

## ZONING CHANGE REVIEW SHEET

CASE: C14-2025-0098(RCT) - 600 Harthan RCT

DISTRICT: 9

ZONING: CS-MU-CO-HD-NP

SITE AREA: 0.28 acres  
(12,197 sq.ft.)

ADDRESS: 600 Harthan Street

PROPERTY OWNER: 1214 West 6<sup>th</sup>, LP

AGENT: Armbrust & Brown, PLLC (Richard T. Suttle, Jr.)

CASE MANAGER: Cynthia Hadri 512-974-7620, [Cynthia.hadri@austintexas.gov](mailto:Cynthia.hadri@austintexas.gov)

### REQUEST:

The applicant is requesting a termination of the restrictive covenant conditions for this property.

### STAFF RECOMMENDATION:

**Staff recommends the proposed termination of the public restrictive covenant.**

### PLANNING COMMISSION ACTION / RECOMMENDATION:

**November 13, 2025: APPROVED THE APPLICANT'S REQUEST FOR A TERMINATION OF THE RESTRICTIVE COVENANT.**

*[P. BRETON; B. BEDROSIAN - 2<sup>ND</sup>] (10-0) F. MAXWELL AND P. HOWARD – ABSENT*

### CITY COUNCIL ACTION:

**January 22, 2026:**

**December 11, 2025: APPROVED THE APPLICANT'S REQUEST FOR A POSTPONEMENT TO JANUARY 22, 2026.**

*[MAYOR PRO TEM FUENTES; R. ALTER - 2<sup>ND</sup>] (11-0)*

### ORDINANCE NUMBER:

ISSUES: N/A

**CASE MANAGER COMMENTS:**

The applicant is requesting to terminate/delete a public restrictive covenant that was recorded in 1984 on Lots 3 and 4 of the Taylor-Smith subdivision (***Please see Applicant's Summary Letter – Exhibit C***). This covenant added building restrictions to Lot 3. Building restrictions included a 6 foot setback from the common boundary line. However, in 2018 Lots 3 and 4 were re-subdivided into one lot which removed the common boundary line. (***Please see Public Restrictive Covenant - Exhibit D***).

The staff recommends the applicant's request to delete the conditions of this public restrictive covenant. Since this restrictive covenant was executed and recorded, the property in question has been re-subdivided. The area under consideration is now known as Lot A of the Amended Plat of Lots 3 and 4 Taylor-Smith subdivision. The staff supports the deletion of this public restrictive covenant because items listed in this public restrictive covenant will now be regulated under the zoning district site development standards and other requirements stipulated by the Land Development Code.

The applicant agrees with the staff's recommendation.

**EXISTING ZONING AND LAND USES:**

	ZONING	LAND USES
<i>Site</i>	CS-MU-CO-HD-NP	Office; Retail
<i>North</i>	MF-4-H-HD-NP; SF-3-H-HD-NP	Multifamily Residential; Single Family Residential
<i>South</i>	CS-MU-CO-HD-NP; CS-MU-CO-V-NP; PUD-NP	Office; Retail; Storage
<i>East</i>	CS-MU-CO-HD-NP	Office; Retail; Personal Improvement Services
<i>West</i>	CS-MU-CO-V-NP	Office; Retail

**NEIGHBORHOOD PLANNING AREA:** Old West Austin

**WATERSHED:** Lady Bird Lake (Urban)

**SCENIC ROADWAY:** No

**CAPITOL VIEW CORRIDOR:** Yes (Mopac Bridge – SDCC)

**SCHOOLS:** Austin Independent School District

Mathews Elementary School

O Henry Middle School

Austin High School

**COMMUNITY REGISTRY LIST:**

Austin Independent School District  
Austin Neighborhoods Council  
Friends of Austin Neighborhoods

Homeless Neighborhood Association  
Old West Austin Neighborhood  
Association

Old West Austin Neighborhood Plan  
Contact Team

Preservation Austin  
Shoal Creek Conservancy

AREA CASE HISTORIES:

