

From: [Villalobos, Andrea](#)
To: [Villalobos, Andrea](#)
Subject: FW: [EXTERNAL] Comments to be read aloud - Planning and Zoning Meeting
Date: Tuesday, April 28, 2020 8:57:49 AM

From: Paul Hennington
Sent: Tuesday, April 28, 2020 8:42 AM
To: Planning Info <PlanningInfo@sanmarcostx.gov>
Subject: [EXTERNAL] Comments to be read aloud - Planning and Zoning Meeting

To whom it may concern,

In reference to the Planning and Zoning Meeting tonight (April 28, 2020 at 6pm)

I would like the following read aloud to address both of the following agenda items:

- Agenda Items 9 (ZC-20-07)
- Agenda Item 10 (ZC-20-08)

My name is David Hennington. I live at 4 Cow Trail, San Marcos TX which is adjacent to the subject properties considered in this hearing.

I would like it to be known that these properties were originally all part of a 202 acre tract until a developer subdivided the property.

The developer put it in deed restrictions to limit the use of the land. This was filed with the Hays County Clerk on September 9th, 1999. I have attached a copy of the filing.

Some key points are as follows:

- All tracts shall be known and described as residential tracts and shall be used for residential purposes only.
- Double wide manufactured homes are permitted, but single wide manufactured homes are not allowed
- No tract shall be subdivided in a tract smaller than 5 acres
- These restrictions are originally effective for a term of 20 years from date of filing which occurred on September 9th, 1999.
- These deed restrictions shall be automatically extended for successive periods of 10 years.
- These deed restrictions may only be amended during the last year of such a 10 year period by an instrument signed by not less than 75% of the Tract owners.

I would like it known that I am contesting the proposed land use and zoning change. I believe that the deed restrictions are active and defensible against the proposed changes.

Two additional points to consider:

- Drainage: These properties drain runoff into a small creek that eventually runs through a culvert under Highway 21. It is already not unusual for heavy rains to cause flooding of the parcels near Cow Trail and 21. If they add more impervious ground cover (roads and parking), It could be catastrophic to those home owners unless a substantial civil engineering effort is conducted.
- Wildlife: The subject property is home to a wide variety of Birds, Reptiles, and Mammal species. Additionally, wild bees and other insects provide pollination for the surrounding agricultural properties. Commercial or dense residential development would have an ecological impact.

Thank you for the opportunity share these statements

Paul Hennington
4 Cow Trail
San Marcos, TX
(512) 632-7475

CAUTION: This email is from an EXTERNAL source. Links or attachments may be dangerous. Click the Phish Alert button above if you think this email is malicious .

This Deed is subject to the following covenants, conditions and restrictions:

1. All tracts shall be known and described as residential tracts and shall be used for residential purposes only. The premises shall not be stocked with any livestock in such numbers as to require heavy supplemental feeding thereby creating a nuisance. No fowls or animals shall be kept on the premises in such numbers or in such a manner as may be or may become a nuisance. No noxious, obnoxious or offensive activities of any kind shall be carried on or permitted on any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. No residence shall be erected, placed or permitted to remain on any Tract other than a detached single-family dwelling. A detached single-family dwelling shall consist of only one home, manufactured house or residence not to exceed two (2) stories in height.

A. Permanent Homes.

(1.) Each permanent site-built home and buildings shall be of new construction. Each home shall contain a minimum of 1,100 square feet of living area, exclusive of garages, carports, and porches.

(2.) The exterior of each permanent site-built home shall be complete within six (6) months of beginning construction.

B. Manufactured Homes.

(1.) All manufactured housing shall be double wide homes, no single wide manufactured homes will be allowed.

(2.) All manufactured homes must be skirted within thirty (30) days after placement on property with masonry or plaster.

(3.) Notwithstanding any other restrictions or limitations contained in this Section to the contrary, all manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

(4.) No manufactured home of less than 1,100 square feet shall be allowed.

(5.) All manufactured homes shall be of new construction.

(6.) Roof surfaces shall be clear of weights, anchors, and/or other objects that may be placed thereon. Tires and other unsightly objects that may be placed on roofs are explicitly prohibited.

3. No detached single-family dwelling shall be located nearer than fifty (50) feet to a street line, nor nearer than fifty (50) feet to an interior property line, whether an original line or a subdividing line. For purposes of this restriction, eaves, steps and open porches shall not be considered as a part of a dwelling; however, this shall not be construed to permit any portion of a dwelling to encroach upon another Tract. If two or more tracts are combined as a single homesite then there shall be no setback or interior common lot lines.

4. No basement, tent, or other structure of a temporary nature, shack, barn, garage, or other outbuilding of whatever kind or nature, whether attached or detached, shall at any time be used on any Tract as a residence either temporarily or permanently.

5. No abandoned automobiles, trucks, or any other unsightly property or junk shall ever be kept, stored or placed on a Tract. All automobiles, trucks, vehicles, boats and recreation motor homes shall bear current license and motor vehicle inspection stickers.

6. No pets shall run loose. Pets shall be contained by fencing capable of containing such pet. Each pet must wear an identity collar identifying its owner as well as certification of current vaccination as required by law.

7. All trash shall be disposed of weekly. No Tract shall be used as a dumping ground for rubbish, trash or lawn clippings, and no garbage or other waste shall be kept except in sanitary containers. The premises and improvements thereon shall be maintained in a neat and orderly manner.

8. All mail boxes shall be of type and design and placed in a location approved by the U.S.

Postmaster.

9. No Tract shall be subdivided in a tract smaller than 5.01 acres herein.
10. All anchoring devices, electrical, plumbing and telephone equipment and septic systems shall be installed in accordance with applicable Federal, State of Texas and local laws and ordinances.
11. Arches, awnings, carports, garages, porches, steps, storage building, etc. shall be erected permanently and be of sound construction; compatible in appearance with the dwelling. Fences shall be designed and erected in such a way as to be harmonious with the character of the property. Abandoned signs, rusty roofing metal and/or like materials shall not be used for fencing. No fence shall exceed six (6) feet in height.
12. Grantor, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the Deed Restrictions. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
13. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
14. The covenants, conditions and restrictions of this Deed shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Grantor or the Owner of any Tract subject to these Deed Restrictions, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Tract Owners; during any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the Tract Owners. No amendment shall be effective until recorded in the Official Records of Hays County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

ORIGINAL DOCUMENT MUST BE
PRESENTED FOR RECORDING

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

EXHIBIT "C" *Lee Carlisle*
9-9-99 03:41 PM 9921612
ROSE \$21.00
LEE CARLISLE, County Clerk
HAYS COUNTY

7

WZ *NA*

L.L.