



Notice of Zoning Board of Adjustment Meeting

Notice is hereby given of a **regular meeting of the Zoning Board of Adjustments to be held via teleconference** on Thursday, May 28, 2020 beginning at 5:30 p.m. in the **Municipal Building** located at 3800 University Blvd., West University Place, Texas.

Due to the COVID-19 Disaster and CDC'S recommendation regarding social distancing measures, the public will not be allowed to be physically present at this meeting. Zoning Board of Adjustments will be meeting via teleconference and will be audible to members of the public and allow for two-way communications for those desiring to participate. **To attend the meeting via telephonic means**, please use the following toll-free number: **1-844-648-1102**. **Meeting ID: 399-438-939** or follow link to <https://www.join.me/westumeeting>

Any person interested in speaking on any item on the agenda must submit his/her request via email to the Building Official at cchew@westutx.gov. The request must include the speaker's name, address, the phone number that will be for the call (in order to identify you) and the agenda number and **must** be received prior to the posted time of the meeting.

The agenda packet is accessible to the public on the City's website. After the meeting, a recording of this meeting will be made available to the public.

Note: The Commission reserves the right to convene in a closed session for any agenda item if the need arises pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The subject(s) of the meeting are as follows:

Call to order

1. **Notices, Rules, Etc.** Matters relating to notices, rules and meeting procedures, identifying parties, swearing of witnesses, etc.
2. **Docket No. 2020-0002, regarding property at 6429 Virginia Ct/6430 Mercer St, West University Place, Texas 77005 (Special Exception).**
 - a. Public hearing regarding a Special exception as authorized by Section 7-101, Table 7-4a as authorized by Note 1 to allow a front facing garage to be at the front building line and allow more than 600 square feet of non-garage space and as authorized by Section 7-101, Table 7-5a, Note 6 to allow a driveway which does not connect to garage space.
 - b. Deliberation, decisions, other activities, etc. regarding the preceding matters.
3. **Meeting Minutes.** Matters relating to the approval of minutes from April 23, 2020.

Anyone with a disability requiring special arrangements to be able to participate in the meeting may contact the person who signs this notice, below, in advance of the meeting, to allow time for arrangements to be made as necessary. The meeting place mentioned above is accessible by wheel chairs by using the





The City of West University Place

A Neighborhood City

sloped ramp located at the west entrance to the municipal building. Specially marked parking spaces are available in the parking lot adjoining University Boulevard.

I CERTIFY THAT THIS NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE WEST UNIVERSITY PLACE ZONING BOARD OF ADJUSTMENT ON MAY 28, 2020 WAS POSTED ON THE MUNICIPAL BUILDING BULLETIN BOARD ON OR BEFORE THE 25TH DAY OF MAY 2020, AT OR BEFORE 5:30 O'CLOCK P.M.

Clay Chew, Building Official, cchew@westutx.gov 713.662.5830



AGENDA

ITEM

#2

To: Zoning Board of Adjustments
From: Clay Chew, Building Official
Date: May 20, 2020
Re: Staff Report for Docket 2020-0002

Applicant's Request

Applicant is requesting a special exception to:

Build a garage accessory building which would contain more than 600 square feet of non-garage space.
Table 7-4a Garage Space – Garage accessory buildings
Place a front facing garage at the front building line instead of 10 feet back from the front building line.
Table 7-4a Garage spaces – Door or opening facing front street line.
Retain a driveway that does not connect to a garage.
Table 7-5a Note 6

Background Information

The original plan was to build a primary structure at 6430 Mercer with a 4 car garage which is not allowed based on the size of the property. (Table 7-4a Garage Space). The applicant decides to join 6430 Mercer with 6429 Virginia Court which would provide enough lot square footage for a 4 car garage. This would make it a garage accessory structure which is limited to 600 square feet of non-garage space.
The existing garage at 6429 Virginia Court will be demolished but the applicant has requested that the driveway remain as is.

Special Exception Request

Applicant is requesting special exceptions for the properties at 6429 Virginia Court and 6430 Mercer.

Table 7-4a limits a garage accessory structure to 600 square feet of non-garage space. Note 1 of Table 7-4a authorizes the ZBA to issue a special exception.

Table 7-4a prohibits a garage door or opening facing a front street line unless the garage door is set back 10 feet or more from the front yard. Note 1 of Table 7-4a authorizes the ZBA to issue a special exception.

Table 7-5a Note 6 requires each driveway to connect garage space to the street by the most direct route. Note 7 of Table 7-5a authorizes the ZBA to issue a special exception.

(b) Special exceptions. The ZBA may not issue or modify a special exception unless all of the following circumstances are present:

- (1) The ZBA has determined that the proposed special exception will not cause any significant increase in on-street parking, will not cause any substantial traffic congestion, will not cause any substantial increase in traffic or an unreasonable burden upon utility systems or upon any other public facility or public service.
- (2) The ZBA has determined that the proposed special exception will be in harmony with the general purpose and intent of this section.
- (3) If the proposed special exception involves a bar, the ZBA has found that the applicant has clearly demonstrated that there is a readiness, willingness and ability to comply with all applicable laws, rules, regulations and ordinances relating to alcoholic beverages.
- (4) The ZBA has made any additional findings and determinations required by a specific provision of this section.
- (5) The special exception has been reduced to writing and includes any conditions prescribed by the ZBA or required by this section for the special exception in question.

(c) *Burden of proof.* The applicant has the burden of presenting evidence to the ZBA and persuading the ZBA that:

- (1) Each circumstance required for a variance or special exception is present; and
- (2) Each required finding and determination is supported by substantial evidence



City of West University Place
APPLICATION TO THE ZONING BOARD OF ADJUSTMENT OF THE
CITY OF WEST UNIVERSITY PLACE, TEXAS ("CITY")

Address of site: 6429 Virginia Ct. / 6430 Mercer St.

Legal description of the site: Lot 3-B, Lot 10-B, Block 26

Applicant: Alexandra + Matthew Doan

Address: 6429 Virginia Ct. Houston, TX 77005

Contact: Alex Doan
Matt Doan

Phone: 713 304 2238
281 734 9872

Fax: /

Email: alexdoan713@gmail.com
m.doan@deeptrend.com

Decision or Action Requested (check one or more and provide requested data):

() Appeal. Hear and decide an appeal from an order, requirement, decision or determination made by the Administrative Official.

Is the official's action in writing? () Yes; () copy is attached. () No, but the action appealed is as follows:

- When was the action taken? Note: Appeals must be filed within a reasonable time. Please explain any delay below:
Exact zoning ordinance section(s) involved:
Grounds for appeal:

(X) Special Exception.

Section 7-101 Table 7-5a parking and driveways note 7
route table 7-5a note 6. @garage space
Each driveway must connect a garage space to the street, requesting a stub driveway

Section 7-101 Table 7-4a
garage space - note 1
Door facing front street
line - set @ building
line
Limit on non-garage space,
Exceed the 600 sq. ft limit.

() Variance.

- Exact zoning ordinance section from which a variance is requested:
Exact wording of variance requested:

Other Data. Are there drawings or other data? () No (X) Yes (list items here and attach them)

- 1. Front Elevation Rendering (Mercer View) - carriage house
2. Back Elevation Rendering - carriage house
3. Rendering of Back of Existing House and Outdoor Kitchen / Patio
4. Photo of Existing House with Easement Driveway (Virginia Ct View)
5. Full Site Plan with Corresponding Renderings + Photos

Attached. The applicant has read the State and City regulations attached.

Signature of applicant: A Doan Date: 3/5/2020

For Staff Use only Date filed: 3/5/2020 Date heard: 3/26/2020 Docket#: 2020-0002

		posts or vertical supports being allowed).	
	Door or opening facing side street line	Prohibited unless: (i) the garage door is set back ten feet or more from the side street line, and (ii) there is only open area above the driveway for at least seven feet inward from the side street line, and (iii) any structure above the driveway (and within ten feet of the side street line) must be cantilevered or suspended from the building (no special posts or vertical supports being allowed).	(May affect eligibility as QMDS. See definitions in Article 2.)
Garage accessory buildings	Limit on non-garage space	Max. 600 sq. ft. GFA in any accessory building containing garage space.	N/A

Note 1. Special Exceptions. The ZBA may issue a special exception for a parking area, garage or driveway in another location or with a different design than prescribed by this table, if it finds that: (i) the other location or design will not unreasonably interfere with available light and air and will not significantly alter access for fire-fighting and similar needs; (ii) the other location or design will prevent the destruction of a qualified tree; (iii) in the case of the remodeling of a principal building, the location requested is the same location as an existing parking area,

7-5A

accessway	See Note 1.	equipment). Other regulations also apply, e.g, fire code.
Driveways and private streets Other regulations apply; see, e.g. Article 10.	Minimum width. See Note 1.	For SFD use: nine ft. For non-SFD residential use: 10 feet, or 17 feet if two-way and serving three or more DU's.
	Maximum width (in front yard or street area) See Note 1.	For SFD use: (i) Driveway serving any single-bay garage: 12 feet. (ii) Driveway in a front yard serving rear garage or side-facing garage: 12 feet. (iii) Driveway in side street area of a corner site serving a side-facing garage with three or more bays: 30 feet; (iv) Any other driveway: 20 feet. For other residential uses: 24 ft. (or 35 feet if connecting to a major thoroughfare). For all other uses: 30 feet (or 35 feet if connecting to a major thoroughfare).
	Maximum length	For non-SFD uses: 160 feet, driving distance to the nearest street area, measured along centerline from farthest end point. A longer driveway is allowed if there is an approved turnaround or second means of egress, or if the drive-way is platted as part of the common area in a QMDS.
	Route, location	See Note 6. N/A
	Spacing	For non-SFD uses: There must be at least 40 feet between the "inside" apron edges (at their narrowest points) of driveways serving the same building site.
Pavement	Required type See Note 4.	For SFD use: Hard-surfaced or pervious pavement required for each required driveway and parking space; twin "ribbons" of pavement are permitted. For all other uses: Reinforced concrete, with curbs and drains required for all vehicular areas. Exceptions: (i) See Table 7-3 (pervious pavement) and Note 4, below. (ii) See Article 10 regarding "overhang."
Markings; wheel stops.	Required type	For non-SFD uses: Parking spaces must be clearly marked on the pavement, and wheel stops are required. See Note 12.
Curb cuts Other regulations apply;	Number	For SFD use: Maximum one per designated building site abutting the street. For non-SFD uses: Maximum one per 50-ft. segment of street line. See Note 5.

regulations apply; see, e.g. Article 10.		5.
	Max. width per 50-ft. segment of street line	Four feet (for aprons) plus the maximum driveway width allowed. Each curb cut must be confined to the part of the street area that directly abuts the building site(s) served. See Note 1.
Visibility triangles	Forbidden structures, plants and other things	See Chapter 82 of the Code of Ordinances.