NUMBER	REQUEST	COMMISSION	CITY COUNCIL
C14-2025-0043 608 Blanco	MF-4-HD-NP to LR-MU-HD-NP	To Grant the staff's recommendation for LR-MU-HD-CO-NP, the following prohibited uses are prohibited: Alternative Financial Sales, Consumer Convenience Services, Consumer Repair Services, Custom Manufacturing, Medical Offices - exceeding 5,000 sq.ft. gross floor area, Medical Offices - not exceeding 5,000 sq.ft. gross floor area, Off-Site Accessory Parking, Pedicab Storage and Dispatch, Restaurant (General), Restaurant (Limited), Service Station (June 10, 2025)	Approved LR-MU-HD-CO-NP, with the additional following prohibited uses; Community Events, Community Garden, Community Recreation (Private), Community Recreation (Public), Hospital Services (Limited), Pet Services, Plant Nursery, Printing And Publishing, Private Primary Educational Facilities, Private Secondary Educational Facilities, Safety Services, Theater, Urban Farm (July 24, 2025)
C14-2025-0003 6th & Walsh	CS-MU-CO-NP and CS-MU-V-CO-NP to LI-PDA-NP (as amended)	To Grant LI-PDA-NP with community recreation added as a conditional use (July 8, 2025)	Approved LI-PDA-NP with additional conditions listed in the motion sheet from CM Qadri. (July 24, 2025)
C14-2022-0084 705 Brownlee Circle Rezone	SF-3-NP to MF-3-NP	To Grant MF-3-NP (January 10, 2023)	Approved MF-3-NP as Planning Commission Recommended (February 9, 2023)

RELATED CASES:

C14-2007-0237: Old West Austin Neighborhood Planning Area Vertical Mixed Use Zonings

C14-02-0112: Old West Austin Neighborhood Plan Combining District

ADDITIONAL STAFF COMMENTS:

Comprehensive Planning:

The initiation, termination or amending of a Restrictive Covenant is not under the purview of the policies of the Imagine Austin Comprehensive Plan and therefore an Imagine Austin compliance report has not been provided for this case.

Drainage:

The developer is required to submit a pre- and post-development drainage analysis at the subdivision and site plan stage of the development process. The City's Land Development Code and Drainage Criteria Manual require that the Applicant demonstrate through engineering analysis that the proposed development will have no identifiable adverse impact on surrounding properties.

Environmental: No Comments.

Fire: No Comments.

PARD – Planning & Design Review:

Parkland dedication fees may apply to any future site or subdivision applications resulting from this removal of this restrictive covenant. FYI, as of January 1, 2024, new commercial, non-residential uses are not subject to parkland dedication requirements at the time of site plan and subdivision.

Site Plan:

Site plans will be required for any new development except for residential only project with up to 4 units.

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

This site lies within/is bisected by the Mopac Bridge - SDCC Capitol View Corridor. A height analysis will be required with site plan submittal.

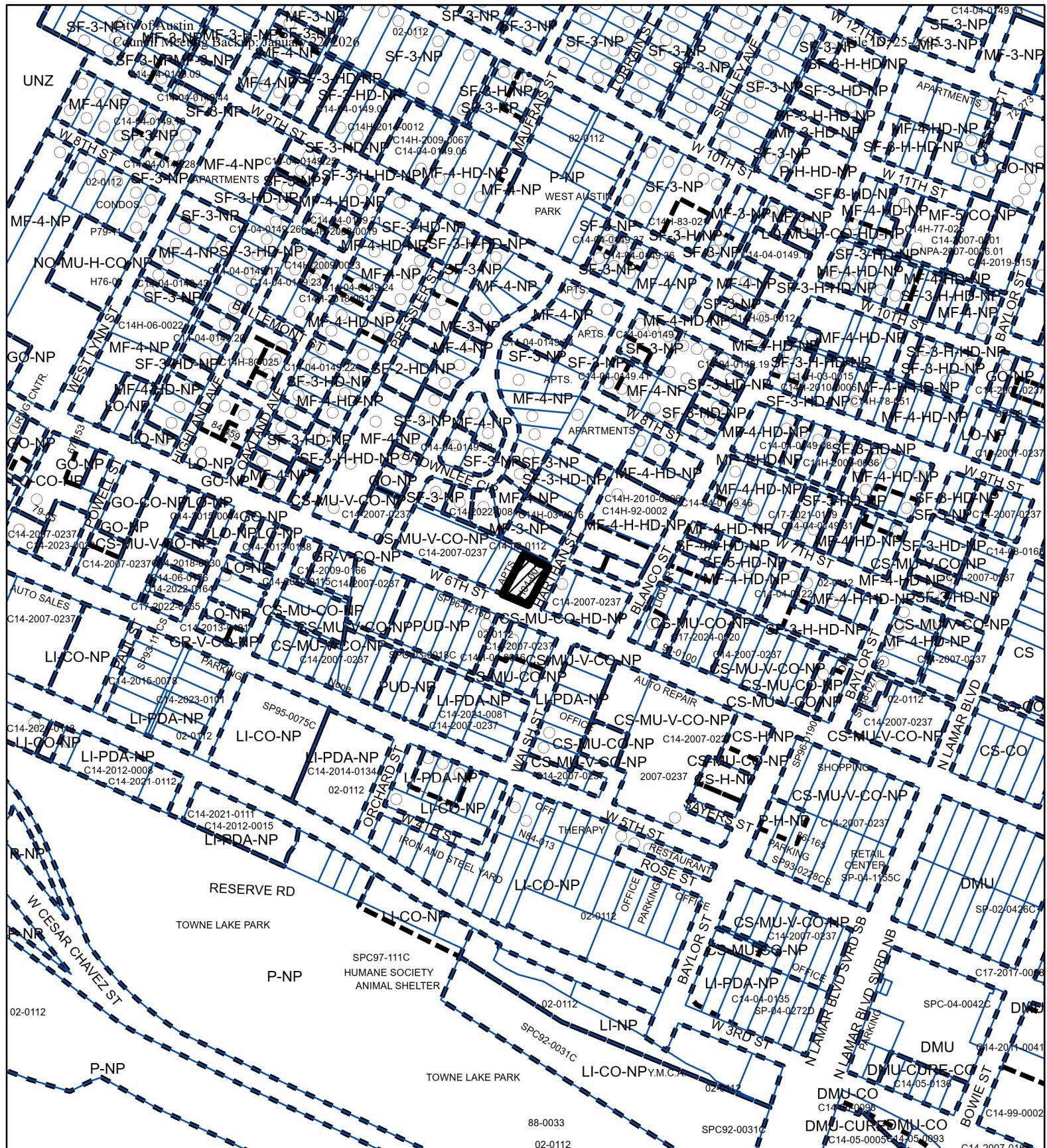
Austin Transportation Department – Engineering Review:

