as the West 1/2 of the North 1/2 of Lot 7 in deeds recorded in Volume 1094, Page 54, and Volume 4545, Page 2344, Deed Records of Travis County, Texas, and in Volume 12282, Page 644, of the Real Property Records of Travis County, Texas.

34. 1108 Olive Street, Tax Parcel No. 0208061183, also known as:

Part of Lot 41, of the Subdivision of Outlot 55, Division "B", in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in Book Z, Page 599, Plat Records of Travis County, Texas, and being the same property described in a Warranty Deed recorded in Volume 7650, Page 947, Real Property Records of Travis County, Texas, and being more particularly described by metes and bounds in Warranty Deed recorded in Volume 11849, Page 1864, Real Property Records of Travis County, Texas.

35. 1164 Waller Street, Tax Parcel No. 0208061312, also known as:

Part of Lot 24, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume U, Page 563, Deed Records of Travis County, Texas, LESS, SAVE and EXCEPT that portion conveyed to the City of Austin by Street Deed dated October 4, 1976, recorded in Volume 5597, Page 403, Deed Records of Travis County, Texas.

36. 901 East 12th Street, Tax Parcel No. 0208060501, also known as:

The North portion of Lot 20, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 939, Page 104, Deed Records of Travis County, Texas, LESS, SAVE and EXCEPT that portion conveyed to the City of Austin by Street Deed dated April 29, 1976, recorded in Volume 5421, Page 1415, Deed Records of Travis County, Texas.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12843 0106



37. 1115 East 12th Street, Tax Parcel No. 0208066606, also known as:

A part of Lot 34, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume 2, Page 599, Deed Records of Travis County, Texas; being the same property described in deed recorded in Volume 722, Page 632, Deed Records of Travis County, Texas, LESS, SAVE and EXCEPT that portion conveyed to Sebron Smith by deed dated December 14, 1949, recorded in Volume 1041, Page 267, Deed Records of Travis County, Texas.

38. 1408 East 12th Street, Tax Parcel No. 0207081211, also known as:

Lot 1, Block "3", of James O'Reilly's Subdivision of Outlot 38, Division "B", in the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Book 1, Page 39, Plat Records of Travis County, Texas.

39. 1328 East 12th Street, Tax Parcel No. 0207080811, also known as:

The East 49 feet of Lot 6, Block "2", of James O'Reilly's Subdivision of Outlot 38, Division "B", an addition in Travis County, Texas, according to the map or plat thereof recorded in Book 1, Page 39, of the Plat Records of Travis County, Texas.

40. 1320 East 12th Street, Tax Parcel No. 0207080813, also known as:

The East 65 feet of Lot 4, Block "2", of James O'Reilly's Subdivision of Outlot 38, Division "B", an addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book 1, Page 39, of the Plat Records of Travis County, Texas.

41. 1322 East 12th Street, Tax Parcel No. 0207080812, also known as:

Lot 5, and the West 20 feet of Lot 6, Block "2", of James O'Reilly's Subdivision of Outlot 38, Division "B", an addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 1, Page 39, of the Plat Records of Travis County, Texas.

FILED

96 DEC 31 AM 11:49

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, as

DEC 31 1996



COUNTY CLERK  
TRAVIS COUNTY, TEXAS

RECORDED'S MEMORANDUM-At the time of  
recording this instrument was found to be inadequate  
for the best photographic reproduction, because of  
faintness, carbon or photo copy, discolored paper,  
etc. All blanks, additions and changes were present  
at the time the instrument was filed and recorded.

RECEIPT: 100007340 TRAVIS: 10071 DEPT: REGULAR RECORD 107.00

CHECKED: BAYLE FILE DATE: 12/31/96 TRAVIS: 12/31/96  
PAID BY: CASH CHECK: 1131

PROPERTY RECORDS  
TRAVIS COUNTY TEXAS

12843 0107

# CITY OF AUSTIN DEVELOPMENT WEB MAP

Structures Around Curve

2/2/20



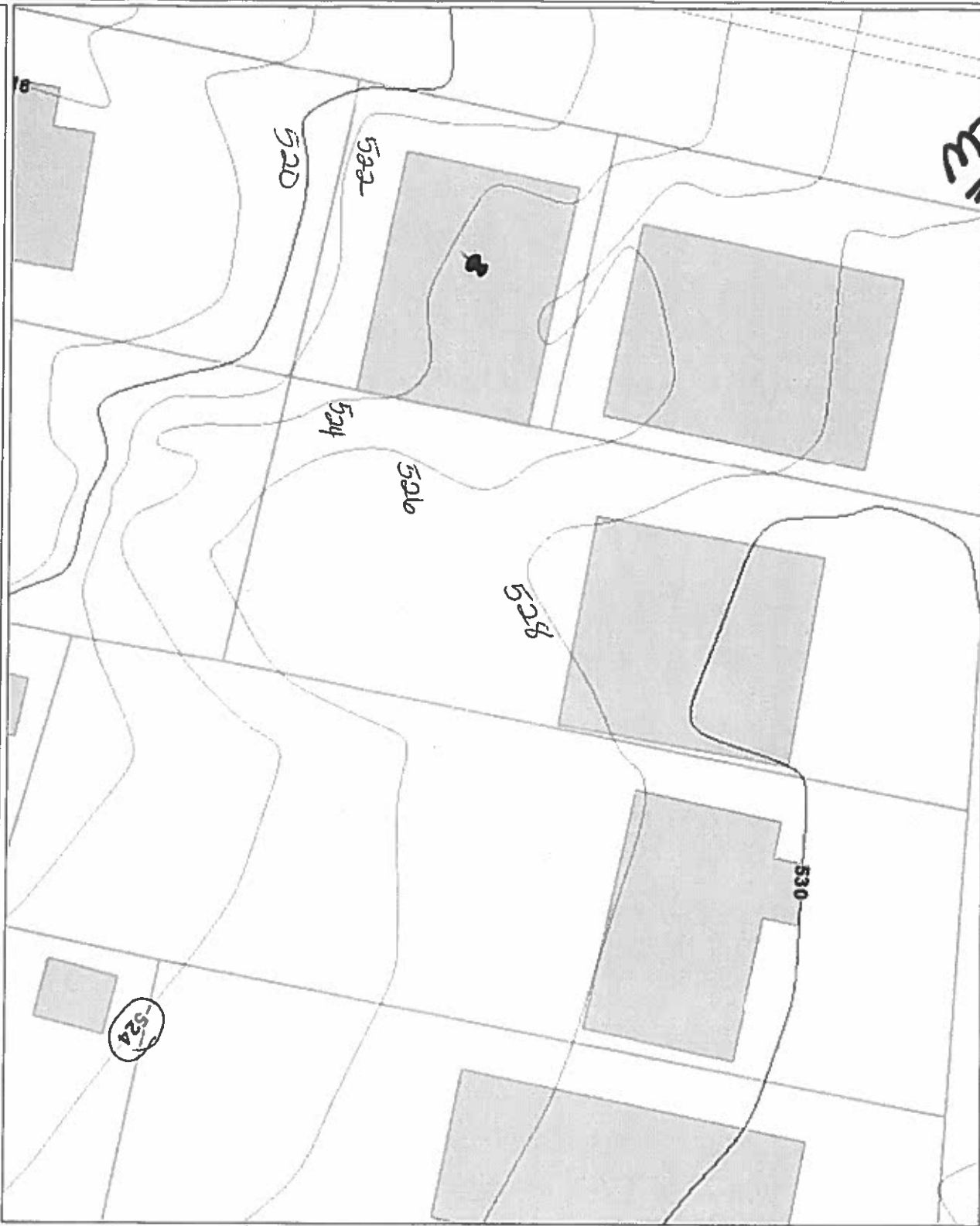
- Legend
- Lot Lines
  - Streets
  - Building Footprints
  - Named Creeks
  - Lakes and Rivers
  - Parks
  - County

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 CITY OF AUSTIN FOR THE SOLE PURPOSE OF GEOGRAPHIC REFERENCE. NO WARRANTY IS MADE BY THE CITY OF AUSTIN REGARDING SPECIFIC ACCURACY OR COMPLETENESS.








1169 524 33

CITY OF AUSTIN DEVELOPMENT WEB MAP

Topography



Legend

-  Lot Lines
-  Streets
-  Building Footprints
-  Named Creeks
-  Lakes and Rivers
-  Parks
-  County
- Contours Year 2012
- Index
- Intermediate
- Special

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 CITY OF AUSTIN FOR THE SOLE PURPOSE OF GEOGRAPHIC REFERENCE. NO WARRANTY IS MADE BY THE CITY OF AUSTIN REGARDING SPECIFIC ACCURACY OR COMPLETENESS.

## BUILDING COVERAGE

LOT SIZE: 2.10 S.F.	EXISTING	NEW/ADDITION
a. 1st Floor Conditioned Area	814 S.F.	N/A
b. 2nd Floor Conditioned Area	N/A	N/A
c. 3rd Floor Conditioned Area	N/A	N/A
d. Basement	N/A	N/A
e. Garage (Carport)	N/A	N/A
f. Attached Garage	N/A	201 S.F.
g. Attached Carport	N/A	N/A
h. Wood Deck (must be covered at 100%)	N/A	N/A
i. Porch	N/A	N/A
j. Covered Porch	86 S.F.	N/A
k. Covered Terrace	80 S.F.	N/A
l. Staircase	N/A	N/A
m. Swimming Pool/Panoramic wall	N/A	N/A
n. Other Decking or Covered Areas (if approved)	N/A	N/A
o. Yard	N/A	N/A
<b>TOTAL EXISTING AREA (with a 100% lot)</b>	<b>822 S.F.</b>	<b>201 S.F.</b>

TOTAL BUILDING COVERAGE ON LOT	1,120 SF
(Indirect, if applicable, b, c, d, h and i assumed)	30.5% OF LOT

**IMPERVIOUS COVERAGE**

a	Total Assets (Change in Ltd. Inv. above)	1,108.5 F
b	Current Assets on Private Property	149.5 F
c	Current / Holdings on Private Property	193.5 F
d	Unowned Pairs	28.5 F
e	Unowned Good Dads (may be owned at 80%)	544
f	Ad. Current Pairs	5.5 F
g	Current Dads	544
h	Over-Eating pairs	68.5 F

**TOTAL SUPERNOUS COVERAGE**  
(Add \$2,000/yr.)

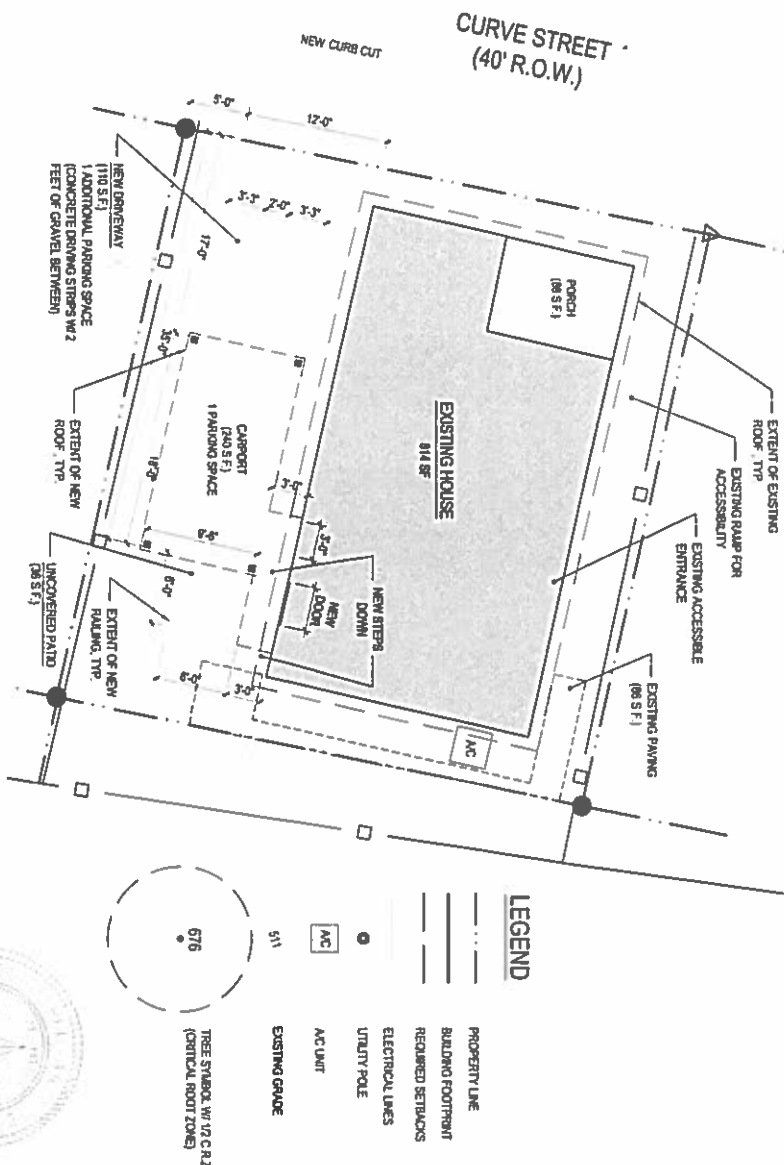
## GROSS FLOOR AREA AND FLOOR AREA RATIO