Note 1. Width measurement methods. Minimum driveway width refers to unobstructed vehicular access path and, for non-SFD use, pavement. Maximum driveway width refers to maximum width of pavement in a front yard or street area, excluding complying curb cut aprons. Maximum curb cut width refers to the width of the driveway plus aprons, measured at the edge of the roadway.

Note 2. Grouped or shared parking. Article 10 also provides for a special exception, in certain circumstances.

Note 3. Parking exclusivity (non-SFD uses). Required parking spaces must be kept open, readily accessible and used for parking only, with no sales, dead storage, display, repair work, dismantling or servicing of any kind. Required guest parking spaces must be kept open and reserved for that use only.

Note 4. Pavement. The ZBA may issue a special exception to allow other materials if it finds that they will provide equal or better durability.

Note 5. Curb cuts. The ZBA may issue a special exception for additional curb cuts. Two curb cuts for circular driveways specifically allowed by Chapter 70 of the Code of Ordinances are not prohibited and do not require a special exception.

Note 6. Route; Alternating Driveways. Each driveway must connect garage space to the street by the most direct route. On narrow sites where alternate side yard areas apply (see "Yards" table), the following special restrictions also apply: (A) there must be a driveway located as nearly as practicable to one side of the site; (B) the side is determined in accordance with the established driveway pattern for the block face in question, if there is such a pattern; and (C) if there is no such pattern, and if there is an adjacent driveway on one adjoining building site but not the other, the driveway must be on the side farthest from the adjoining driveway. Exceptions: (i) this paragraph does not prohibit circular driveways specifically permitted under another ordinance of the City, and (ii) a driveway may be curved or moved away from the most direct route to the extent reasonably necessary to avoid destroying or seriously injuring a tree.

Note 7. Special Exceptions. The ZBA may issue a special exception for a parking area, garage or driveway (or other maneuvering area) in another location or with a different design than prescribed by this ordinance, if it finds that: (i) the other location or design will not unreasonably interfere with available light and air and will not significantly alter access for fire-fighting and

Note 6. Old Stock Housing. The ZBA may issue a special exception to reduce the open area requirement in the rear yard, if the ZBA determines: (i) the reduction is reasonably necessary to preserve or protect old stock housing as it then exists or as it may be proposed to be remodeled or expanded (up to a total gross floor area, for all buildings on the site, that does not exceed the greater of 3,400 square feet or 200% of the gross floor area of all the buildings on the site when the principal building was built, before 1980); and (ii) there will be no substantial adverse impact upon nearby properties.

(Ord. No. 1798, § 1(ex. A), 5-23-2005; Ord. No. 1800, § 1(ex. A), 5-23-2005; Ord. No. 1872, § 1(ex. A), 4-28-2008)

Table 7-4a: Garage space		General Rule: Every building site, garage space and related structure must conform to the applicable regulations shown, by District, in this table. ("N/A" means the rule does not apply.) Exceptions/Special Rules: (1) See special rules noted in table. (2) See Article 9 regarding Planned Development Districts. (3) See Note 1 regarding special exceptions.						
Item	Regulation	SF-1	SF-2	SF-3	TH	GR-1	GR-2	C
Garage space, in general	Garage parking spaces. See Article 10.	Minimum 2.0 per DU (1.0 per DU for old stock housing); each must be enclosed or semi-enclosed and adjoin a driveway. Maximum 1.0 per 2,225 square feet of building site area, not to exceed 4.0.			Minimum 2.0 per DU; each must be enclosed.			
	Minimum garage parking space dimensions	Ten feet wide, 20 feet deep (for each required garage parking space).			12 ft. wide, 25 ft. deep (for each required garage parking space).			
Garage doors or openings	Maneuvering area	See Article 10						
	Door or opening facing front street line.	Prohibited unless: (i) the garage door is set back ten feet or more from the front yard, and (ii) there is only open area above the driveway for at least seven feet inward from the front yard, and (iii) any structure above the driveway (and within ten feet of the front yard) must be cantilevered or suspended from the building (no special			(May affect eligibility as QMDS. See definitions in Article 2.)			

Doan Carriage House Project

6429 Virginia Ct.
Houston, TX 77005

6430 Mercer
Houston, TX 7703

March 4, 2020

Special Exception: Section 7-101 Table 7-4a

Limit on non-garage space in a secondary structure to exceed 600 sq. ft.

Special Circumstances:

1. We have tried to design an aesthetically pleasing structure to match the surrounding neighborhood properties. A smaller structure would look out of place and not proportional.
2. We have a special- needs son (mild autism spectrum disorder) who is currently 15. We anticipate that he may not be ready to live entirely independently as a young adult. Our hope is that this structure might be a good place for him to stay.
3. Our parents are aging and this is a potential space for them if we need them closer.
4. This structure will not be used for rental at all, nor will it be for another family's use.
5. Much of the space will be storage, since Houston does not have basements or usable attic space (heat and humidity make that not a feasible option).

Special Exception: Section 7-101 Table 4-a

Door facing front street line- set at building line (not 10 feet from building line)

Special Circumstances:

1. We are attempting to maximize green space, while providing as much off street parking as available. Having the structure set back ten feet further will necessitate a longer driveway and increased concrete. We feel that neighbors will prefer a shorter driveway, which would allow a more green curb appeal.
2. This allows us to have a nicer green space between the two structures of our property, maximizing potential real estate value (and therefore appraisal value).
3. Aesthetically, it will be better to match the surrounding homes on the block.

Special Exception: Section 7-101 Table 7-5a

Each Driveway must connect a garage space to the street. Requesting a stub driveway.

Special Circumstance:

1. In September of 1991 when the end properties of Virginia Ct. were developed, both the driveways of 6425 Virginia Ct. and 6429 Virginia Ct. were designated easements by The City of West University Place. It was "granted for the purposes of providing access to the City of West University Place and its assignees (including the public) for vehicular backing and turning, general access, and underground utilities....."
2. We must keep this easement in place for multiple purposes, though our garage that is at the end of the existing driveway has sustained great water damage and plans are to demolish it..

001-60-1547

To the extent the property affected by this easement overlaps another easement heretofore or hereafter granted to the City of West University Place or to the public, the rights of said City shall be cumulative and not diminished.

The easements granted herein shall be perpetual, except that the Grantor reserves the right to terminate this easement as it relates to Location No. 1 or Location No. 2, but not both, by taking the following steps, on or before the first anniversary of the date this easement is recorded:

If Grantor desires to terminate this Easement as it relates to Location No. 1, Grantor must have completed the tab turnaround paving and other improvements upon Location No. 2 per City of West University Place requirements, and must sign and obtain the grantee's execution of an instrument releasing this easement with respect to Location No. 1 (which grantee herein agrees to execute promptly upon written request by Grantor if Grantor has satisfied the foregoing requirements), and record such instrument in the Harris County Real Property Records.

If Grantor desires to terminate this easement as it relates to Location No. 2, Grantor must (1) execute and deliver to the City Secretary of the City of West University Place a written notice of termination specifying that Location No. 2 is being terminated (which condition shall be deemed satisfied if Grantor files an affidavit in the Harris County Real Property Records stating that it has complied with this notice requirement), and (2) cause such notice of termination to be recorded in the Real Property Records of Harris County, Texas;

provided, however, this reserved right of termination may not be exercised after such first anniversary. This right of termination may be exercised by Grantor or jointly by its successor(s) in title to Lots 10-A and 10-B out of West University Park (as presently proposed to be replatted by plat entitled "Replat, West University Park, Lots 2-A, 10-A, 10-B, and 11-A, Block 26 and West University Place, The West Half of the South One-Half of Lot 11, Block 26, 4 Residential Lots" in substantially the form as such drawing was approved by the Zoning & Planning Commission of the City of West University Place on April 15, 1991). Once this easement has been terminated with respect to Location No. 1 or Location No. 2, neither Grantor nor his successors in title shall have any further right to terminate or modify this easement as it relates to the remaining Location without the joinder and consent of the City of West University Place.

001-60-1548

This conveyance is made subject to the matters listed on Exhibit B, which is attached hereto and made a part hereof for all purposes, but only to the extent the same are in effect at this time and only to the extent that they relate to the hereinabove described property.

TO HAVE AND TO HOLD the above-described easements, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of West University Place, its successors and assigns forever, subject to the partial termination provisions hereof. And the said Grantor does bind himself and his heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular the said easements unto the said City of West University Place, its successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the partial termination provisions hereof.

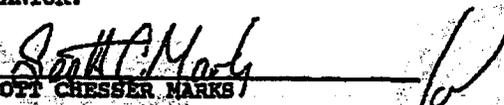
Taxes for the current year are not assumed by the City of West University Place and shall remain the liability of the Grantor. Grantor shall pay said taxes before they become delinquent.

W. Michael Bates joins herein solely for the purpose of agreeing that his lien evidenced by Deed of Trust to Secure Performance dated May 28, 1991, to Jonathan A. Peckham, Trustee, recorded in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. N154312, is hereby reformed so as to permit this deed, and to subordinate his lien to the easements herein described.

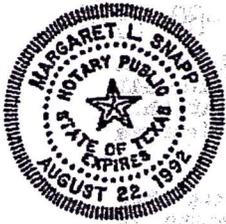
Park National Bank of Houston joins herein solely for the purpose of agreeing that its lien evidenced by Deed of Trust and Security Agreement dated May 28, 1991, to Thomas H. Weed, Trustee, recorded in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. N154310, is hereby reformed so as to permit this deed, and to subordinate its lien to the easements herein described.

EXECUTED this 15th day of August, 1991.

GRANTOR:


SCOTT CRESSER MARKS

001-60-1549



LIENHOLDER:

PARK NATIONAL BANK OF HOUSTON

By: [Signature]
Name: W. Ed. Meekum, Jr.
Title: President

LIENHOLDER:

[Signature]
W. Michael Bates

THE STATE OF TEXAS §
COUNTY OF HARRIS §

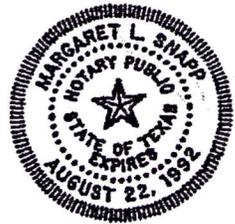
This instrument was acknowledged before me on the 9th day of August, 1991, by SCOTT CHESSER MARKS.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name (printed): MARLA HAVEN JONES
Notary's Commission Expires: 2-4-93

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of August, 1991, by W. Ed. Meekum, Jr., President of PARK NATIONAL BANK OF HOUSTON, a banking association, on behalf of said association.

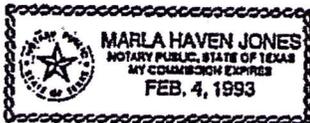


[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name (printed): MARGARET L. SNAPP
Notary's Commission Expires: 8/22/92

001-60-1550

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13TH day of AUGUST, 1991, by W. MICHAEL BATES.