TPW has no objections to the requested Restrictive Covenant termination.

Austin Water Utility: No Comments.

**INDEX OF EXHIBITS AND ATTACHMENTS TO FOLLOW:**

- A. Zoning Map
- B. Aerial Map
- C. Applicant's Summary Letter
- D. Public Restrictive Covenant



SUBJECT TRACT

PENDING CASE

ZONING BOUNDARY

0 200 400 Feet

## Restrictive Covenant Termination

ZONING CASE#: C14-2025-0098(RCT)

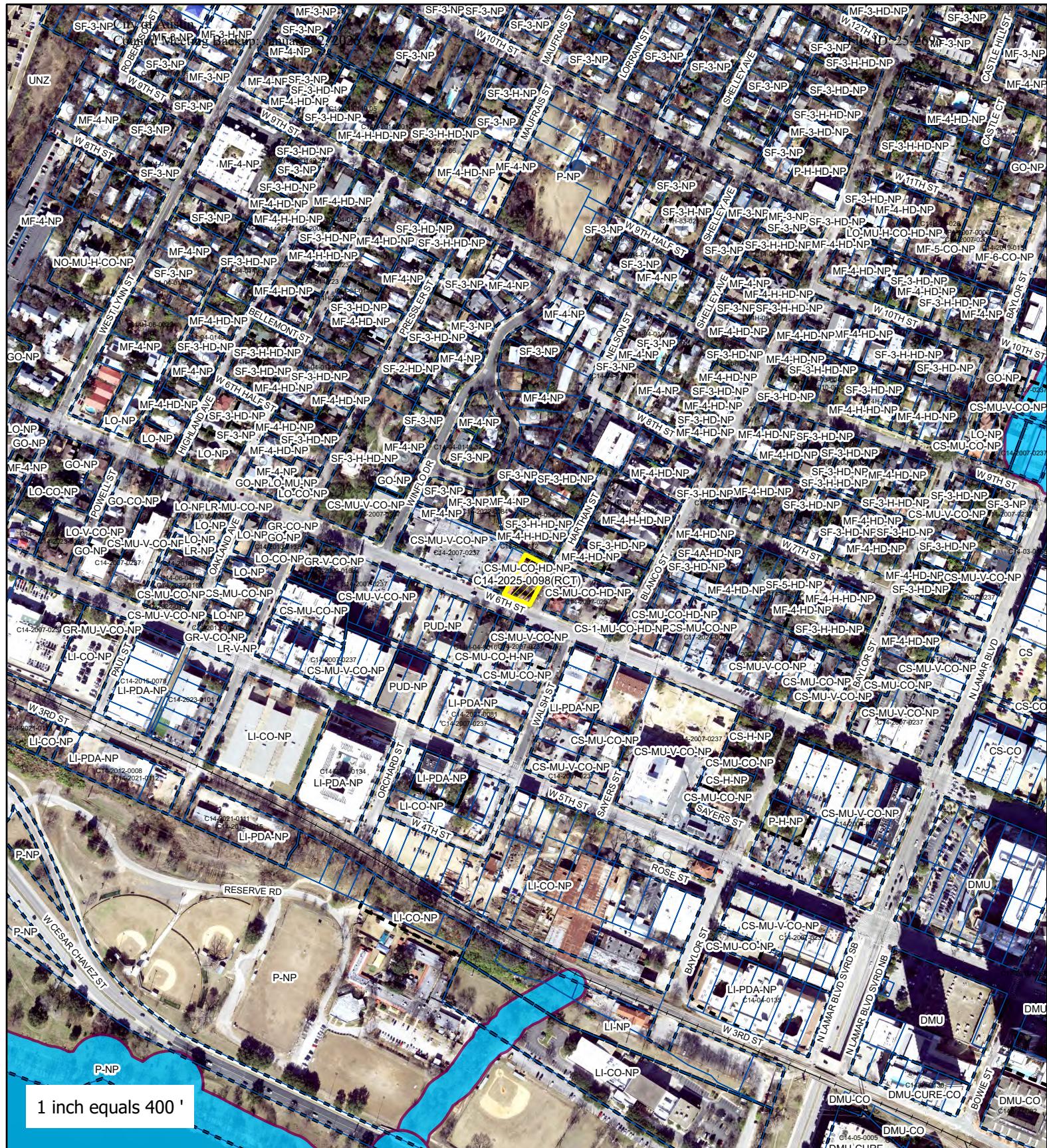
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

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



Created: 10/13/2025

Exhibit A



- SUBJECT TRACT
- ZONING BOUNDARY
- PENDING CASE
- CREEK BUFFER

ZONING CASE#: C14-2025-0098(RCT)  
 LOCATION: 600 Harthan St  
 SUBJECT AREA: 0.2813 Acres  
 MANAGER: Cynthia Hadri



## ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300  
AUSTIN, TEXAS 78701-2744  
512-435-2300

FACSIMILE 512-435-2360

Richard Suttle  
(512) 435-2310  
rsuttle@abaustin.com

September 9, 2025

Lauren Middleton-Pratt, Director  
Planning Department  
City of Austin  
1000 E. 11th Street, Suite 200  
Austin, Texas 78702

Re: Restrictive Covenant Termination Application for 600 Harthan Street in Austin, Travis County, Texas (TCAD Parcel No. 0108031539) (the "Application")

Dear Ms. Middleton-Pratt:

This Application is submitted to terminate the restrictive covenant recorded in Volume 8596, Page 366 (the "Restrictive Covenant") of the Official Public Records of Travis County, Texas on May 15, 1984. The Restrictive Covenant encumbers the entire property and limits the