		EXISTING	NEW /ADDITION
I	1st Floor Dress Room a. 1st Floor Area (including covered or uncovered finished ground-floor porch) b. 1st Floor Area with Ceiling Height Over 15 feet c. 1071A, 1st and 2nd Floor	§ 14.5 f NA NA § 14.5 f	NA NA NA
II	2nd Floor Dress Room a. 2nd Floor Area (including all areas covered by a roof) b. 2nd Floor Area with Ceiling Height Over 15 feet c. 1071A, 1st and 2nd Floor	NA NA NA NA	NA NA NA NA
III	2nd Floor Dress Room a. 3rd Floor Area (including all areas covered by a roof) b. 3rd Floor Area with Ceiling Height Over 15 feet c. 1071A, 1st and 2nd Floor	NA NA NA NA	NA NA NA NA
IV	Boardman Dress Room a. Floor area outside footprint of the floor	NA	NA
V	Design b. Aspects 1. Attached 2. Attached 200 sq. ft. used to meet the minimum parking requirement 3. Attached 100 sq. ft. used to meet the minimum parking requirement 4. Attached 400 sq. ft. used for more than 100 sq. ft. of parking 5. Attached 400 sq. ft. used for more than 100 sq. ft. of parking	NA NA NA NA NA	NA NA NA NA NA
VI	Corridor a. Floor area of more than 100 sq. ft. used for more than 100 sq. ft. of parking b. Floor area of more than 100 sq. ft. used for more than 100 sq. ft. of parking	NA NA	204, 204 + 0.8 f § 14.5 f

TOTAL GROSS FLOOR AREA	814 SF
GROSS AREA OF LOT	2,183 SF

FLOOR AREA (sq ft) from area above and below of bay

37 18
or 0.37 to 1.0



LEGAL DESCRIPTION,	SECTION	TOWNSHIP	RANGE	NEED LEFT OF W80FT OF LOT 8 Q.L.T. 55 DIVISION B
ZONING:	SR-3-NP			
NEIGHBORHOOD PLANNING AREA	CENTRAL EAST AUSTIN			
FRONT YARD SETBACK	25 FEET			
SIDE YARD SETBACK	5 FEET			
STREET SIDE YARD SETBACK	15 FEET			
REAR YARD SETBACK	10 FEET			
MAXIMUM BUILDING COVERAGE	40%			
MAXIMUM IMPERVIOUS COVERAGE	45%			

MAXIMUM IMPERIOUS COVERAGE

SF-3-NP  
CENTRAL EAST AUSTIN  
25 FEET  
5 FEET  
15 FEET  
10 FEET  
40%  
45%

**LEGAL DESCRIPTION:**  
N 6EN 45FT OF W 50FT OF LOT 8 OUT 55 DIVISION B

Match • Ulfand Oms  
a r c h i t e c t s  
1010 West 11th Street  
Anchorage, Alaska 99501  
T: 907.562.8588  
F: 907.562.8643  
www.MatchArchitects.com

1169 Curve Street  
Austin, Texas 78702

A1.0

01 Architectural Site Plan  
SCALE = 1" = 10'-0"

### LEGEND

PROPERTY LINE  
BUILDING FOOTPRINT  
REQUIRED SETBACKS

AC UNIT	EXISTING GRADE
511	

676 TREE SYMBOL W/ 1/2 C.R.Z.  
(CRITICAL ROOT ZONE)

# BUILDING COVERAGE

EXISTING	NEW / ADDITION
LOT 802: 2,183 S.F.	
a. 1st Floor Conditioned Area	814 S.F.
b. 2nd Floor Conditioned Area	N/A
c. 3rd Floor Conditioned Area	N/A
d. Basement	N/A
e. Garage / Carport	N/A
f. Attached Garage	204 S.F.
g. Wood Decks (must be counted at 50%)	N/A
h. Screened Porches	N/A
i. Covered Patios	88 S.F.
j. Balconies	N/A
k. Swimming Pool (surface area)	N/A
l. Other Building or Covered Areas (if applicable)	N/A
<b>TOTAL BUILDING AREA (incl. &amp; through i)</b>	<b>204 S.F.</b>

<b>TOTAL BUILDING COVERAGE ON LOT</b> (includes a, c, e, g, i, and l if applicable)	<b>1,008 S.F.</b> <b>50.2% OF LOT</b>
--	--

# IMPERVIOUS COVERAGE

a. Total Building Coverage on Lot (see above)	1,008 S.F.
b. Driveway Area on Private Property	110 S.F.
c. Sidewalk (Walkways on Private Property)	150 S.F.
d. Uncovered Paved	36 S.F.
e. Uncovered Wood Decks (must be counted at 50%)	N/A
f. Air Conditioning Pools	9 S.F.
g. Concrete Drives	N/A
h. Other: Existing paving	66 S.F.
<b>TOTAL IMPERVIOUS COVERAGE</b> (incl. & through h)	<b>1,489 S.F.</b> <b>68.4% of lot</b>

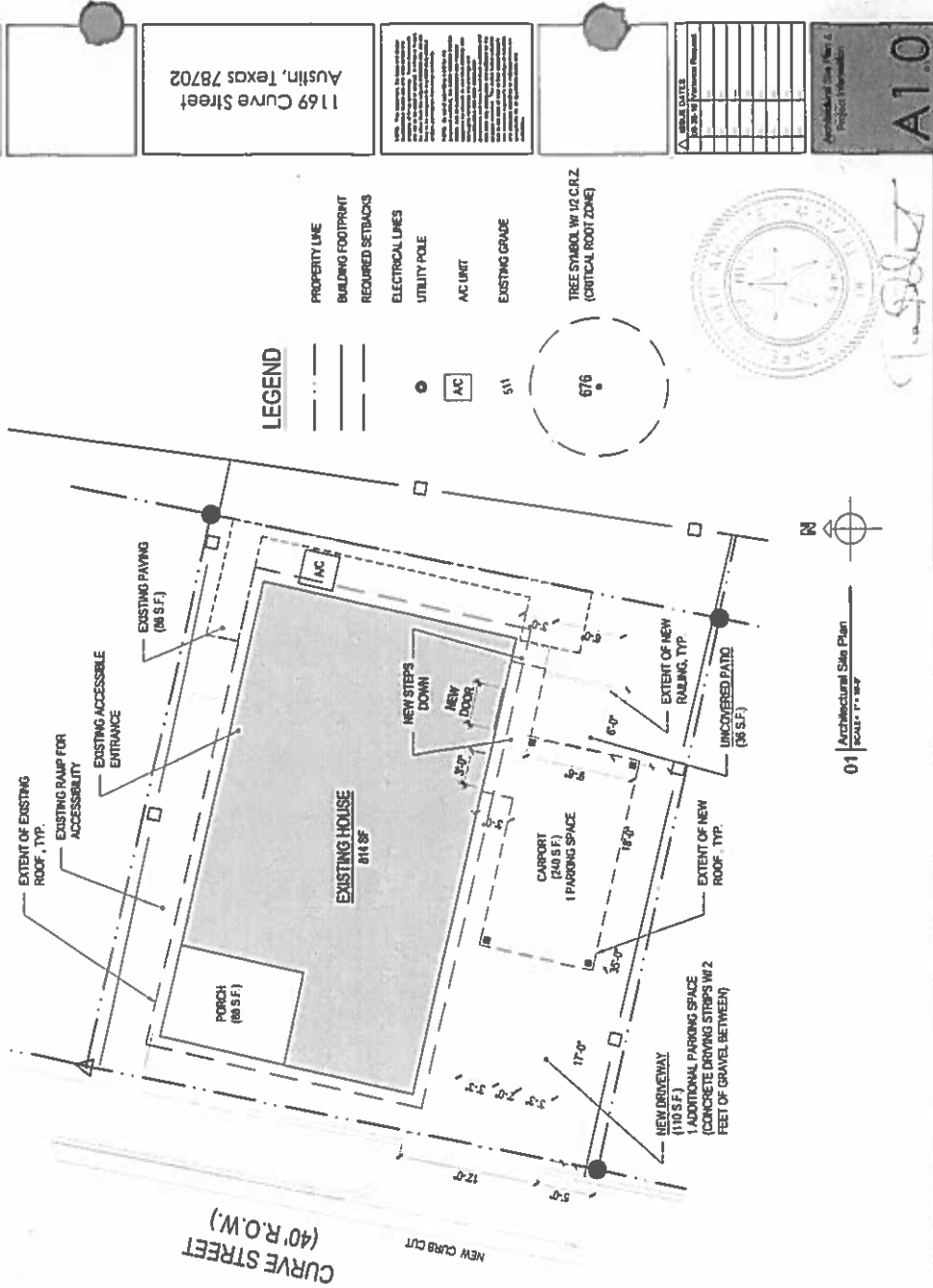
# GROSS FLOOR AREA AND FLOOR AREA RATIO

	EXISTING	NEW / ADDITION
I. 1st Floor Gross Area	814 S.F.	N/A
a. 1st Floor Area (including covered or uncovered basement ground-floor parking)	814 S.F.	N/A
b. 1st Floor Area with Ceiling Height Over 13 Feet	N/A	N/A
c. TOTAL (incl. & add to above)	N/A	N/A
II. 2nd Floor Gross Area	N/A	N/A
a. 2nd Floor Area (including all areas covered by a roof)	N/A	N/A
b. 2nd Floor Area with Ceiling Height Over 15 Feet	N/A	N/A
c. TOTAL (incl. & add to above)	N/A	N/A
III. 3rd Floor Gross Area	N/A	N/A
a. 3rd Floor Area (including all areas covered by a roof)	N/A	N/A
b. 3rd Floor Area with Ceiling Height Over 13 Feet	N/A	N/A
c. TOTAL (incl. & add to above)	N/A	N/A
IV. Basement Gross Area	N/A	N/A
a. Floor area outside footprint of 1st floor	N/A	N/A
b. Attached	N/A	N/A
c. Unattached	N/A	N/A
d. TOTAL (incl. & add to above)	N/A	N/A
V. Carport	N/A	N/A
a. Floor area on lot or more (above or below ground) (must be counted at 50%)	N/A	204 S.F.
b. TOTAL	814 S.F.	204 S.F.
<b>TOTAL GROSS FLOOR AREA</b> <b>GROSS AREA OF LOT</b>	<b>814 S.F.</b>	<b>2,183 S.F.</b>
<b>FLOOR AREA RATIO (gross floor area / gross area of lot)</b>	<b>27.1%</b> <b>or 0.27 to 1.0</b>	

**ZONING:**  
SF-3-HP  
CENTRAL EAST AUSTIN  
25 FEET  
5 FEET  
15 FEET  
10 FEET  
40%  
45%

**NEIGHBORHOOD PLANNING AREA**  
FRONT YARD SETBACK  
SIDE YARD SETBACK  
STREET SIDE YARD SETBACK  
REAR YARD SETBACK  
MAXIMUM BUILDING COVERAGE  
MAXIMUM IMPERVIOUS COVERAGE

**LEGAL DESCRIPTION:**  
N CEN 45FT OF W50FT OF LOT 8 O.L.T. 55 DIVISION 8



**h+o**

Architect & Interior Designer  
1169 Curve Street  
Austin, Texas 78702  
P: 512.454.8663  
www.hoarchitect.com

1169 Curve Street  
Austin, Texas 78702

**REMARKS**

1. This plan was prepared by the Architect for the purpose of obtaining a building permit for the construction of the proposed building. It is not to be used for any other purpose without the written consent of the Architect.

2. The Architect does not warrant the accuracy of the information provided by the client or the results of the survey. The Architect is not responsible for the accuracy of the information provided by the client or the results of the survey.

3. The Architect is not responsible for the accuracy of the information provided by the client or the results of the survey. The Architect is not responsible for the accuracy of the information provided by the client or the results of the survey.