Marla Haven Jones
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name (printed):
MARLA HAVEN JONES
Notary's Commission Expires:
2-4-93

001-60-1551

EXHIBIT "A-1"

TO ACCOMPANY DEED FOR NON-EXCLUSIVE EASEMENT

(SCOTT CHESSEY MARKS, GRANTOR)

METES AND BOUNDS DESCRIPTION
0.0115 ACRES
ACCESS EASEMENT

A DESCRIPTION OF A 0.0115 ACRE TRACT OF LAND SITUATED IN THE A.C. REYNOLDS SURVEY, ABSTRACT 61, HARRIS COUNTY, TEXAS, BEING A PORTION OF LOT 10-A, BLOCK 26, WEST UNIVERSITY PARK, VOLUME 9, PAGE 13, H.C.M.R., SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (WITH BEARINGS BEING BASED ON-THE TEXAS STATE PLANE COORDINATE SYSTEM):

COMMENCING at the intersection of the west Right-of-Way (R.O.W.) line of Mercer Street (50 foot wide) with the south R.O.W. line of Duke Street (50 foot wide), and the northeast corner of Block 26 of in said West University Park subdivision;

THENCE, S 87° 22' 20" W, along the south R.O.W. line of said Duke Street, a distance of 130.25 feet to a point for corner and a common corner for Lots 6-A and 7-A;

THENCE, S 02° 37' 40" E, departing the south R.O.W. line of Duke Street a distance of 300.00 feet to a found 5/8 inch iron rod for common corner of Lots 3-A, 4-B, 9-B and 10-A of said subdivision;

THENCE, S 87° 22' 20" W, a distance of 98.30 feet to THE POINT OF BEGINNING;

THENCE, S 02° 37' 40" E, a distance of 25.00 feet to a point;

THENCE, S 87° 22' 20" W, a distance of 20.00 feet to a point;

THENCE, N 02° 37' 40" W, a distance of 25.00 feet to a point;

THENCE, N 87° 22' 20" E, a distance of 20.00 feet, returning to the POINT OF BEGINNING hereof and containing 0.0115 acres or 500 square feet of land.

001-60-1552

EXHIBIT "A-2"
(Page 1 of 2)

TO ACCOMPANY DEED FOR NON-EXCLUSIVE EASEMENT

(SCOTT CHESSER MARKS, GRANTOR)

METES AND BOUNDS DESCRIPTION
0.0057 ACRES
ACCESS EASEMENT

A DESCRIPTION OF A 0.0057 ACRE TRACT OF LAND SITUATED IN THE A.C. REYNOLDS SURVEY, ABSTRACT 61, HARRIS COUNTY, TEXAS, BEING A PORTION OF LOT 10-A, BLOCK 26, WEST UNIVERSITY PARK, VOLUME 9, PAGE 13, H.C.M.R., SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (WITH BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM):

COMMENCING at the intersection of the west Right-of-Way (R.O.W.) line of Mercer Street (50 foot wide) with the south R.O.W. line of Duke Street (50 foot wide), and the northeast corner of Block 26 of in said West University Park subdivision;

THENCE, S 87° 22' 20" W, along the south R.O.W. line of said Duke Street, a distance of 130.25 feet to a point for corner and a common corner for Lots 6-A and 7-A;

THENCE, S 02° 37' 40" E, departing the south R.O.W. line of Duke Street a distance of 300.00 feet to a found 5/8 inch iron rod for common corner of Lots 3-A, 4-B, 9-B and 10-A of said subdivision;

THENCE, S 87° 22' 20" W, a distance of 118.30 feet to a point;

THENCE, S 02° 37' 40" E, a distance of 37.50 feet to THE POINT OF BEGINNING;

THENCE, N 87° 22' 20" E, a distance of 20.00 feet to a point;

THENCE, S 02° 37' 40" E, a distance of 12.50 feet to a point on the south line of lot 10-A and on the north line of Lot 10-B;

THENCE, S 87° 22' 20" W, along said common lot line a distance of 20.00 feet, to a point;

THENCE, N 02° 37' 40" W, a distance of 12.50 feet RETURNING TO THE POINT OF BEGINNING and containing 0.0057 acres or 250 square feet of land.

001-60-1553

EXHIBIT "A-2"
(Page 2 of 2)

TO ACCOMPANY DEED FOR NON-EXCLUSIVE EASEMENT
(SCOTT CHESSE MARKS, GRANTOR)

METES AND BOUNDS DESCRIPTION
0.0057 ACRES
ACCESS EASEMENT

A DESCRIPTION OF A 0.0057 ACRE TRACT OF LAND SITUATED IN THE A.C. REYNOLDS SURVEY, ABSTRACT 61, HARRIS COUNTY, TEXAS, BEING A PORTION OF LOT 10-B, BLOCK 26, WEST UNIVERSITY PARK, VOLUME 9, PAGE 13, H.C.M.R., SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (WITH BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM):

COMMENCING at the intersection of the west Right-of-Way (R.O.W.) line of Mercer Street (50 foot wide) with the south R.O.W. line of Duke Street (50 foot wide), and the northeast corner of Block 26 of in said West University Park subdivision;

THENCE, S 87° 22' 20" W, along the south R.O.W. line of said Duke Street, a distance of 130.25 feet to a point for corner and a common corner for Lots 6-A and 7-A;

THENCE, S 02° 37' 40" E, departing the south R.O.W. line of Duke Street a distance of 300.00 feet to a found 5/8 inch iron rod for common corner of Lots 3-A, 4-B, 9-B and 10-A of said subdivision;

THENCE, S 87° 22' 20" W, a distance of 118.30 feet to a point;

THENCE, S 02° 37' 40" E, a distance of 50.00 feet to THE POINT OF BEGINNING;

THENCE, N 87° 22' 20" E, a distance of 20.00 feet to a point;

THENCE, S 02° 37' 40" E, a distance of 12.50 feet to a point;

THENCE, S 87° 22' 20" W, a distance of 20.00 feet to a point;

THENCE, N 02° 37' 40" W, a distance of 12.50 feet, returning to the POINT OF BEGINNING hereof and containing 0.0057 acres or 250 square feet of land.

001-60-1554

EXHIBIT "B"

TO ACCOMPANY DEED FOR NON-EXCLUSIVE EASEMENT

(SCOTT CHESSER MARKS, GRANTOR)

Subject to the zoning ordinances now in force in the City of West University Place, Texas

FILED

91 SEP 23 AM 11:21

Quita Rodden
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number _____ Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

SEP 23 1991



Quita Rodden
COUNTY CLERK,
HARRIS COUNTY, TEXAS

AFTER RECORDING:
HOLD FOR
CHARTER TITLE COMPANY
GF 1042000131
Closer: J. Wolf

20090085022
03/02/2009 RP3 \$20.25
Order No. 1042000131

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN
(Vendor's Lien Reserved and Assigned to Third Party Lender)

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:
§

THAT THE UNDERSIGNED, Jack D. Ballard and Ann E. Ballard, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which are hereby fully acknowledged, and the further consideration of the execution and delivery by the Grantee of that one certain promissory note of even date herewith in the principal sum of Four Hundred Seventeen Thousand and 00/100 Dollars(\$417,000.00), payable to the order of Bank of America, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to PRLAP, INC., TRUSTEE, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Matthew W. Doan, herein referred to as "Grantee," whether one or more, the real property as follows:

Lot 10-B, in Block 26 of REPLAT OF WEST UNIVERSITY PARK, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 350062 of the Map Records of Harris County, Texas.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of HARRIS County, Texas.

TO HAVE AND TO HOLD the above described property, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. Bank of America, ("Lender"), at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinabove described Note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED AND ASSIGNED to said Lender, its successors and assigns.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this date: FEB 27, 2009

Handwritten notes on the left margin, including a large '4' and some illegible scribbles.

Handwritten notes on the right margin, including 'Asst', 'see', and a circled 'D'.

Jack D. Ballard

Jack D. Ballard

Ann E. Ballard

Ann E. Ballard

202

ACKNOWLEDGMENT

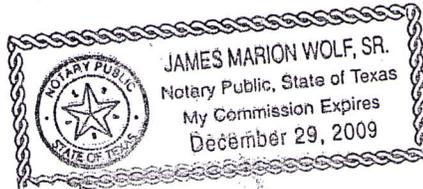
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 2-27-2009, by Jack D. Ballard and Ann E. Ballard.

[Signature]

Notary Name:
State of: Texas
County of: Harris
Expires:



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

MAR - 2 2009



[Signature]

COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS
2009 MAR -2 AM 11:38
FILED

TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY (T-1R)

Issued by **Lawyers Title Insurance Corporation**

**POLICY NO.
O-1042000131**



Lawyers Title Insurance Corporation
Attention: Claims Department
P.O. Box 45023
Jacksonville, FL 32232-5023

OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A – if that land is a one-to-four family residential property or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

This document is title insurance. It is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or take other action if you have a loss resulting from a covered title risk.

Your insurance under this contract is limited by the following:

- Exclusions on page 2.
- Exceptions in Schedule B, page 4.
- Conditions on pages 2 and 5.

We insure you against actual loss resulting from:

- Any title risks covered by this Policy – up to the Policy Amount, and
- Any costs, attorneys' fees and expenses we have to pay under this Policy. We must approve the attorney before the attorney begins to work. You have the right to disapprove our choice of attorney for reasonable cause.

OUR DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in the part or parts of a court case involving a Title Risk covered by this Policy. We will pay the costs, attorneys' fees, and expenses that we incur in that defense. We will not pay for the parts of a case not involving a covered title risk. You may disapprove our choice of attorney for reasonable cause.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions, see page 5.

This Policy is not complete without Schedules A and B.

LAWYERS TITLE INSURANCE CORPORATION

Attest:

Secretary



By:

President

TABLE OF CONTENTS

OWNER'S COVERAGE STATEMENT.....1
 COVERED TITLE RISKS.....2
 OUR DUTY TO DEFEND AGAINST COURT CASES.....1
 SCHEDULE A.....3
 POLICY NUMBER, DATE AND AMOUNT.....3
 1. Name of Insured
 2. Interest in Land Covered
 3. Description of the Land
 SCHEDULE B-EXCEPTIONS.....4
 EXCLUSIONS.....2
 CONDITIONS.....2 and 5
 1. Definitions.....1
 2. Continuation of Coverage.....2
 3. Your Duties If You Make a Claim.....5
 4. Our Choices When You Notify Us of a Claim.....5
 5. Handling a Claim or Court Case.....5
 6. Limitation of Our Liability.....5
 7. Transfer of Your Rights.....5
 8. Arbitration.....5
 9. Entire Contract Provision.....5

COVERED TITLE RISKS

This Policy covers the following title risks subject to the Exceptions (Schedule B, p. 4) and Exclusions (p. 2), if they affect your title to the land on the Policy Date. We do not promise that there are no covered risks. We do insure you if there are covered title risks.