ability to redevelop. The property was originally a two lot subdivision in 1910 under Volume 2, Page 210 for Lots 3 and 4 Taylor-Smith Subdivision. In 2018 the plat was amended which reconfigured the property into a single lot subdivision in Document No. 201800173 for Lot A Amended Plat of Lots 3 & 4 Taylor-Smith Subdivision. The Restrictive Covenant limited where improvements could be made within a certain proximity of a shared boundary line that no longer exists. Since the Restrictive Covenant no longer serves a purpose for new development we are asking that the City agree to terminate it.

ARMBRUST & BROWN, PLLC  
Page 2

Thank you in advance for your time and consideration of this restrictive covenant termination request. If you have any questions or need additional information, please do not hesitate to contact me at (512) 435-2310.

Very truly yours,

**ARMBRUST & BROWN, PLLC**

Richard T. Suttle, Jr.

cc: Joi Harden, Housing and Planning Department  
Jewels Cain, Armbrust and Brown, PLLC

9.00

THE STATE OF TEXAS 84<sup>25</sup> 2279 \$ 9.00  
COUNTY OF TRAVIS \$ \$

3-71-1703

WHEREAS, Charles E. Marsh (hereinafter referred to as "the Owner") of Travis County, Texas, is the owner of the following described property, to-wit:

Lot 3, Taylor-Smith Subdivision of the West 1/2 of Lot 1, in Outlot 3, Division 2 of the City of Austin, Travis County, Texas, according to the plat of said subdivision of record in Volume 2, Page 210 of the Plat Records of Travis County, Texas (hereinafter referred to as the "Restricted Lot").