4. The Architect is not responsible for the accuracy of the information provided by the client or the results of the survey. The Architect is not responsible for the accuracy of the information provided by the client or the results of the survey.

DATE	REVISION
10/20/2020	1. Initial Design
11/10/2020	2. Final Design

**A1.0**

22/32

	SE-2NP CENTRAL EAST AUSTIN
ZONING:	
NEIGHBORHOOD PLANNING AREA	
FRONT YARD SETBACK	25 FEET
SIDE YARD SETBACK	5 FEET
STREET SIDE YARD SETBACK	15 FEET
REAR YARD SETBACK	10 FEET
MAXIMUM BUILDING COVERAGE	40%
MAXIMUM IMPERVIOUS COVERAGE	45%

**LOT SIZE: 2,100 SF.**

LOT SIZE: 2.185 S.F.	EXISTING	NEW/ADDITION
1. 1st Floor Conditioned Area	814 S.F.	NA
2. 2nd Floor Conditioned Area	NA	NA
3. 3rd Floor Conditioned Area	NA	NA
4. Basement	NA	NA
5. Garage / Carport	NA	NA
6. Attached Garage	NA	218 S.F.
7. Attached Carport	NA	NA
8. Wood Deck (must be recorded as 1075 sq ft)	NA	NA
9. Screened Porch	NA	NA
10. Covered Porch	NA	NA
11. Covered Porch	88 S.F.	NA
12. Balconies	NA	NA
13. Swimming Pool (surface pool)	NA	NA
14. Other Utility or Covered Area of approximately 100 sq ft	NA	NA
TOTAL SQUARE FEET (and a fraction)	802 S.F.	218 S.F.

feeding, *S. angustatus*, *S. c. d.*, *A. ovalis* & *S. angustatus*.

100% OF LOT  
1.14 AC.  
FEDERAL RESERVE BANK  
OF NEW YORK

### IMPERVIOUS COVERAGE

a.	Total Building Coverages on 1st floor above	1,112.5 F
b.	Inventory loss on 1st floor property	153.5 F
c.	Schedule (Inventory on 1st floor) property	153.5 F
d.	Uncovered Pools	36.5 F
e.	Uncovered Pool Deck (only 1st covered at 50%)	36.5 F
f.	As Constructed Pools	9.5 F
g.	Carports Deck	164
h.	Other Existing pool	86.5 F

## TOTAL INFERIOUS CORRELATION

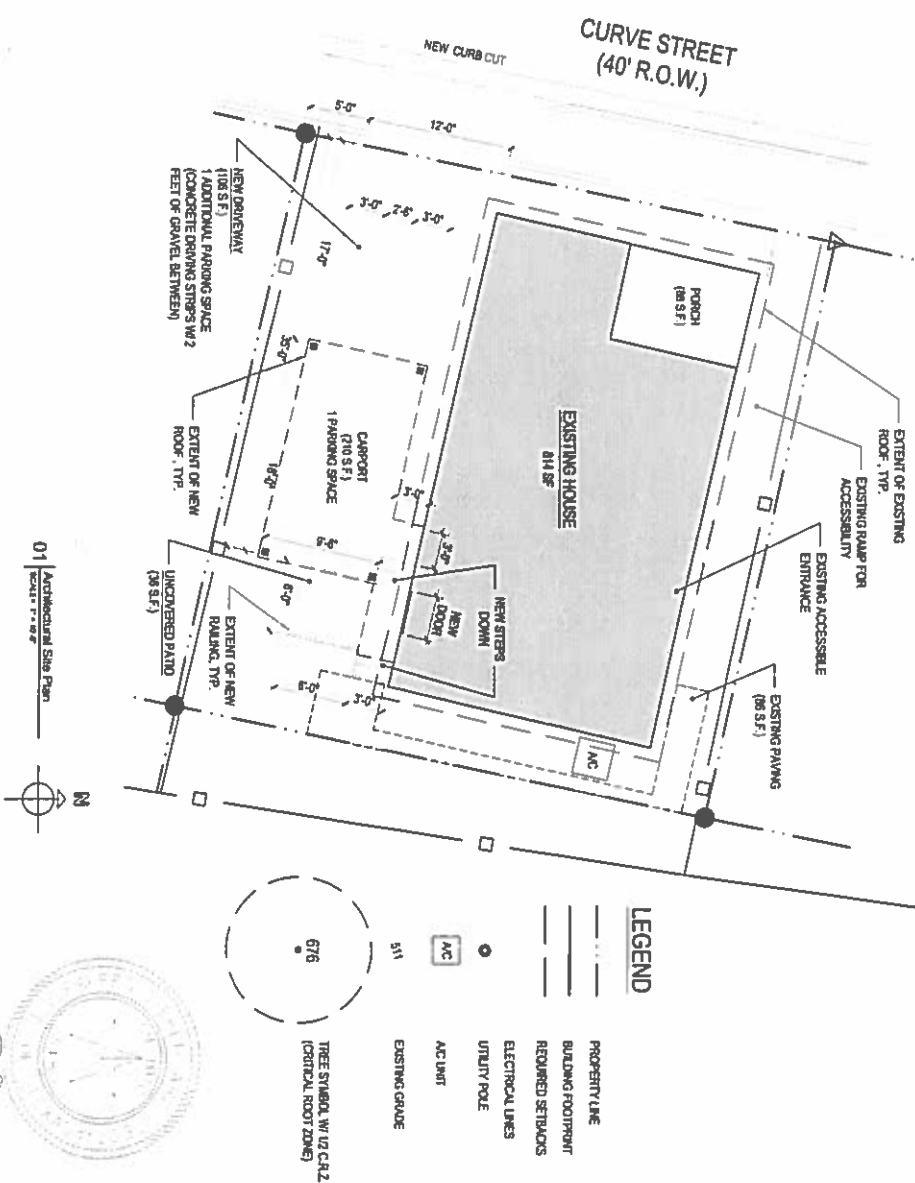
<b>TOTAL IMPERVIOUS COVERAGE</b>	<b>1,400 SF</b>
----------------------------------	-----------------

## GROSS FLOOR AREA AND FLOOR AREA RATIO

VOL.	EXISTING	NEW / ADJUSTED
I.		
1st Floor Glass Area	814 S.F.	844
a. 1st Floor Area (excluding covered or uncovered finished ground-floor porch)		844
b. 1st Floor Area with Canopy Height Over 15 feet.	814 S.F.	844
c. TOTAL (add a and b except)		844
II.		
2nd Floor Glass Area		
d. 2nd Floor Area (excluding all areas covered by a roof)	NA	NA
e. 2nd Floor Area with Canopy Height Over 15 feet.	NA	NA
f. TOTAL (add d and e except)	NA	NA
III.		
3rd Floor Glass Area		
g. 3rd Floor Area (excluding all areas covered by a roof)	NA	NA
h. 3rd Floor Area with Canopy Height Over 15 feet.	NA	NA
i. TOTAL (add g and h except)	NA	NA
IV.		
Basement Glass Area		
j. First floor balcony (except if 15 ft. or less)	NA	NA
V.		
Garage		
k. Attached garage 150 sq. ft. or more to meet the minimum parking requirement	NA	NA
l. Detached garage 150 sq. ft. or more to meet the minimum parking requirement	NA	NA
Uncovered 425 sq. ft. or more (less than 15 feet from property line)	NA	NA
VI.		
Canopy		
m. Canopy over door or entry (less than 15 feet from property line) if attached 425 sq. ft.	NA	210, 210 0.5 S.F.
VII.		
TOTAL	814 S.F.	844

TOTAL GROSS FLOOR AREA	814 S.F.
GROSS AREA OF LOT	2,190 S.F.

FLOOR AREA RATIO (gross floor area/gross area of lot)  
31.1%  
or 0.37 to 1.0



1169 Curve Street  
Austin, Texas 78702

# h<sub>2</sub>o

horizon • Ulfond Olsen  
O • C • H • I • E • C • I • S

andly. The attorney, 602-227-0277, represents workers who are laid-off or terminated without cause. Many attorneys will take a case for free. You can find out more about the law by visiting [www.dhs.gov](http://www.dhs.gov) or by calling the Dept. of Labor at 800-368-1024. For a complete list of attorneys, visit [www.dhs.gov](http://www.dhs.gov).

Performance like this is  
 proof of innovation.

# A1.0

*with carpet but w/o other existing paving*

**BUILDING COVERAGE**

LOT SIZE: 2.10 S.F.	EXISTING	NEW / ADDITION
1. 1st Floor Covered Area	814 S.F.	NA
2. 2nd Floor Covered Area	NA	NA
3. 3rd Floor Covered Area	NA	NA
4. Basement	NA	NA
5. Garage / Carport	NA	NA
6. Attached Garage	NA	NA
7. Attached Carport	NA	210 S.F.
8. Wood Deck / Pool (not covered w/ roof)	NA	NA
9. Screened Pool	NA	NA
10. Covered Porch	NA	NA
11. Backyard	NA	NA
12. Screened Pool (not covered w/ roof)	NA	NA
13. Other Building or Covered Area (if applicable)	NA	NA
<b>TOTAL BUILDING AREA (not a through)</b>	<b>814 S.F.</b>	<b>210 S.F.</b>

**TOTAL BUILDING COVERAGE ON LOT**  
 (includes 1 applicable to 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13)  
 1,024 S.F.  
 50.1% OF LOT

**IMPERVIOUS COVERAGE**

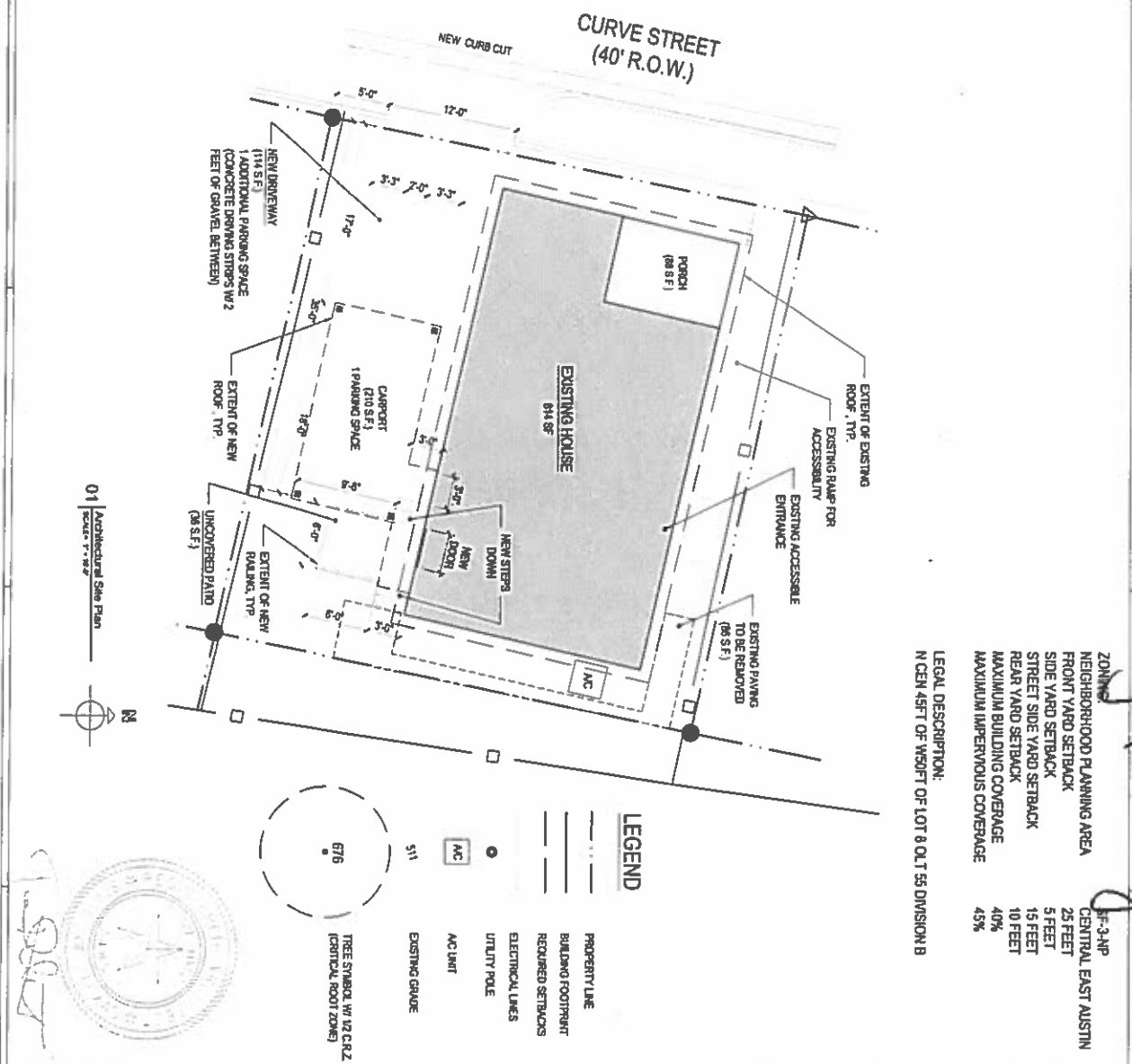
1. Total Building Coverage on lot (see above)	1,024 S.F.
2. Driveway Area on Private Property	114 S.F.
3. Sidewalk / Walkways on Private Property	120 S.F.
4. Uncovered Paved	38 S.F.
5. Uncovered Paved (not covered w/ roof)	NA
6. Air Conditioning Pads	5 S.F.
7. Concrete Pads	NA
8. Other	NA
<b>TOTAL IMPERVIOUS COVERAGE</b> (not a through)	<b>1,201 S.F.</b> <b>54.3% of lot</b>