1. Someone else owns an interest in your title.
2. A document is invalid because of improper signature, acknowledgment, delivery, or recording.
3. A document is invalid because of forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Restrictive covenants apply to your title.
5. There is a lien on your title because of:
 - a mortgage or deed of trust,
 - a judgment, tax, or special assessment, or
 - a charge by a homeowner's or condominium association
6. There are liens on your title for labor and material which have their inception before the policy date. However, we will not cover liens for labor and material that you agreed to pay for.
7. Others have rights in your title arising out of leases, contracts or options.
8. Someone else has an easement on your land.
9. You do not have good and indefeasible title.
10. There are other defects in your title.
11. There are other liens or encumbrances on your title.

This Policy also covers the following title risk:

You do not have any legal right of access to and from the land.

EXCLUSIONS

In addition to the Exceptions in Schedule B, we do not insure you against loss, costs, attorney's fees, and expenses resulting from these Exclusions:

1. We do not cover loss caused by the exercise of governmental police power or the enforcement or violation of any law or government regulation. This includes building and zoning ordinances and laws and regulations concerning:
 - (a) Land use
 - b. Improvements on the land
 - c. Land division
 - d. Environmental protection

This exclusion does not apply to notices of violations or notices of enforcement that appear in the public records at Policy Date. However, there may be an Exception in Schedule B.
2. We do not cover the right to take the land by condemning it, unless:
 - a. a notice of exercise of the right appears in the public records on the Policy Date, or
 - b. the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. We do not cover title risks:
 - a. that are created, allowed, or agreed to by you,
 - b. that are known to you, but not to us on the Policy Date unless they appeared in the public records,
 - c. that result in no loss to you, or

- d. that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 6 of the Covered Title Risks.
4. We do not cover the effect of failure to pay value for your title.
5. We do not cover lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A.
 - b. in streets, alleys, or waterways that touch your land.

This exclusion does not limit the access coverage in the Covered Title Risks.
6. We do not cover any claim based upon allegations that your purchase of title (or acquisition of title by gift or otherwise):
 - a. was a fraudulent conveyance, fraudulent transfer, voidable distribution, or voidable dividend;
 - b. should be subordinated or recharacterized as a result of equitable subordination;
 - c. was a preferential transfer unless
 - (1) the company or its issuing agent failed to timely file for record the deed to you after delivery or
 - (2) the recordation of the deed to you is not legal record notice.

(We do cover the two types of claims described in c. (1) and c. (2) above.)
7. We do not cover the refusal of any person to buy, lease or lend money on your land because of unmarketability of the title.
8. We do not cover claims concerning the physical condition of your land or of the access to your land.

CONDITIONS

1. **DEFINITIONS.**
 - a. **Actual Loss.** This is the difference between the value of your land without the covered title risk and the value of your land with the covered title risk. These values are the respective values at the time you must furnish proof of your loss.
 - b. **Document.** A deed or other conveyance of title to you or a prior owner.
 - c. **Easement.** A portion of your land someone else has the right to use for a special purpose.
 - d. **Government Regulation.** Any federal, state, or local law, constitutional provision, regulation, ordinance, or guideline.
 - e. **Land.** The land or condominium unit described in Schedule A and any improvements on the land that are real property.
 - f. **Knowledge or known.** Actual knowledge, not constructive knowledge or notice that may be imputed to an insured by the public records.
 - g. **Mortgage.** A type of lien on the land such as a deed of trust or other security instrument.
 - h. **Public Records.** Those records required by Texas law and maintained by public officials in the county where the property is located that give legal notice of matters affecting your title.
 - i. **Title.** The ownership interest in the land, as shown in Schedule A.
 - j. **We, us or our.** The title insurance company. This is Lawyers Title Insurance Corporation.
 - k. **You, your.** The insured.

2. CONTINUATION OF COVERAGE.

We insure you as long as you:

- a. own your Title,
- b. own a mortgage from anyone who buys your Title, or
- c. are liable for any Title warranties you make.

We insure anyone who receives your title because of your death. We do not insure your transferee or assignee.

3. YOUR DUTIES IF YOU MAKE A CLAIM.

You must follow this process to make a claim:

- a. **You Must Give Us Notice Of Your Claim.**
 If anyone claims a right against your insured title, you must notify us promptly.
 Send the notice to: Lawyers Title Insurance Corporation, National Claims Administration, P.O. Box 45023, Jacksonville, FL 32232-5023, or call 1-800-654-7041 and ask for a claims attorney. If you initially notify us by phone, we recommend that you also notify us in writing. Please include the Policy number shown in Schedule A, and the county where the land is.
 Our obligation to you is reduced or ended if:
 (1) you fail to give prompt notice, and
 (2) your failure affects our ability to dispose of or to defend you against the claim.

Our obligation is reduced only to the extent that your failure affects our ability to dispose of or to defend you against the claim.

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call Lawyers Title Insurance Corporation's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de Lawyers Title Insurance Corporation's para informacion o para someter una queja al:

1-800-654-7041

1-800-654-7041

You may also write to Lawyers Title Insurance Corporation at:

Usted tambien puede escribir a Lawyers Title Insurance Corporation:

**Attention: Claims Department
P.O. Box 45023
Jacksonville, FL 32232-5023**

**Attention: Claims Department
P.O. Box 45023
Jacksonville, FL 32232-5023**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

You may write to the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR POLICY:

UNA ESTE AVISO A SU POLIZA:

This notice is for information only and does not become a part or condition of the attached document.

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

OWNER'S INFORMATION SHEET

<p>Your Title Insurance Policy is a legal contract between you and Lawyers Title Insurance Corporation. This policy is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or to take other action if you have a loss resulting from a covered title risk.</p> <p>It applies only to an improved one-to-four family residential property or condominium unit. If your land is not either of these, contact us immediately.</p>	<p>Su Póliza de Seguro de Título es un contrato legal entre usted y Lawyers Title Insurance Corporation. Esta póliza no es una opinión o reporte en relación a su título de propiedad. Es un contrato de indemnificación, esto es, la promesa de reembolsarle o de tomar cualquier otro tipo de acción si usted sufre una pérdida como resultado de cualquier riesgo cubierto por la póliza. Esta forma de póliza ha sido designada para ser utilizada exclusivamente en los casos de propiedades en las cuales hay construidas viviendas para no más de cuatro familias o en los casos de unidades en condominios. Si su propiedad no es ninguna de las anteriores, por favor, notifíquenos inmediatamente.</p>
--	--

We insure you against certain risks to your land title. We list these risks on page 2. The following limit your coverage:

- Exclusions on page 2.
- Exceptions on Schedule B.
- Conditions on pages 2 and 5.

You should keep the policy even if you transfer the title to your land. If you want to make a claim, see Section 3 under Conditions on pages 2 and 5.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. The Policy – and not this sheet – is the legal document.

YOU SHOULD READ THE POLICY VERY CAREFULLY.

THE TOLL-FREE NUMBER OF LAWYERS TITLE INSURANCE CORPORATION IS 1-800-654-7041. YOU MAY CALL THIS NUMBER TO DISCUSS THIS POLICY OR TO MAKE A COMPLAINT. YOU MAY WRITE TO LAWYERS TITLE INSURANCE CORPORATION AT THE ADDRESS IN SECTION 3 UNDER CONDITIONS ON PAGE 2.

**TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES**

SCHEDULE A

G.F. No. **1042000131**

Policy Number: **O-1042000131**

Issued with Policy No. L-1042000131

Policy Date: **March 2, 2009**

Policy Amount: **\$1,050,000.00**

Premium: **\$5,869.00**

1. Name of insured: **Matthew W. Doan**
2. We insure your interest in the land covered by this Policy is:
Fee Simple
3. Legal Description of land:

Lot 10-B, in Block 26 of REPLAT OF WEST UNIVERSITY PARK, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 350062 of the Map Records of Harris County, Texas.

RH

SCHEDULE B

EXCEPTIONS

We do not cover loss, costs, attorneys' fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Restrictive Covenants recorded under Film Code No. 350062 of the Map Records of Harris County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year **2009**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. **Deed of Trust executed by Matthew W. Doan and Alexandra S. Doan to PRLAP, Inc., Trustee, dated February 27, 2009, filed March 2, 2009, recorded in/under Clerk's File No. 20090085024 of the Real Property Records of Harris County, Texas, securing Bank of America, N.A. in the payment of one note in the principal sum of Four Hundred Seventeen Thousand and 00/100 (\$417,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by a Vendor's Lien retained in Deed, executed by Jack D. Ballard and Ann E. Ballard to Matthew W. Doan, dated February 27, 2009, filed March 2, 2009, recorded in/under Clerk's File No. 20090085022 of the Real Property Records of Harris County, Texas, and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.**

RH

- b. Rights of parties in possession.
- c. Utility easement 5 feet in width along the rear property line, together with an unobstructed aerial easement adjoining thereto 10 feet wide from a plane 16 feet above the ground upward, as shown on the plat recorded under Film Code No. 350062 of the Map Records of Harris County, Texas.
- d. Utility easement 7 feet in width along the front property line, as shown on the plat recorded under Film Code No. 350062 of the Map Records of Harris County, Texas.
- e. Access easement 12.5 feet by 20 feet, located in the northwest corner, as shown on the plat recorded under Film Code No. 350062 of the Map Records of Harris County, Texas.
- f. Any and all unrecorded easements claimed, asserted or used by or through the City of West University Place, or any utility company by agreement with or permission of the City of West University Place.
- g. Building set back line 25 feet in width along the front property line, as shown on the plat recorded under Film Code No. 350062 of the Map Records of Harris County, Texas.
- h. Subject to the zoning ordinances now in force for the City of West University Place, Texas.
- i. Concrete driveway and walk into easement as shown on survey by Steven P. Brister, R.P.L.S. # 4448, dated May 5, 1999.

Charter Title Company

By Roberta L. Haackel
Authorized Countersignature

- b. **You Must Give Us Proof of Your Loss if We Request It.**
You must send to us, if we request, your signed proof of loss within 91 days of our request on a standard form supplied by us. Within 15 days after we receive your notice of claim, we must request a signed proof of loss. If not, we waive our right to require a proof of loss. This waiver will not waive our other rights under the policy. The statement must have the following information to the best of your knowledge:
 - (1) the Covered Title Risks which resulted in your loss,
 - (2) the dollar amount of your loss, and
 - (3) the method you used to compute the amount of your loss.
- c. **You Must Provide Papers We Request.**
We may require you to show us your records, checks, letters, contracts, and other papers that relate to your claim of loss. We may make copies of these papers. If you tell us this information is confidential, we will not disclose it to anyone else unless we reasonably believe the disclosure is necessary to administer the claim.
- d. **You Must Answer Questions Under Oath.**
We may require you to answer questions under oath.
- e. **Effect of Failure to Cooperate.**
Our obligation to you reduces or ends if you fail or refuse to:
 - (1) (a) provide a statement of loss,
 - (b) answer our questions under oath, or
 - (c) show us the papers we request, and
 - (2) your failure or refusal affects our ability to dispose of or to defend you against the claim.