WHEREAS, the Owner is also the owner of the following described property, to-wit:

Lot 4, Taylor-Smith Subdivision of the West 1/2 of Lot 1, in Outlot 3, Division 2 of the City of Austin, Travis County, Texas, according to the plat of said subdivision of record in Volume 2, Page 210 of the Plat Records of Travis County, Texas (hereinafter referred to as the "Unrestricted Lot").

WHEREAS, the City of Austin and the Owner have agreed that the Restricted Lot should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, the Owner, for and in consideration of the protection of future owners of the Restricted Lot and the Unrestricted Lot and the protection of the public health, safety, and welfare, does hereby agree with respect to the Restricted Lot, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on the Owner, his heirs, executors, administrators, successors and assigns in title, as follows, to-wit:

1. Building Restrictions. No improvement shall be made on the Restricted Lot within six (6) feet of the common boundary of the Restricted Lot and the Unrestricted Lot unless the door and window openings in the improvements on the side of the Unrestricted Lot within three (3) feet of the common boundary between the Unrestricted Lot and the Restricted Lot are closed or are no longer in existence or

DEED

Travis County, Texas

8596 366

3-71-1704

the termination of this restriction pursuant to paragraph 4 of this instrument.

2. Covenants Running with the Land. These provisions are hereby declared to be conditions, restrictions, and covenants running with the land, and shall bind all persons acquiring the Restricted Lot or any portion thereof, whether by descent, devise, purchase, or otherwise, and every person by the acceptance of title to the Restricted Lot or any portion thereof shall thereby agree to abide by and perform fully the foregoing conditions, restrictions, and covenants.

3. Partial Invalidity. Invalidation of any one or part of these conditions, restrictions, or covenants by judgment or court order shall in no way affect any of the others, which shall remain in full force and effect.

4. Duration of the Restrictions. The conditions, restrictions, and covenants herein provided for and adopted shall remain in full force and effect as long as the Unrestricted Lot has the variance from Table 5A of the City of Austin Building Code as it relates to R3 dwellings to permit windows and door openings to be built within three (3) feet of the property line between the Unrestricted Lot and the Restricted Lot, on the Unrestricted Lot, or in the event that the Austin City Council or other governmental authority revises the applicable section of the City of Austin Building Code; provided that after legislative amendment of the applicable section of the City of Austin Building Code, its definition or legal consequences, these restrictions shall continue in full force and effect only if a provision similar to Table 5A as it relates to R3 dwellings is contained in the revision to the City of Austin Building Code and the variance described in this instrument continues in effect.

5. Prosecution of Violations. If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and

3-71-1705

covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

6. Waiver. 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.

7. Modification, Amendment, and Termination. Except as otherwise provided in this Agreement, 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 a majority of the then owners of the Restricted Lot and Unrestricted Lot at the time of such modification, amendment, or termination.

EXECUTED this 15th day of May, 1984.

CATHERINE E. MURPHY

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This form was acknowledged before me by CHARLES E.  
MARSH on May 15, 1984.

My Commission Expires:

Notary Public  
State of Texas

TYPE/PRINT/STAMP NAME

**DEBORA Y. YOUNG**  
Notary Public, State of Texas  
My Commission Expires November 10, 1985

**NOTARY SEAL**

8596 368

FILED

1986 MAY 15 AM 11: 48

Doris L. Thompson  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

371-1706

STATE OF TEXAS  
I, Doris L. Thompson, County Clerk of Travis County, Texas, do hereby certify that this instrument was filed on the  
date and at the time, volume and page of the named RECORDS  
RECORDED in the County Clerk's Office of Travis County, Texas, on  
MAY 15 1986



Doris L. Thompson  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

COUNTY OF TRAVIS  
I, Doris L. Thompson, County Clerk of Travis County, Texas, do hereby certify that this instrument was filed on the  
date and at the time, volume and page of the named RECORDS  
RECORDED in the County Clerk's Office of Travis County, Texas, on  
MAY 15 1986

D

PLEASE RETURN TO:

Philip C. Joseph  
P. O. Box 5008  
Austin, Texas 78763-5008

996 9658

8596 369