**GROSS FLOOR AREA AND FLOOR AREA RATIO**

	EXISTING	NEW / ADDITION
I. 1st Floor Gross Area	814 S.F.	NA
a. 1st Floor Area (including covered or uncovered basement ground floor parking)	NA	NA
b. 1st Floor Area with Ceiling Height Over 15 Feet	NA	NA
c. TOTAL (add a and b above)	814 S.F.	NA
II. 2nd Floor Gross Area	NA	NA
a. 2nd Floor Area (including all areas covered by a roof)	NA	NA
b. 2nd Floor Area with Ceiling Height Over 15 Feet	NA	NA
c. TOTAL (add a and b above)	NA	NA
III. 3rd Floor Gross Area	NA	NA
a. 3rd Floor Area (including all areas covered by a roof)	NA	NA
b. 3rd Floor Area with Ceiling Height Over 15 Feet	NA	NA
c. TOTAL (add a and b above)	NA	NA
IV. Basement Gross Area	NA	NA
a. 1st Floor area within footprint of lot	NA	NA
b. 2nd Floor area within footprint of lot	NA	NA
c. 3rd Floor area within footprint of lot	NA	NA
d. 4th Floor area within footprint of lot	NA	NA
e. 5th Floor area within footprint of lot	NA	NA
f. 6th Floor area within footprint of lot	NA	NA
g. 7th Floor area within footprint of lot	NA	NA
h. 8th Floor area within footprint of lot	NA	NA
i. 9th Floor area within footprint of lot	NA	NA
j. 10th Floor area within footprint of lot	NA	NA
k. 11th Floor area within footprint of lot	NA	NA
l. TOTAL (add a and k above)	NA	NA
V. Garage	NA	NA
a. Attached 200 sq. ft. or less to main building footprint	NA	NA
b. Detached	NA	NA
c. Other	NA	NA
VI. Carport	NA	NA
a. Attached 200 sq. ft. or less to main building footprint	NA	NA
b. Detached	NA	NA
c. Other	NA	NA
VII. TOTAL	814 S.F.	210 S.F.
VIII. TOTAL	814 S.F.	210 S.F.

**TOTAL GROSS FLOOR AREA**  
 814 S.F.  
 2,100 S.F.

**FLOOR AREA (NATD) Gross Floor Area (not a through)**  
 37.1%  
 613.7 S.F.



**LEGAL DESCRIPTION:**  
 N 1/2 SEC 15 OF T1S R12E S15 DIVISION B  
 N 1/2 SEC 15 OF T1S R12E S15 DIVISION B

**NEIGHBORHOOD PLANNING AREA**  
 FRONT YARD SETBACK 25 FEET  
 SIDE YARD SETBACK 5 FEET  
 STREET SIDE YARD SETBACK 15 FEET  
 REAR YARD SETBACK 10 FEET  
 MAXIMUM BUILDING COVERAGE 40%  
 MAXIMUM IMPERVIOUS COVERAGE 45%

m2  
32

October 28, 2016

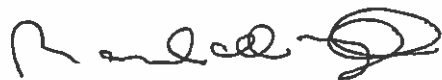
Neighbors,

We are sending this letter to inform you we have requested a variance from the City of Austin. The variance will allow us to have a driveway with off street covered parking.

If you have questions please do not hesitate to contact us.

You will be receiving a letter from the City with the date of the hearing.

Thank you,



Randy and Brenda Frizzell  
1169 Curve Street  
Austin, Texas 78702  
512-970-6624



Neighbors who were sent letters

note  
mailed letters  
Sun Nov 30th/16  
from  
Hwy 180  
per 12  
PA location  
m2  
33

- Juniper Rentals LLC  
1002 Juniper St.  
Austin, Texas 78702
- Charles Chauvin and April Ann Garcia  
1004 Juniper St.  
Austin, Texas 78702
- Artale Services Ltd.  
~~1165 Curve St.~~ 3200 Ode Run  
Austin, Texas 78702 78748
- Carlos Jesus Gutierrez  
1164 Curve St.  
Austin, Texas 78702
- Henderson Othello Methelda, Jr.  
1001 Olive St.  
Austin, Texas 78702
- Anita Amphara Jung  
1003 Olive St.  
Austin, Texas 78702
- Louis L. Ramirez  
935 Olive St.  
Austin, Texas 78702
- Kristin and Richard Christensen  
918 Juniper St.  
Austin, Texas 78702
- Robinson Hill Neighborhood Association  
1193 Curve St.  
Austin, Texas 78702

Front of House  
with tree



m2  
34

Tree above House



Front / with Tree



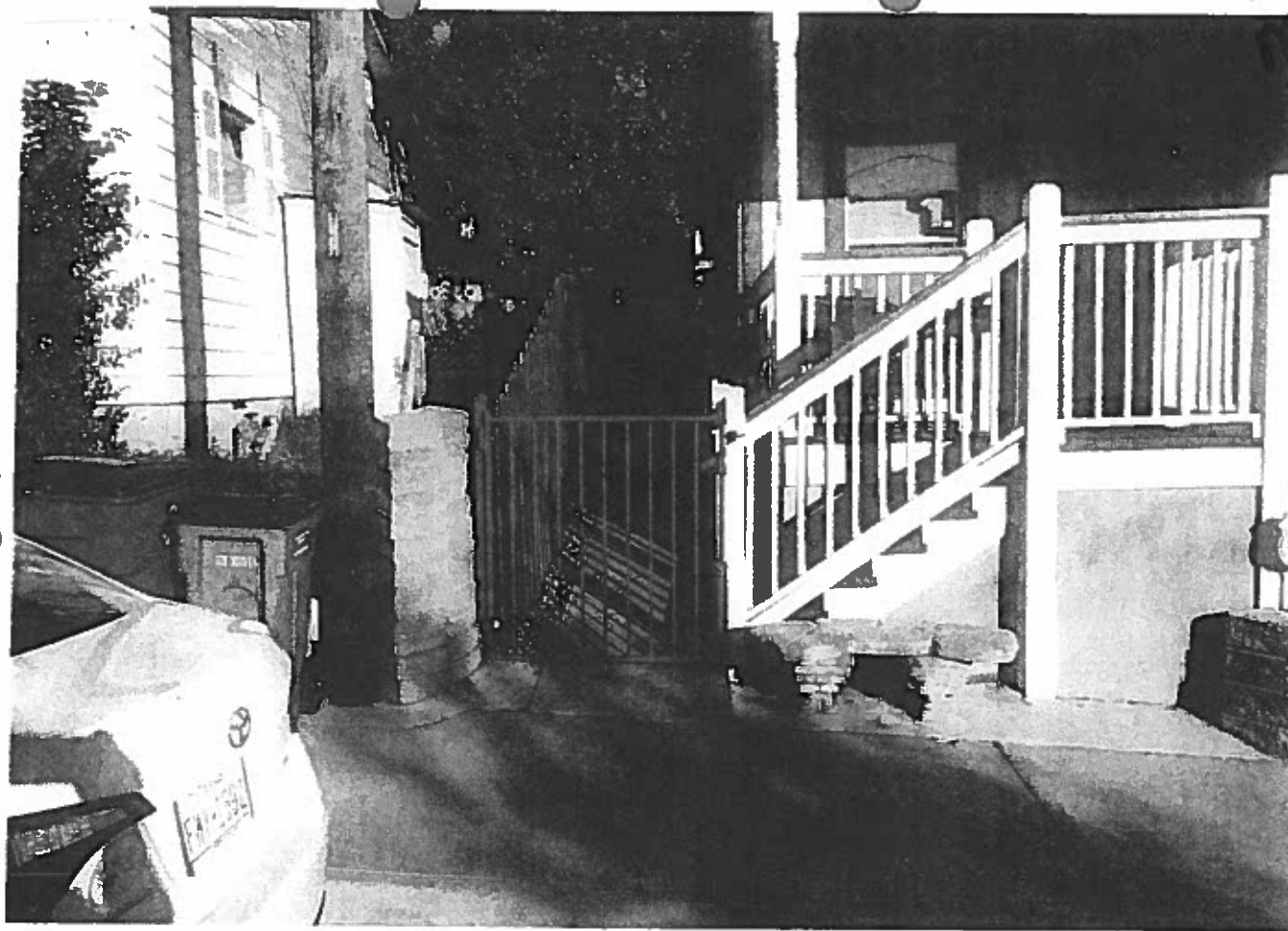
32  
35

Side yard / with Tree



side yard from little

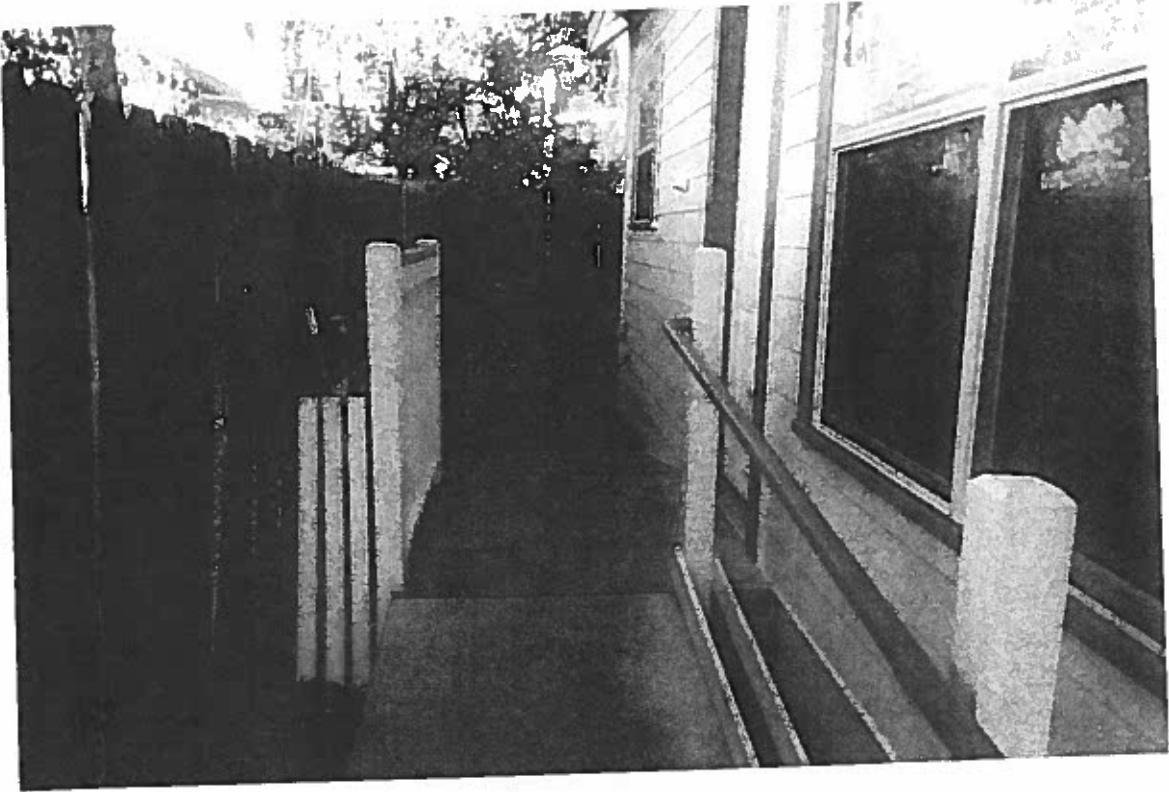
10A  
LxT  
(Front)