4 OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM.

- a. After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:
 - (1) Pay the claim against your title.
 - (2) Negotiate a settlement.
 - (3) Prosecute or defend a court case related to the claim.
 - (4) Pay you the amount required by this Policy.
 - (5) Take other action under Section 4b.
 - (6) Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time that we are obligated to pay.

We can choose which of these to do.

- b. If you report to us that a covered title risk exists, we will promptly investigate to determine if that covered title risk is valid and not barred by law or statute. A covered title risk is a title risk that this Policy does not exclude or except.

If we conclude that your claim, or any part of your claim, is covered by the policy, we will take one or more of the following actions to the extent that it is covered:

- (1) Institute all necessary legal proceedings to clear the title to the property;
- (2) Indemnify you pursuant to the terms of the policy;
- (3) Issue a new title policy without making exception to the covered title risk. If another insurer issues the new title policy to your purchaser, lender or other transferee without making exception to the covered title risk, we will indemnify the other insurer.
- (4) Secure a release of the covered title risk.
- c. If we deny your claim, or any part of your claim, not more than 15 days after we deny the claim, we will:
 - (1) notify you in writing, and
 - (2) give you the reasons for denial of your claim in writing.

5. HANDLING A CLAIM OR COURT CASE.

You must cooperate with us in handling any claim or court case and give us all relevant information.

We must repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance. When we defend or sue to clear your title, we have a right to choose the attorney. You have the right to disapprove our choice of attorney for reasonable cause. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided. We do not agree that the matter is a covered title risk by defending.

6. LIMITATIONS OF OUR LIABILITY.

Our liability is limited by the following:

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made – whichever is less.
- b. If we remove the claim against your title with reasonable diligence or take other action under this policy after receiving notice of it, we will have no further liability for it.
- c. All payments we make under this policy – except for costs, attorneys' fees and expenses – will be subtracted from your Policy Amount.
- d. If the Covered Title Risk is an easement, we may pay an insured mortgage holder instead of paying you when a written agreement between you and the mortgage holder allows. If the claim involves another Covered Title Risk, we may pay the mortgage holder instead of paying you. The amount paid to the mortgage holder is considered a payment to you under your policy and will be subtracted from your policy amount.
- e. If you do anything to affect any right of recovery or defense you may have, we can subtract from our liability the amount by which you reduced the value of that right or defense. But we must add back to our liability any amount by which our expenses are reduced as a result of your action.

7. TRANSFER OF YOUR RIGHTS.

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights. We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable. With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION

If it is permitted under Texas or federal law, you and we may agree to arbitration when you file a claim. The arbitration may decide any matter in dispute between you and us. Arbitration is one means of alternative dispute resolution. It may lessen the time and cost of claims settlement. You may wish to consider another form of mediation or use the court system. If you choose arbitration, you may give up some discovery rights and your right to sue.

The arbitration award may:

- a. include attorneys' fees if allowed by state law, and/or
- b. be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

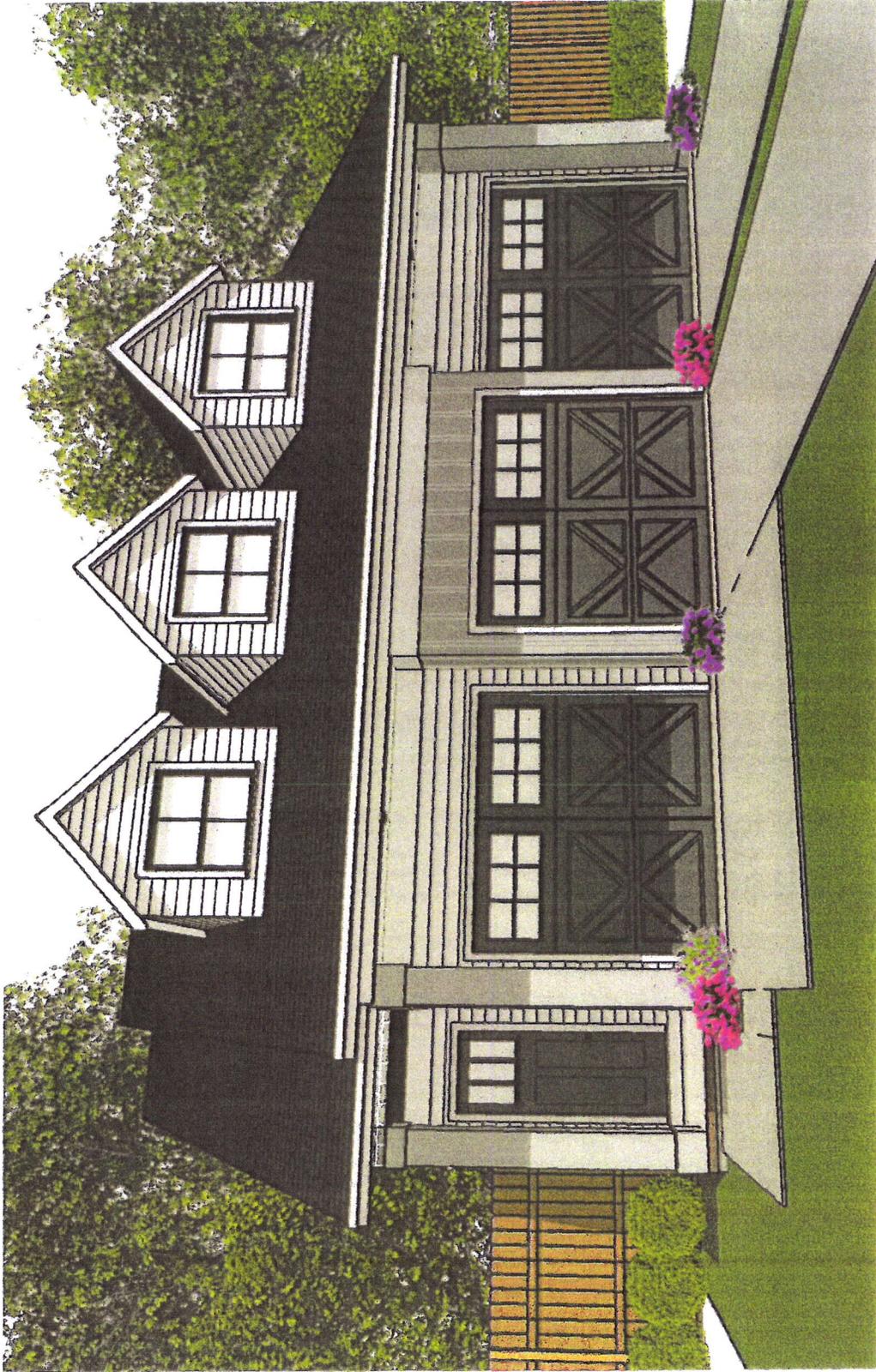
The Law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from us.

9. ENTIRE CONTRACT PROVISION.

This policy and any endorsements we attach are the entire contract between you and us.

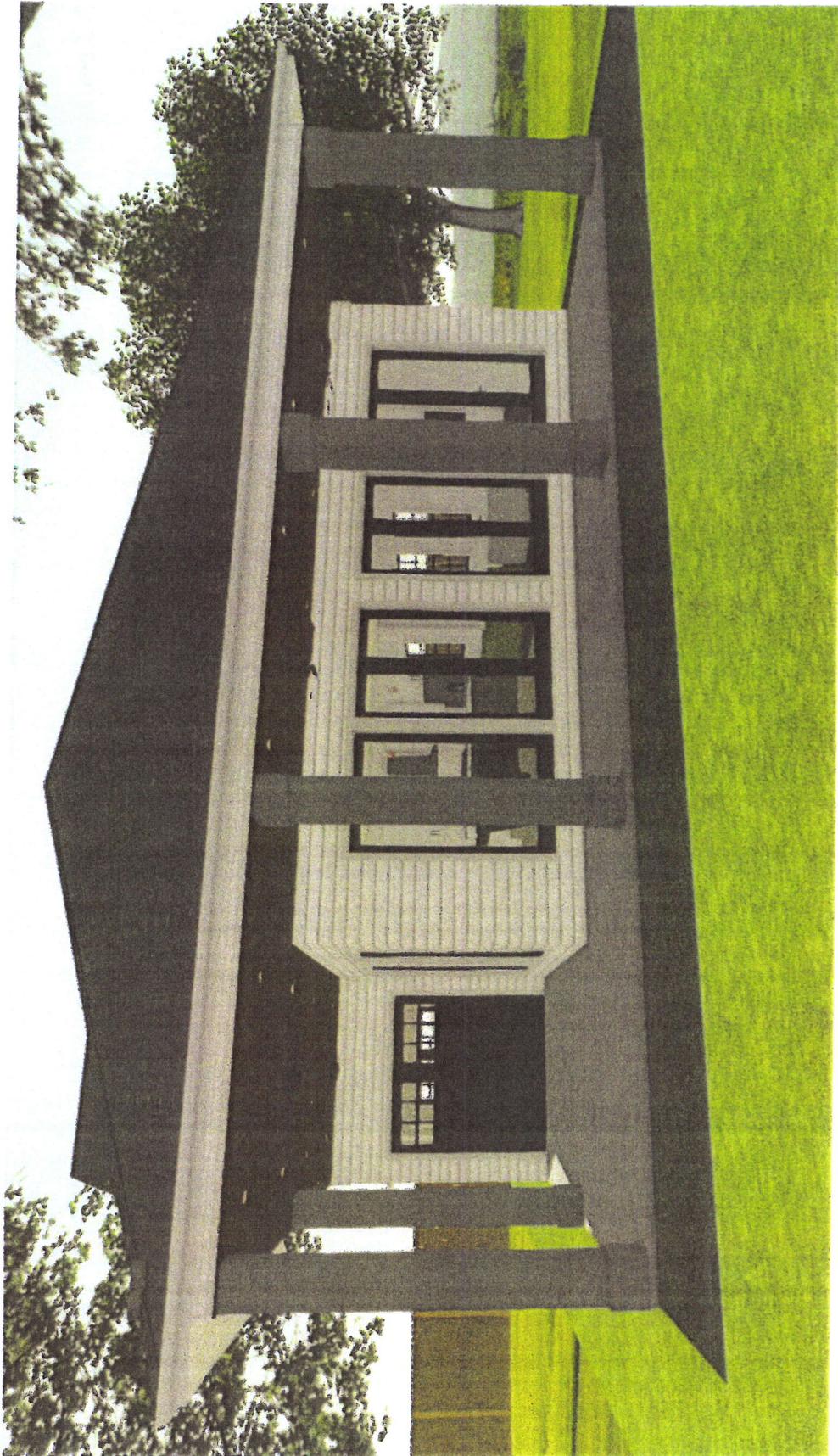
Any claim you make against us must be under this Policy and is subject to its terms.