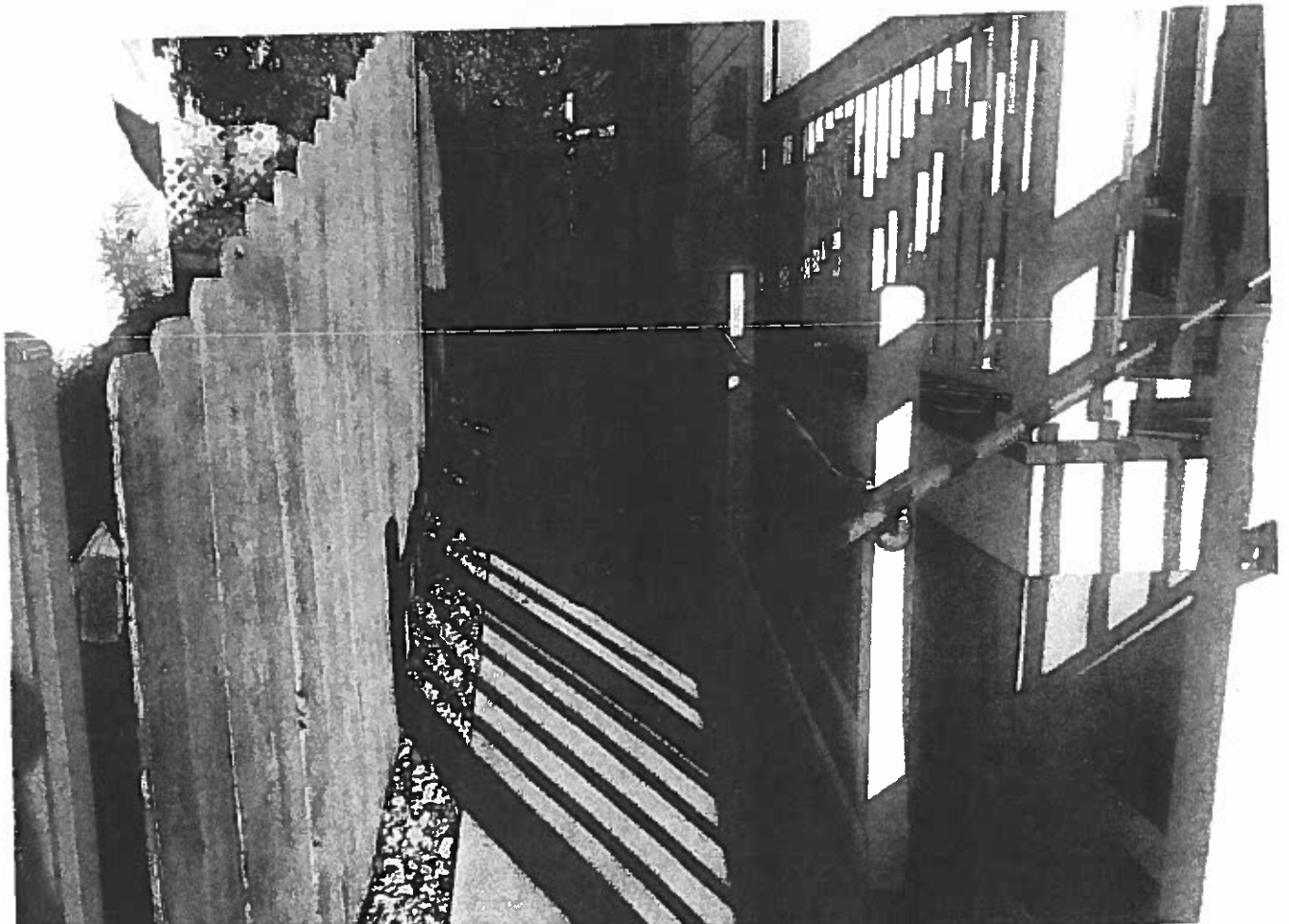
1000



32  
37



ADA  
entry



ADA  
entry



32/32

removed  
pavers  
86 sq ft



land  
to  
back  
up  
house  
part  
of  
ADA  
entry



3/2  
39



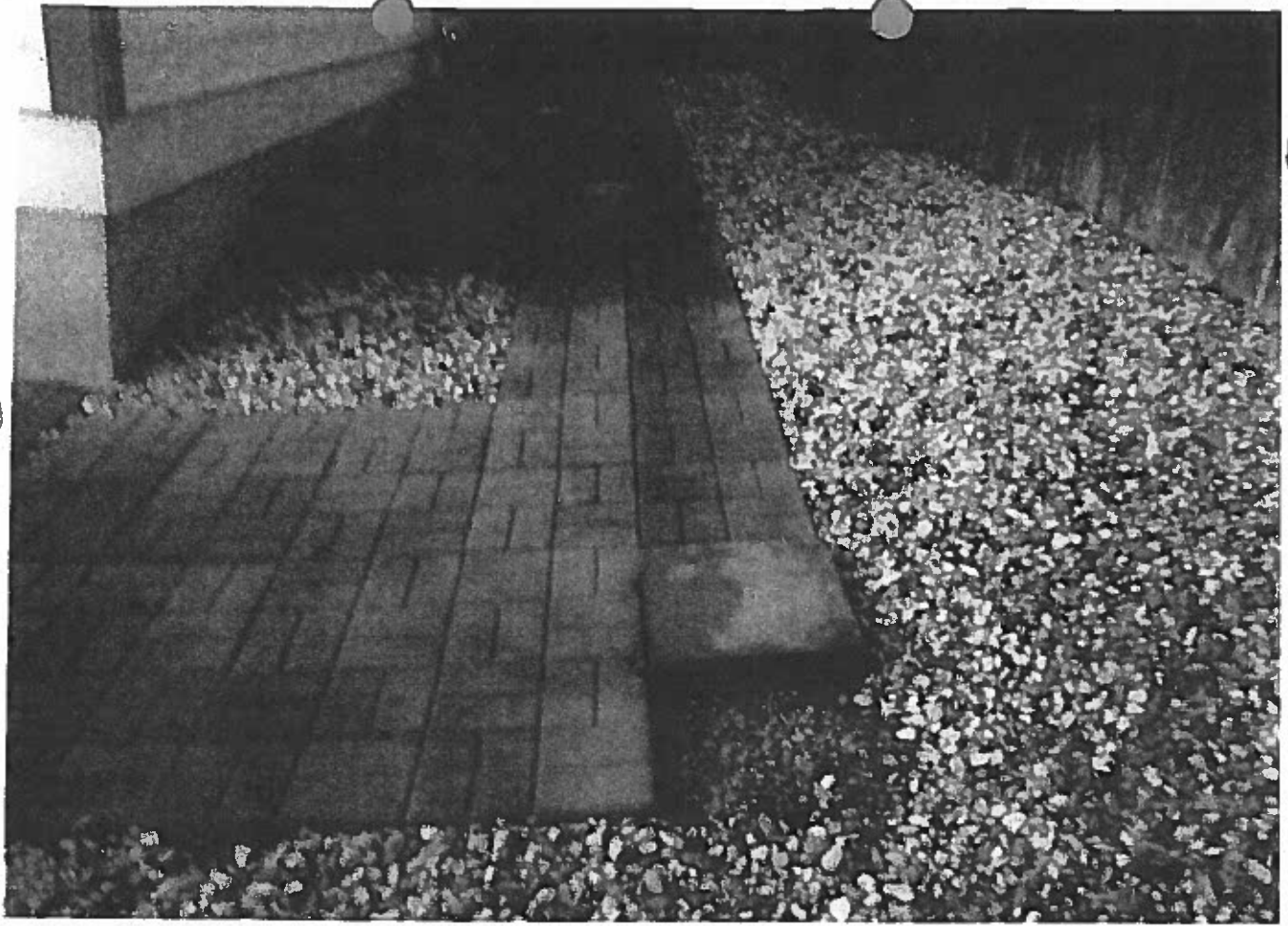
Back  
of  
house



Back  
of  
house  
to  
side  
yard

weeds  
105.14  
removed