Doan

6430 Mercer
6429 Virginia Court

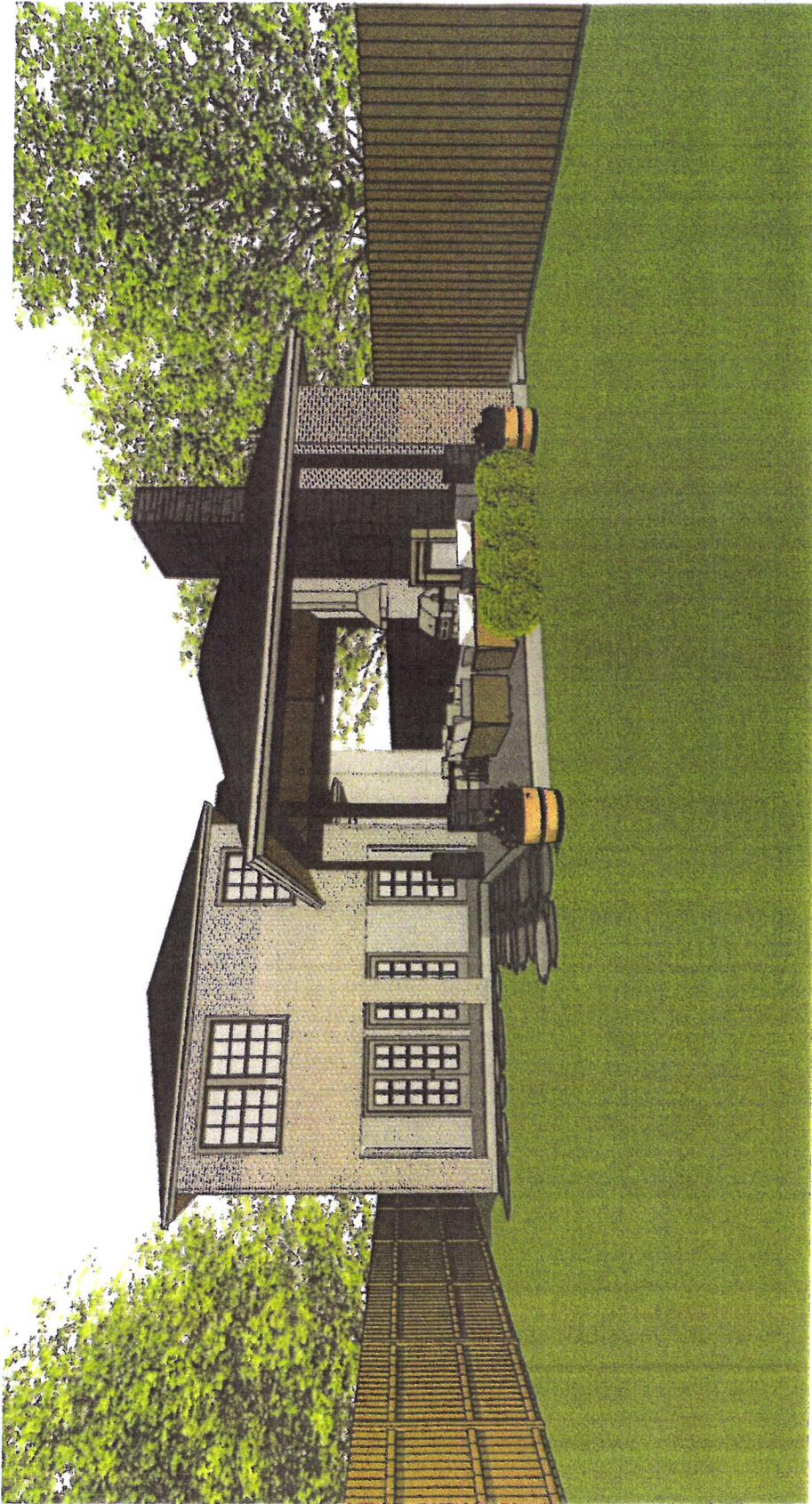
West University Meeting
March 5, 2020



Doan

6430 Mercer
6429 Virginia Court

West University Meeting
March 5, 2020



Doan

6430 Mercer
6429 Virginia Court

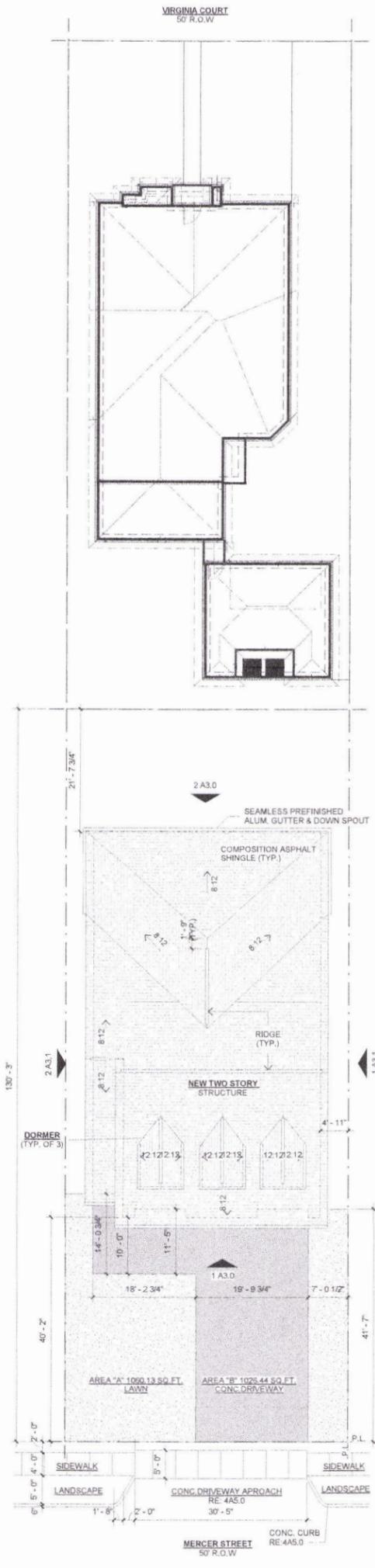
West University Meeting
March 5, 2020



Doan

6430 Mercer
6429 Virginia Court

West University Meeting
March 5, 2020



1 SITE PLAN/ROOF PLAN
 3/32" = 1'-0"
 RE: 4A0.0, 4A5.0



Sheet No.

A1.0

Project No. 1311
 Date 01/27/20
 Drawn: S.A.
 Checked: K.M.

DESCRIPTION DATE

Project:

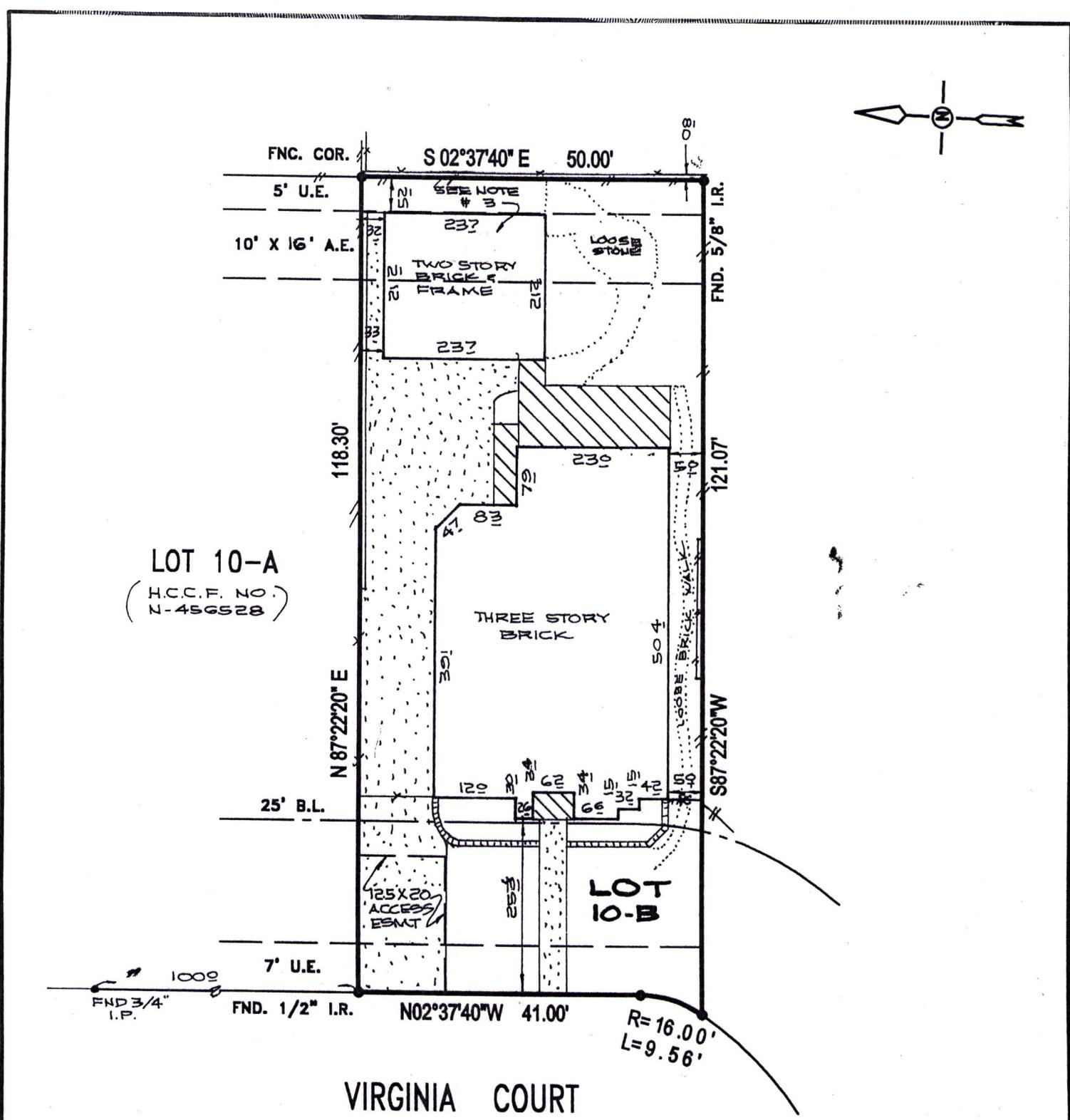
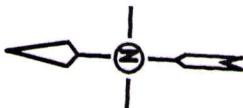
MERCER CARRIAGE
 House

Texas

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 Kamran Mouzoon Architects, P.C.
 Firm Registration Number: 81152



Kamran Mouzoon
 Architects, P.C.
 2434 Robinhood Street
 Suite E
 Houston, Texas 77005
 713 526 4388
 www.kmarch.us



LOT 10-A
 (H.C.C.F. NO. N-456528)

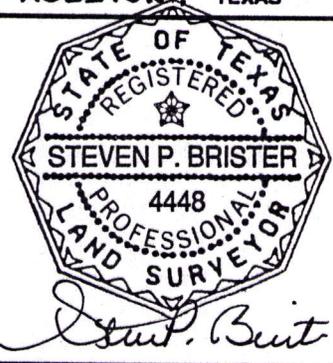
LOT 10-B

VIRGINIA COURT

- NOTES :
- 1.) SURVEY DONE WITHOUT THE BENEFIT OF TITLE REPORT.
 - 2.) SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORDS.
 - 3.) TWO STORY BRICK & FRAME IS NOT WITHIN THE 10' X 16' A.E.

THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY.

LOT: 10-B		BLOCK: 26	SUBDIVISION: REPLAT OF WEST UNIVERSITY PARK	SECTION: -
COUNTY: HARRIS	STATE: TEXAS	RECORDATION: FILM CODE NO. 350062 H.C.M.R.	SURVEY: -	SCALE: 1"=20'
PURCHASER: JACK D. BALLARD AND ANN E. BALLARD		FIELD WORK: 05-04-99/PD	FINAL CHECK: 05-05-99/SB	
ADDRESS: 6429 VIRGINIA COURT, HOUSTON, TEXAS		DRAFTING: 05-05-99/AA	KEY MAP: 532 F	



Steven P. Brister

ALLTEX REALTY SERVICES
 REAL ESTATE SURVEY DIVISION
 9525 KATY FREEWAY, SUITE 420
 HOUSTON, TEXAS, 77024
 TEL : (713) 468-7707
 FAX : (713) 468-8815

I DO HEREBY CERTIFY TO PARTNER'S TITLE CO. THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN.

* SUBJECT PROPERTY IS NOT LOCATED IN A FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA ZONE "X"
 AS PER MAP 480318
 PANEL 0860 J DATED NOV. 08, 1996

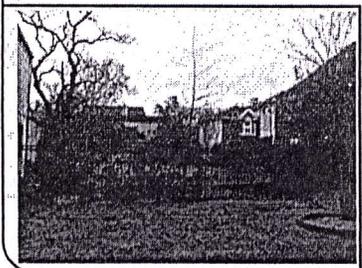
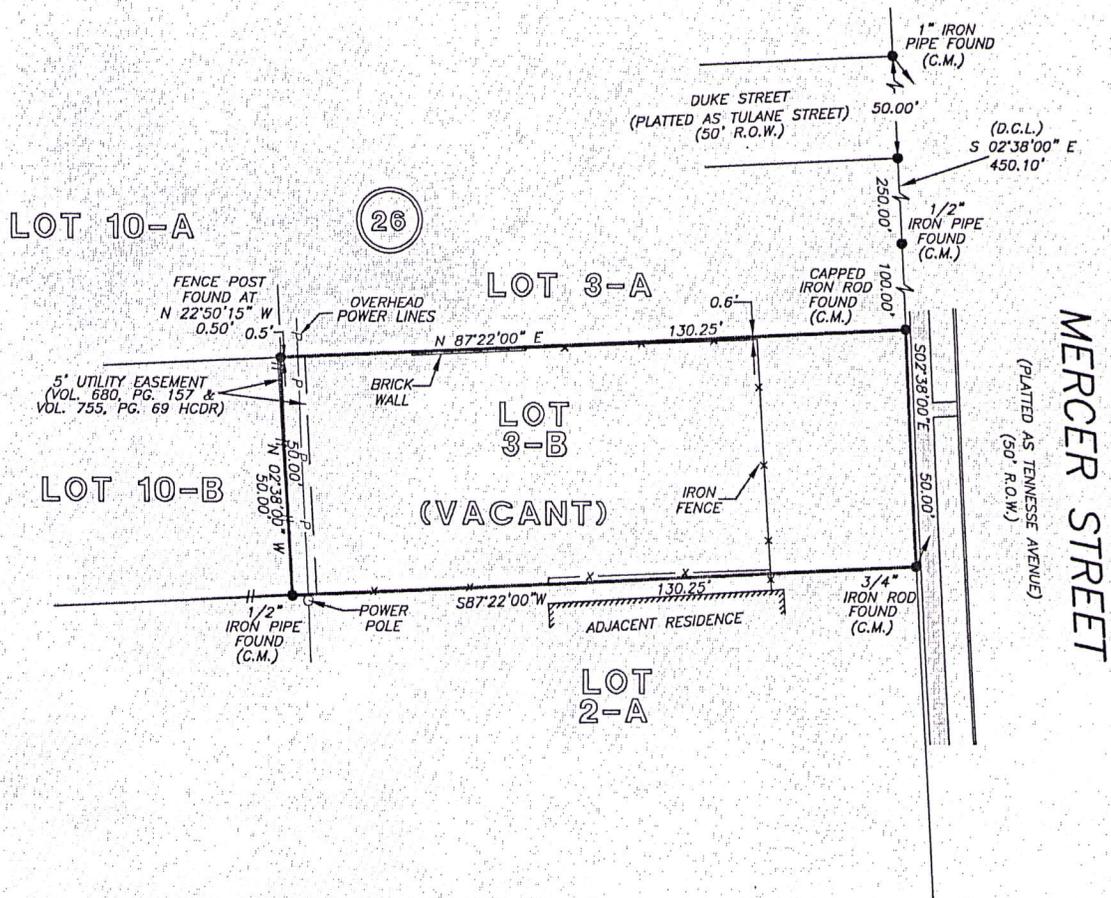
* THIS INFORMATION IS BASED ON GRAPHIC PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

MORT. CO.	PETRIE MORTGAGE
TITLE CO.	
G.F. NO.	-
JOB NO.	99 - 16793
REV. DATE	5-13-99 / NOTE # 3

ADDRESS: 6430 MERCER STREET
 HOUSTON, TEXAS 77005
 ORDERED BY: MATT DOAN

LOT 3-B, BLOCK 26 WEST UNIVERSITY PARK

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
 IN VOLUME 9, PAGE 13 OF THE MAP RECORDS
 OF HARRIS COUNTY, TEXAS



NOTE: MAY BE SUBJECT TO DEED RESTRICTIONS AND/OR ADDITIONAL GOVERNMENTAL BUILDING REQUIREMENTS.
 NOTE: THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT. OTHER EASEMENTS AND/OR BUILDING LINES MAY AFFECT THIS TRACT.

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER FIRM PANEL NO. 48201C 0860 L MAP REVISION: 06/18/07 ZONE X BASED ONLY ON VISUAL EXAMINATION OF MAPS. INACCURACIES OF FEMA MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDY

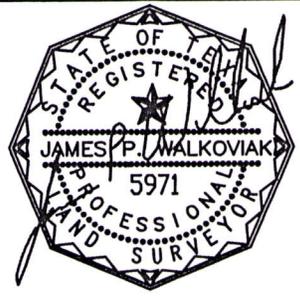
A SUBSURFACE INVESTIGATION WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
 RECORD BEARING: FILM CODE NO. 350062

DRAWN BY: JB

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

JAMES P. WALKOVIAK
 PROFESSIONAL LAND SURVEYOR
 NO. 5971
 JOB NO. 15-02016
 MARCH 16, 2015



PRECISION
 surveyors

1-800-LANDSURVEY
 www.precisionssurveyors.com
 281-496-1586 FAX 281-496-1867 210-829-4941 FAX 210-829-1555
 950 THREADNEEDLE STREET SUITE 150 HOUSTON, TEXAS 77079 1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217
 FIRM NO. 10063700



NOTICE OF ZONING BOARD OF ADJUSTMENT HEARING

The Zoning Board of Adjustment (“ZBA”) of the City of West University Place, Texas (“City”) will hold a public hearing **via teleconference** in the Municipal Building, 3800 University Boulevard, City of West University Place, Texas 77005, during a meeting set to begin at **5:30 p.m. on May 28, 2020**. The hearing may be recessed and continued to a ZBA meeting set to begin at **5:30 p.m. on June 25, 2020**. The purpose of the hearing is to provide an opportunity for all persons to be heard in relation to the following matter:

- Address of the site:** 6429 Virginia Ct. & 6430 Mercer St., Houston, TX 77005
- Legal Description:** Lot 3b & Lot 10b Block 26, West University Place
- Docket Number:** 2020-0002
- Applicant:** Alexandra and Matthew Doan
- Action Requested:**

Request a special exception to 1) allow a front facing garage to be at the front building line, and 2) allow more than 600 square feet of non-garage space. Both exceptions are to Section 7-101 Table 7-4a as authorized by note 1.

Request a special exception to 1) allow a driveway which does not connect to garage space. This exception is to Section 7-101 Table 7-5a note 6.

Additional Details: The applicant is proposing to construct an accessory structure on the adjoining property to the east. The special exceptions are to place the garage at the 30’ front building line instead of setback an additional 10’ from the front building line per the zoning ordinance. The structure will contain approximately 1680 sq. /ft. of non-garage space which exceeds the maximum of 600 sq. /ft. and 1000 sq. /ft. of garage area. The existing garage will be demolished but the applicants are requesting that the existing driveway be retained.

Applicable regulations include the City’s Zoning Ordinance, Code of Ordinances, Chapter 211 of the Texas Local Government Code and the rules of the ZBA. The application is available on the city’s website at www.westutx.gov. Additional details on such matters, as well as the applicable regulations are also available for public inspection in the **Public Works Center, 3826 Amherst**, West University Place, 77005. Any person interested in such matters should attend the hearing.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact the Chief Building Official at 713-662-5830 in advance of the meeting. Reasonable accommodations will be made to assist your participation in the meeting. The Municipal Building is wheel chair accessible from the West and Southwest entrances and specially marked parking spaces are available in the Southwest parking area.