4/22

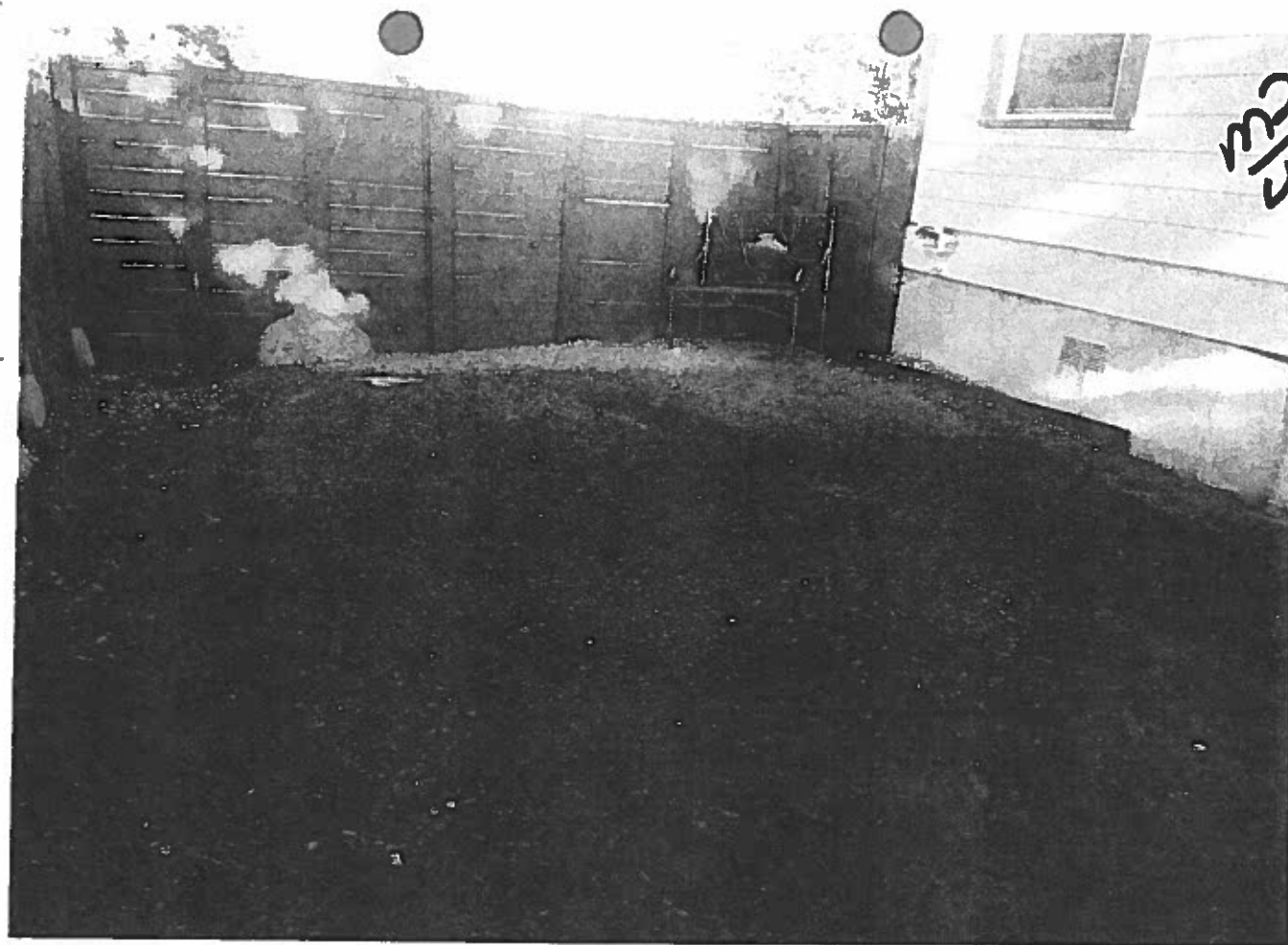


gravel  
beneath  
pav  
86  
59 ft  
removed

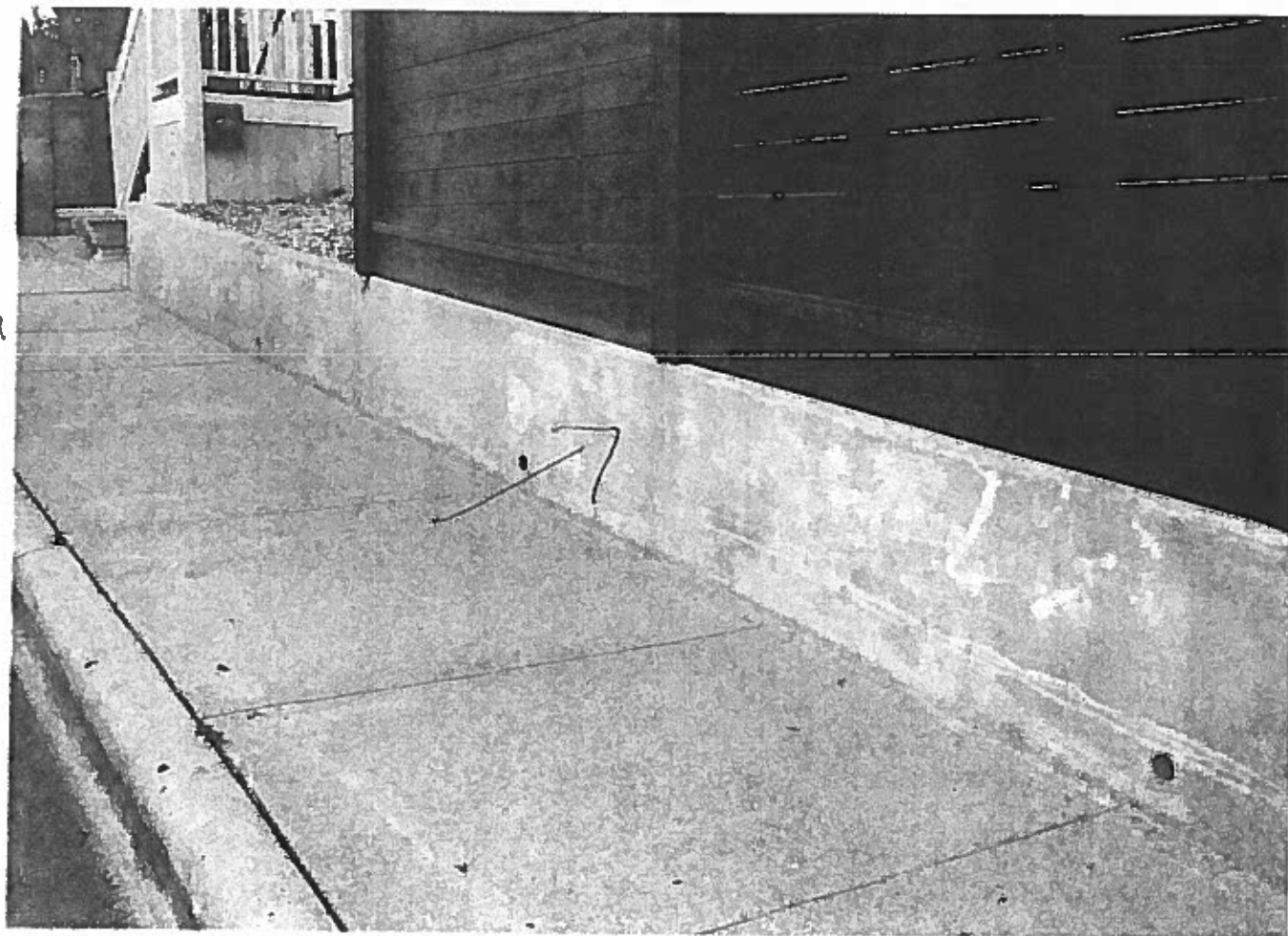




2/2/3



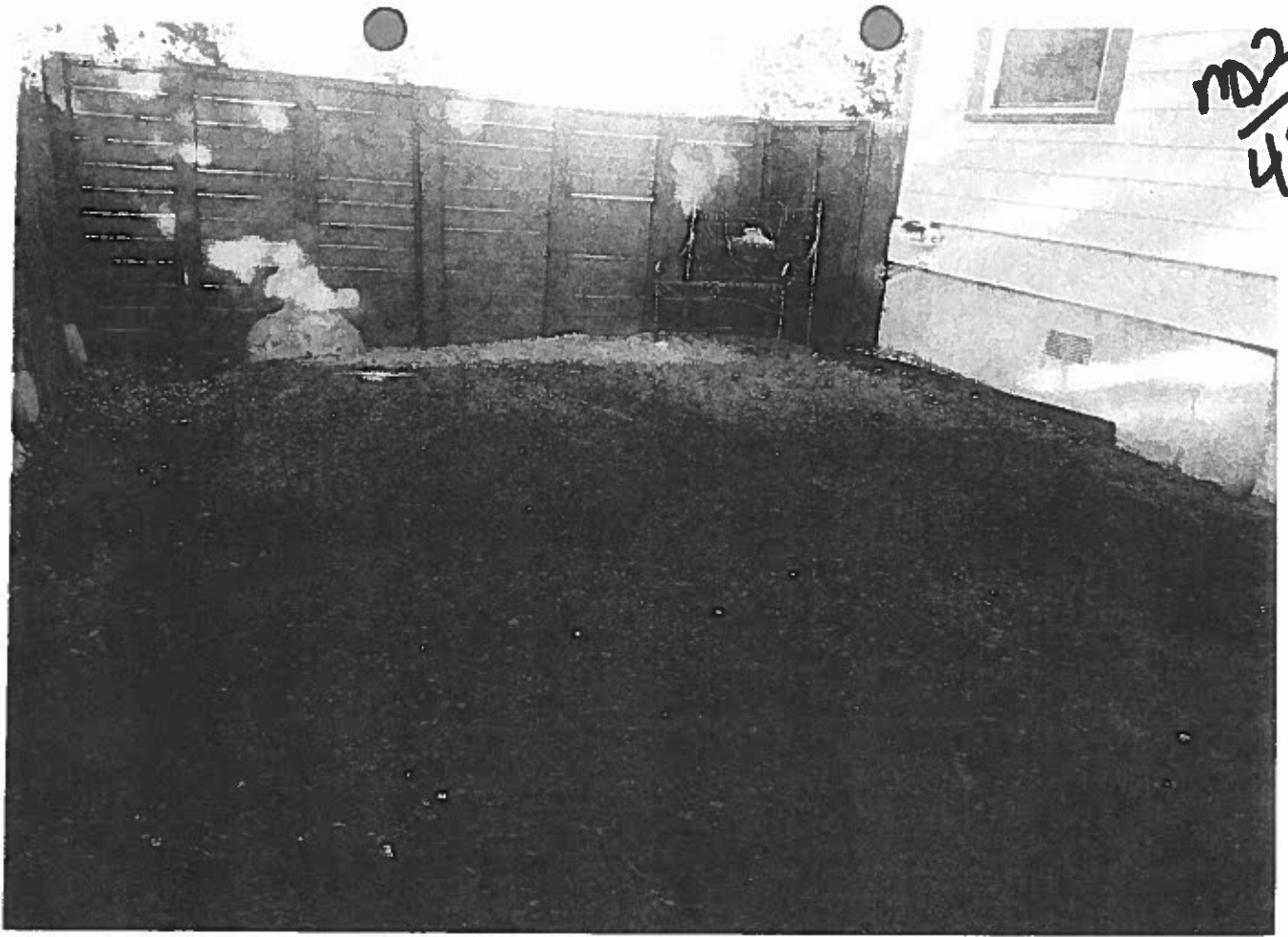
area  
where  
tree  
was



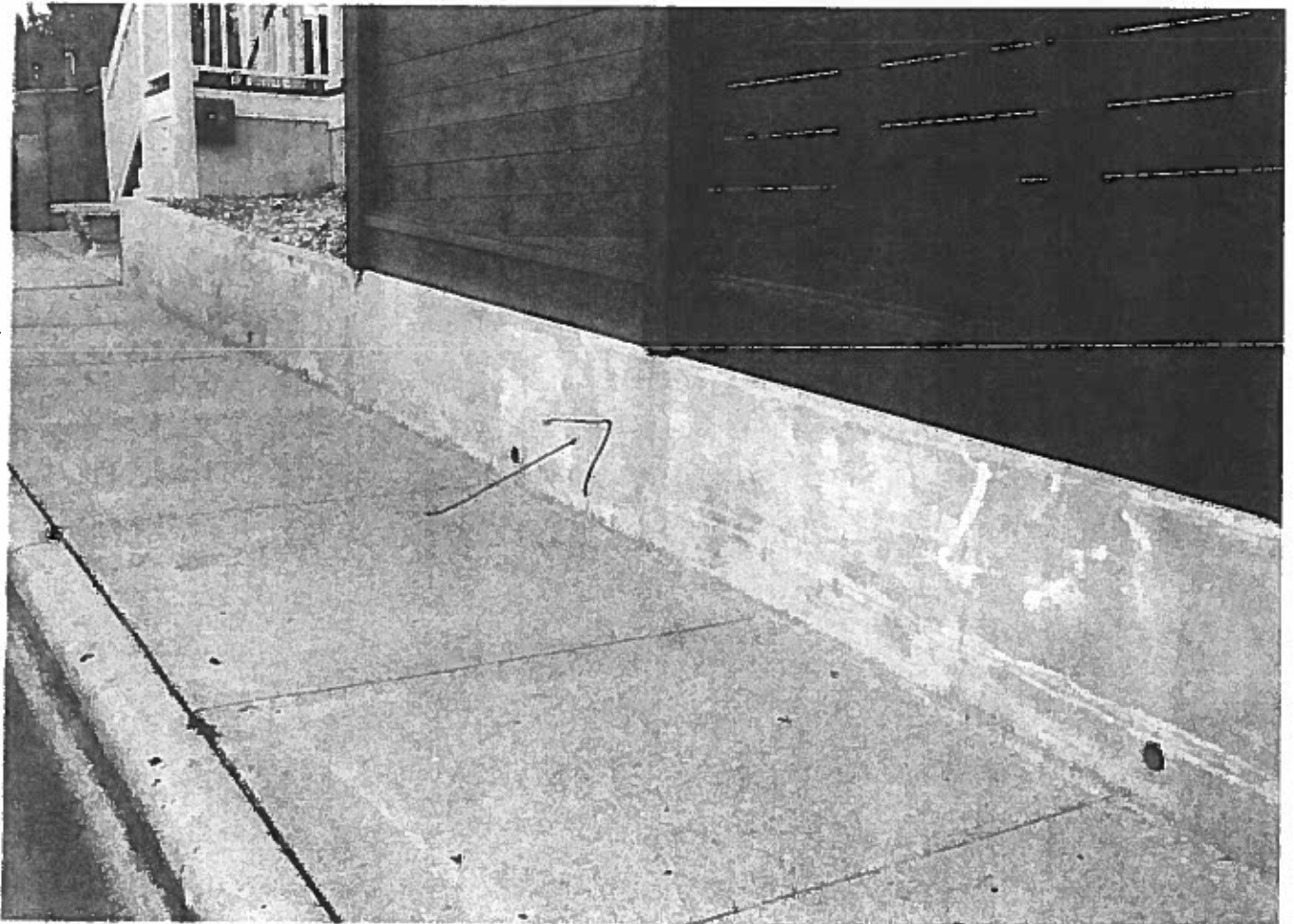
would  
be  
front  
entry  
to  
drive  
way  
and  
exit

MO2  
42

area  
where  
tree  
was



would  
be  
front  
entry  
to  
drive  
way  
and  
exit

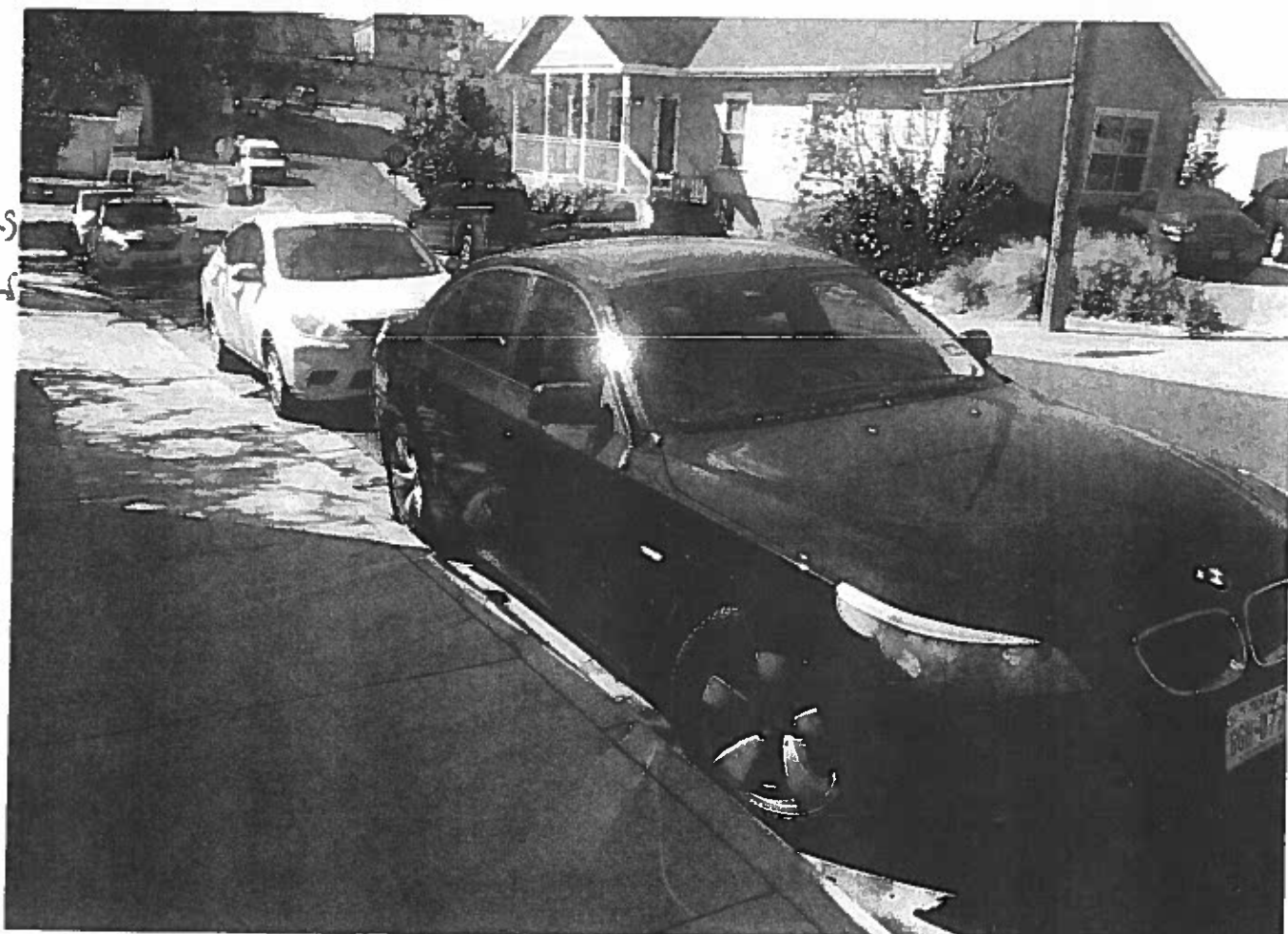


32  
43

orkins  
-uncer  
Sat)



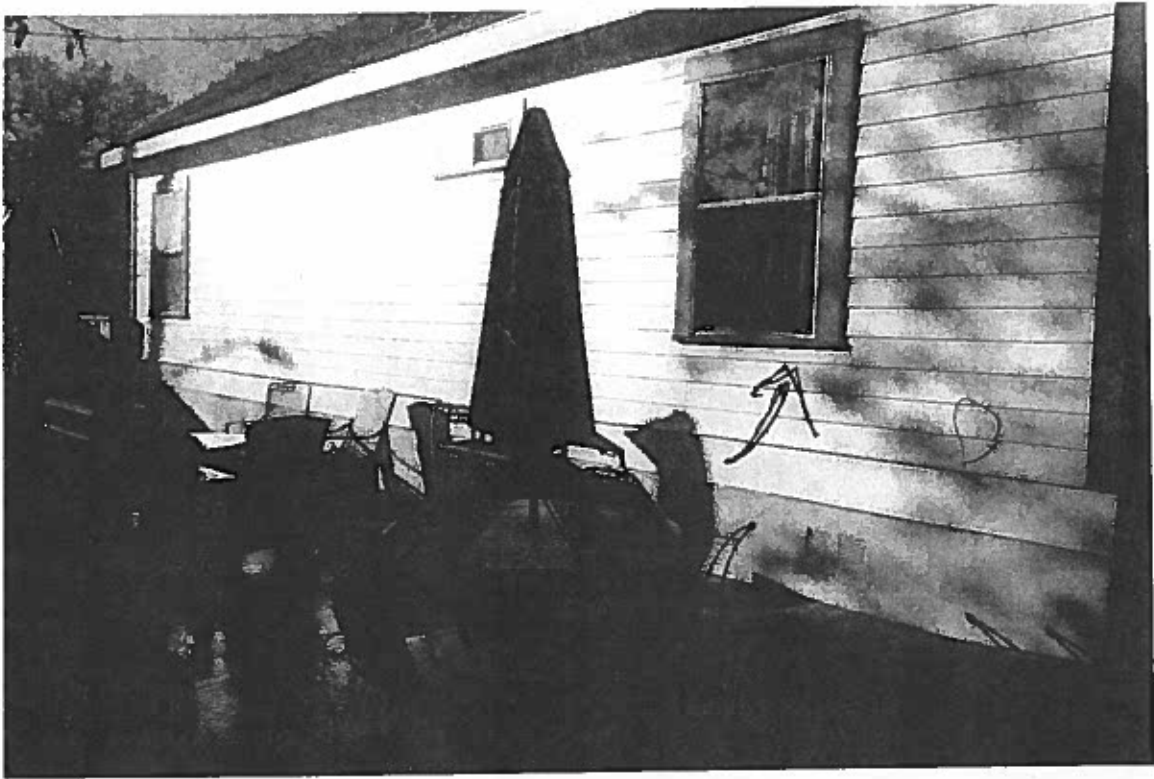
orkins  
uncer  
ion)





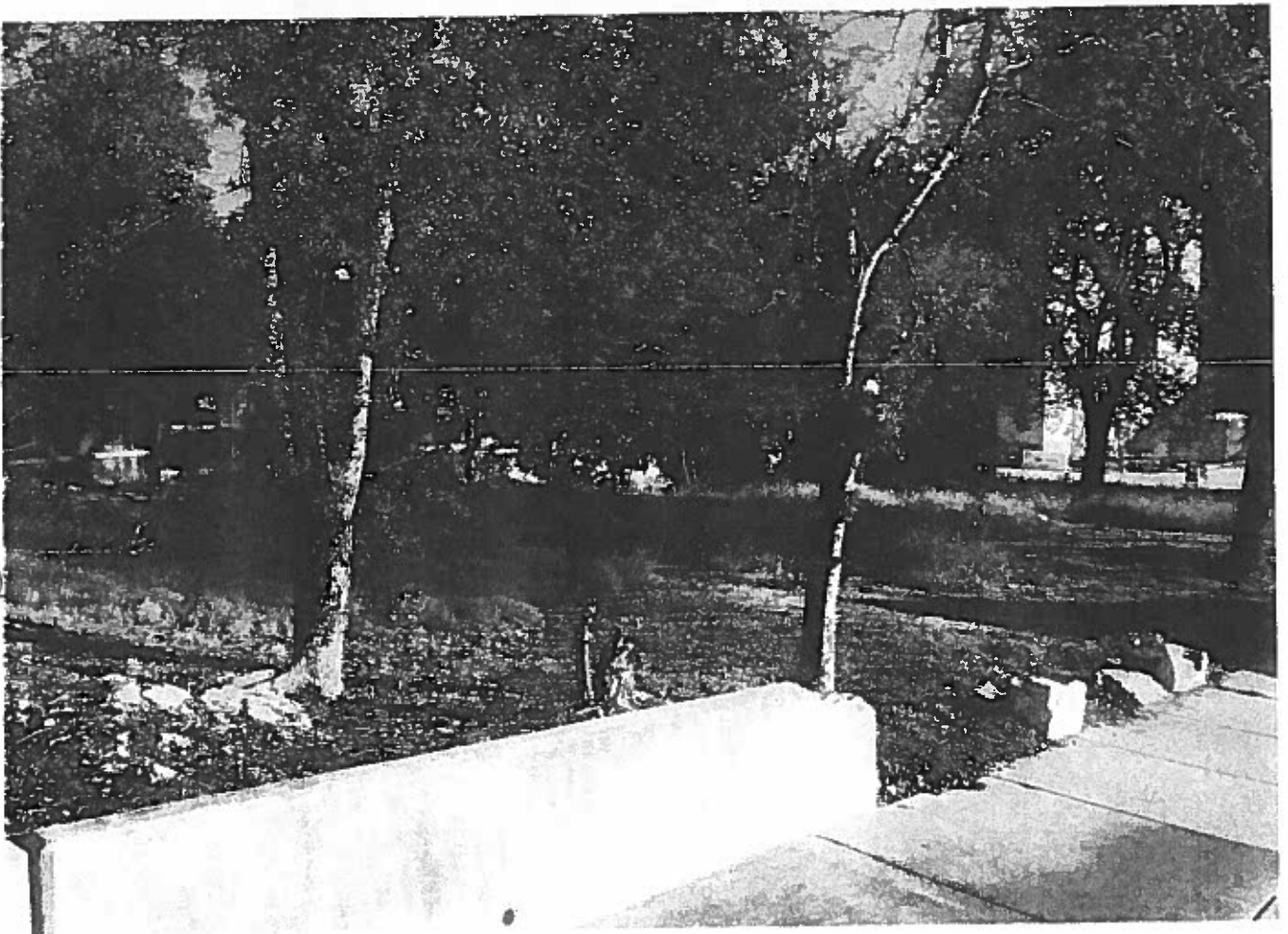
m2  
44

new  
entry  
proposed  
(stair)



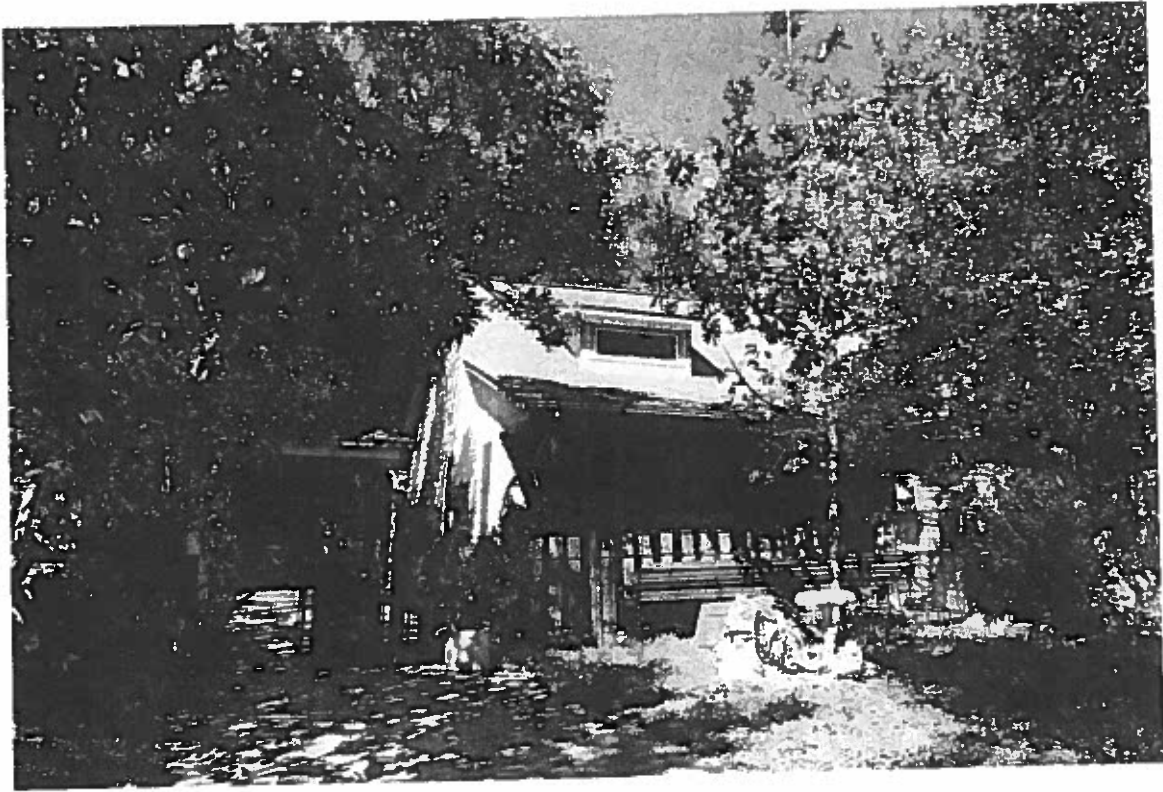
to  
to  
south  
of  
house

more  
removed  
a  
year  
ago



car port; in the  
area (City/Ara Homer)

4/5/52



Catalpa  
st



Catalpa  
st

01/10/54 (171714-1000)

01/10/54



01/10/54

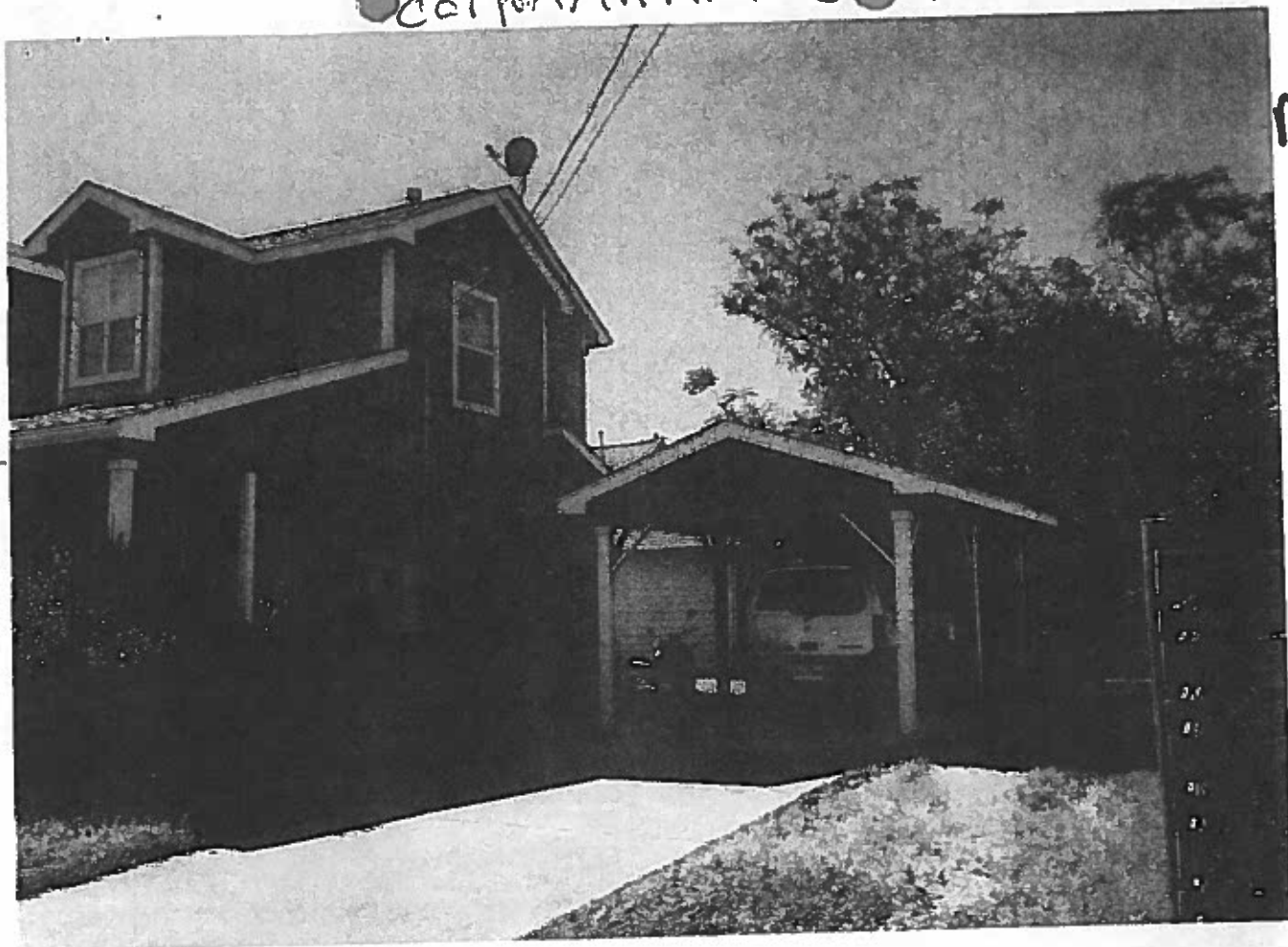
01/10/54





Carports in Area (City/ARAHomes)

m2  
47

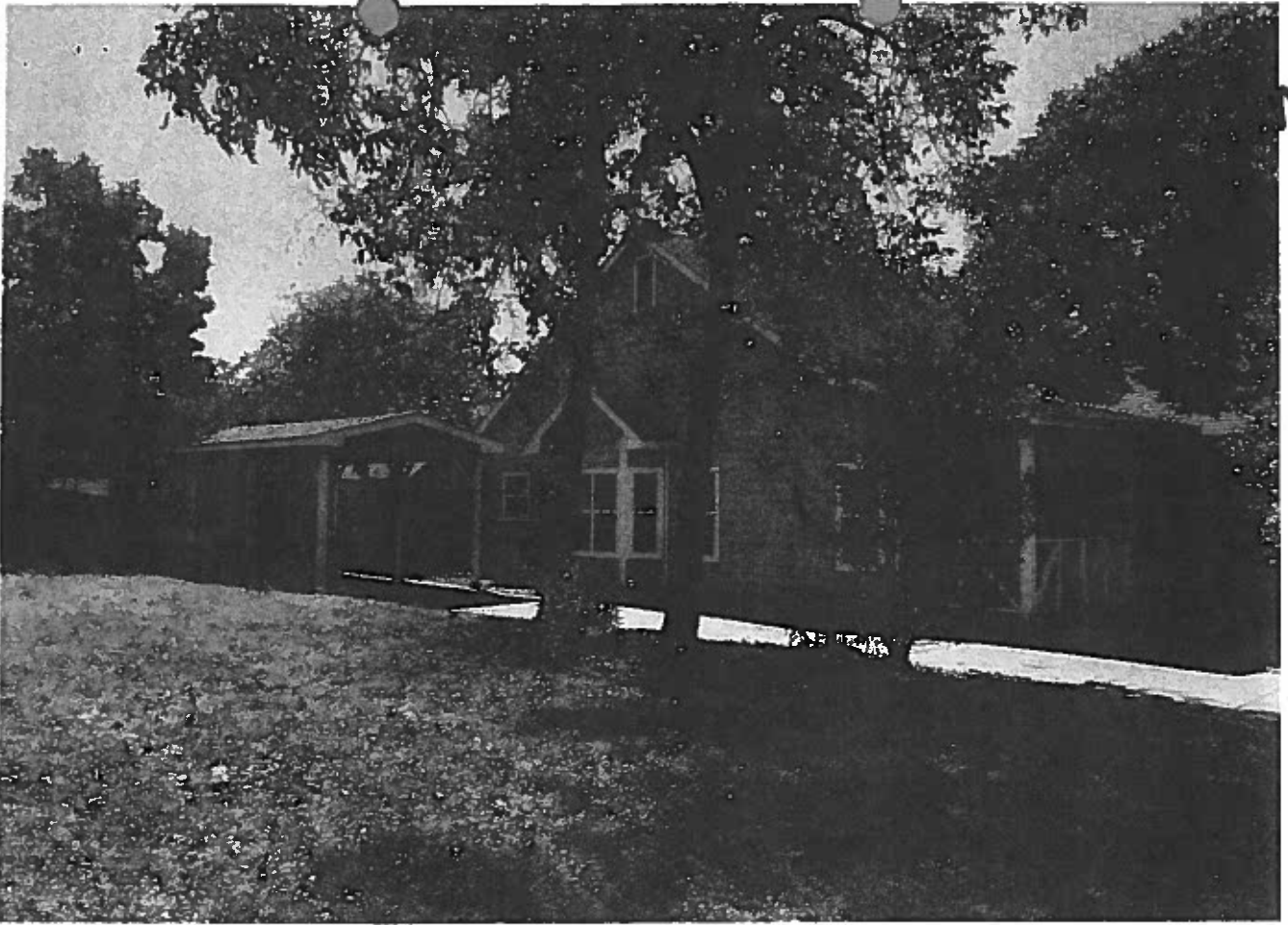


water  
5x



live  
5x

Carport in Area (Lynchburg Home)



14x12  
5x

14x12  
5x



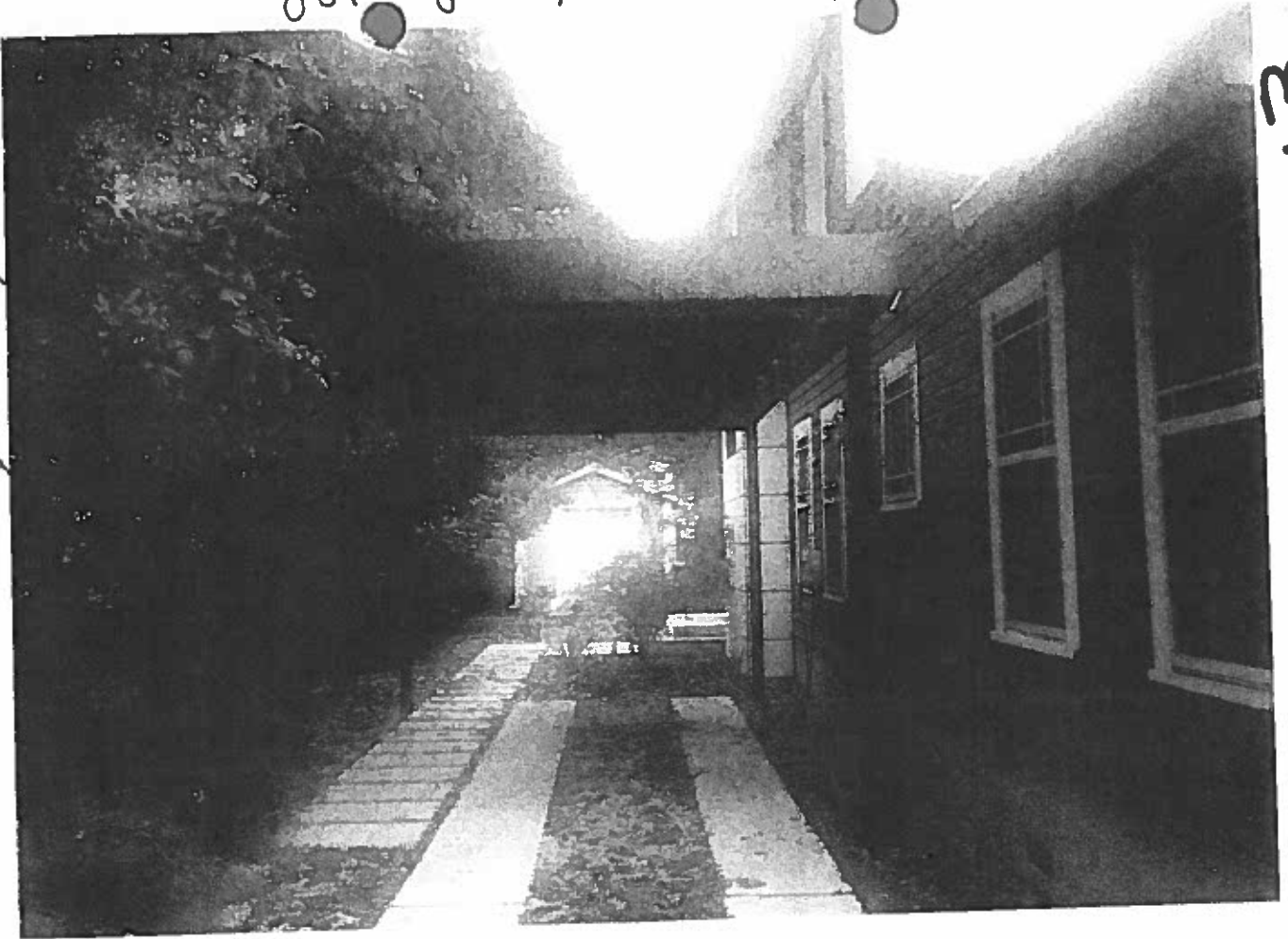
14x12  
5x



our request / Another carpet in H14 (City Home)

m2  
49

→  
even  
we  
don't  
know  
about



roller  
4x





M2  
58

1169 Curve

(2190 sq ft Lot)

(Small lot ownership / price 2001)  
2500 - 3500 sq ft



5/3/2

906 Juniper

(Small lot amnesty)  
Built in 2004

(Smaller lot than 1169 Curve)

906 Juniper

62/32



906  
Juniper

906 Juniper



●○○○○ AT&T LTE

3:58 PM

41% 

Done

RHNAltr.pages



Robertson Hill Neighborhood Association

Leane Heldenfels  
City of Austin

November 15, 2016

At our meeting this evening we voted unanimously to support the addition of a driveway including a curb cut and a carport at the home of Randall and Brenda Frizell 1169 Curve, 78702.

Sincerely yours,

Janice Friesen  
President RHNA