Signed: Clay Chew, for the ZBA posted and mailed on or before May 11, 2020.

cchew@westutx.gov 713-662-5830



DOAN MATTHEW W
6429 VIRGINIA CT
HOUSTON TX 77005

HILLIARD SCOTT C & KARRIE A
6421 MERCER ST
HOUSTON TX 77005-3733

MOSKOSKY JAMES P
MOSKOSKY CAROLINA G
6425 MERCER ST
HOUSTON TX 77005-3733

MAZZIOTTI MARK
6431 MERCER ST
HOUSTON TX 77005-3733

LETSOU GEORGE V & CARTER JANE E
6433 MERCER ST
HOUSTON TX 77005-3733

SHOEBOTHAM JONATHAN B &
KATHERINE M
6437 MERCER ST
HOUSTON TX 77005-3733

GOODWIN CHRISTINA A & WILLIAM H
6441 MERCER ST
HOUSTON TX 77005-3733

NANNA JEFFREY & AMY E
6445 MERCER ST
HOUSTON TX 77005-3733

CURRENT OWNER
6505 MERCER ST
HOUSTON TX 77005-3735

PHILLIPS PAULA
PO BOX 270928
(C/O 6440 SEWANEE AVE)
HOUSTON TX 77277-0928

BERKMAN ERIC F & ABIGAIL
6436 SEWANEE AVE
HOUSTON TX 77005

LEPPARD STEVEN A & MICHELLE C
6426 SEWANEE AVE
HOUSTON TX 77005

PAPETTI CHRISTIAN RYAN & KATRINA
KLEIN
6422 SEWANEE AVE
HOUSTON TX 77005-3760

DAHAN CHRISTOPHER & EMILIE
6420 SEWANEE AVE
HOUSTON TX 77005-3760

WILEY PHILLIPA R
6416 SEWANEE AVE
HOUSTON TX 77005-3760

ATLAS SHERRI
6402 MERCER ST
HOUSTON TX 77005-3734

CURRENT OWNER
6406 MERCER ST
HOUSTON TX 77005-3734

MOLONY DONALD A & MYA SCHIESS
6410 MERCER ST
HOUSTON TX 77005-3734

SOLBERG GEIR & RASHMA
6414 MERCER ST
HOUSTON TX 77005-3734

GOODWIN BRANDON & PAIGE S
6418 MERCER ST
HOUSTON TX 77005-3734

FORD BRENT J & JOY L
6422 MERCER ST
HOUSTON TX 77005-3734

RIBEIRO ROBERTO P &
SILVA AMANDA K
6424 MERCER ST
HOUSTON TX 77005-3734

ASHCROFT ANDREW
6434 MERCER ST
HOUSTON TX 77005-3734

CHOYCE KENNETH T & MARY C
6438 MERCER ST
HOUSTON TX 77005-3734

COX CHRISTOPHER & KERRY H
6444 MERCER ST
HOUSTON TX 77005-3734

MALIK BANISIRI, BASUDEB,
KRIISHNADEB, JOYDEEP
6502 MERCER ST
HOUSTON TX 77005-3736

OWNBY BARBARA
6632 MERCER ST
(C/O 3615 PITTSBURG)
HOUSTON TX 77005-3738

PLATT HARDIN INC
PO BOX 271473
(C/O 3619 PITTSBURG)
HOUSTON TX 77277-1473

LAYNE STEPHANIE N & ELIOT R
3612 PITTSBURG
HOUSTON TX 77005-3746

WANNEMACHER JESSICA P
BREITBEIL KENNETH R
3626 PITTSBURG ST
HOUSTON TX 77005-3746

ROSAS ALEJANDRO L & LYNN
6433 VIRGINIA CT
HOUSTON TX 77005-3763

BOYLE KEVIN S SR & ELIZABETH
6425 VIRGINIA CT
HOUSTON TX 77005-3763

ARNOLD ALAN C & MIRIAM C
6421 VIRGINIA CT
HOUSTON TX 77005-3763

CURRENT OWNER
6417 VIRGINIA CT
HOUSTON TX 77005-3763

MCMURRAY CHRISTIAN D &
KATHRYN M
6413 VIRGINIA CT
HOUSTON TX 77005-3763

HOEPNER RACHEL A
6409 VIRGINIA CT
HOUSTON TX 77005-3763

SCOTT ROBERT PHILLIP JR
BICKLEY SUSAN L
6401 VIRGINIA CT
HOUSTON TX 77005-3763

OLIVE MATILDE C
PO BOX 6890
(C/O 6403 MERCER)
HOUSTON TX 77265-6890

LITTLE JUDITHE & LESLIE
6411 MERCER ST
HOUSTON TX 77005-3733

BLAIR JANET ANN
BOU CHEBEL SABA SALIM
6415 MERCER ST
HOUSTON TX 77005-3733

SCARBROUGH MARK J & VALORIE
2617C W HOLCOMBE BLVD APT 272
HOUSTON TX 77025

Clay Chew

From: Andrew Ashcroft <ashcroft@wolvarene.com>
Sent: Wednesday, March 4, 2020 8:56 PM
To: Clay Chew
Subject: 6430 Mercer

To whom it may concern,

We are writing a note in support of our neighbors Matt and Alex Doan who reside at 6429 Virginia Court and also own the vacant lot at 6430 Mercer.

Matt and Alex are wonderful neighbors and they have shared their plans and reasons for wanting to build a separate structure on the lot that backs onto their primary residence. We appreciate that they will be keeping a significant amount of green space as the structure will be taking up a fraction of the lot. We believe the carriage house look and feel will blend into the neighborhood.

Regards,

Andrew & Annie Ashcroft

6434 Mercer St, Houston, TX 77005
C: 347-463-8160

Clay Chew

From: Kevin S. Boyle, Sr. <ksbsr@me.com>
Sent: Wednesday, March 4, 2020 9:30 PM
To: Clay Chew
Subject: Support of Doan's Variance

Dear Clay,

We are Kevin & Elizabeth Boyle, living at 6425 Virginia Ct. As the immediate next door neighbors to the Doan's, I can attest to them being law abiding citizens and good neighbors.

Their desire to build a carriage house and garage on the lot facing Mercer is a great idea. Parking is congested on both Mercer and Virginia Ct, especially towards the end where we are. The immediate front of their house is on the dead end and doesn't permit convenient on street parking.

As they have two adults and two children approaching driving age, four cars on the street would be problematic. Their solution of a garage and air conditioned space adequate for an aging parent or grown child is commendable. The designs are "WestU" quality and would blend well with the neighborhood.

As a former council member and 11 year resident of this city, I know the concerns with air conditioned space above detached garages. as this is on a second lot and fitting with the neighborhood, and not for rental purposes, I support the variance sought.

Best regards,

Kevin & Elizabeth Boyle

Clay Chew

From: Rachel Hoepner Gilman <rachel.a.gilman@googlemail.com>
Sent: Tuesday, March 3, 2020 3:05 PM
To: Clay Chew
Subject: Doan Variance Request | Virginia Ct./Mercer Carriage House

Mr. Chew -

I am writing to you in support of the Doan's Variance Request for the Carriage House that they would like to build on their lot that faces Mercer Street.

I am a homeowner on Virginia Court, since 2012, and have known Alex Doan since 1989, when we went to college together.

The Doan's have openly shared their design plans with us, seeking feedback from neighbors, and I believe that their plans are very thoughtfully done and will achieve:

1. A lovely building facing Mercer with a "house like" look.
2. "Tie" the Virginia Ct residents more to Mercer residents, as the Doans are very friendly and I know that they will be more interactive with Mercer residents due to them entering and existing on Mercer now (which is how residents in West U often interact due to our small lots)
3. Increased off-street parking
 - * They will have ample off-street parking for their family of 4, so will not impact Mercer street parking
 - * Virginia Court has 11 children aged 16 and under living in the 8 houses and as they each turn 16, parking will become increasingly challenging.
4. A place for their aging parents and teens outside of their main home. Both Alex and Matt's parents visit on a regular basis. Everyone on

VC knows them. I suspect that they will stay more often with a larger, more comfortable space.

I also know that their son has special needs (I also have a special needs son) and they may need a place for him to live into his young adult years as he continues to gain the skills for independence.

Thank you for your consideration.

Kind Regards,
Rachel Hoepner
6409 Virginia Ct

Rachel Hoepner Gilman
Mobile +1 917 9715765
e-mail: Rachel.A.Gilman@gmail.com

Clay Chew

From: Christian McMurray <christian.mcmurray@gmail.com>
Sent: Tuesday, March 3, 2020 2:08 PM
To: Clay Chew
Subject: Support for 6429 Virginia Ct and 6431 Mercer St

Good afternoon, Mr. Chew.

I am writing as a neighbor of Alexandra and Matthew Doan, and in support of their requested variance for their joint lots of 6429 Virginia Ct. and 6431 Mercer St.

Their proposed plan is an elegant solution to parking and it preserves the desired aesthetics of our neighborhood. The plan would allow both a safe domicile for their special needs son to remain within close proximity and a possible opportunity for the family to age in place.

Additionally, as a neighbor impacted by the lack of parking and difficult turn-around space at the end of Virginia Ct., the proposed solution benefits our entire block and the emergency and sanitation vehicles that travel our street.

Many thanks for considering a solution that benefits us all.

Sincerely,
Christian McMurray
6413 Virginia Ct.

--

Christian McMurray
Cell. 703.615.6449 | Christian.McMurray@gmail.com

Clay Chew

From: Alex Rosas <alrosase@gmail.com>
Sent: Tuesday, March 3, 2020 1:16 AM
To: Clay Chew
Subject: Doan carriage house request for zoning board variance

Dear Mr. Chew

My name is Alex Rosas. My wife Lynn and I live at 6433 Virginia Court, next door to the Doans.

We are strongly supportive of their request for a variance to the West University Zoning Board rules. We agree with the Doans that their plan for a carriage house on their lot on Mercer street will be advantageous to the citizens of the City of West University, and not detract or be contrary in any way to the spirit of the city. The design of the Doan carriage house is very attractive and house-like; it will certainly not seem out of place in relation to the neighboring houses. Also, allowing this carriage house to be built will remove several automobiles normally parked on the streets. As I'm sure you know, the number of automobiles parked curbside is a big and increasing problem in our city. Anything that can be done to remedy this problem will be helpful and of benefit to the citizens of West University.

It will certainly make it a lot easier for us to exit or house if there are not any cars parked by the curb off the Doans's house.

Although I understand and agree with the spirit of the zoning law related to garage apartments, and the problems associated with rentals of same, the Doans's project is not designed with a rental purpose, but will be extremely helpful to their family and their special needs circumstances. In my opinion, zoning laws should take into account citizens with disabilities and not impede homeowners in designing structures to help them.

We strongly endorse our neighbors' request for variance.

Sincerely,

Lynn and Alex Rosas
6433 Virginia Court

Clay Chew

From: Alan Arnold <alan.arnold.jr@gmail.com>
Sent: Monday, March 2, 2020 4:02 PM
To: Clay Chew
Cc: Mimi Arnold
Subject: In SUPPORT of Virginia Ct/Mercer Carriage House

Dear Mr. Chew -

I am writing to support the variance request submitted to the West U Zoning Board by our neighbors Matt and Alexandra Doan. We support its passage, allowing construction of the carriage house as they have proposed.

My wife and I live at 6421 Virginia Ct., which is 2 doors down from the Doans. They are wonderful neighbors who have gone out of their way to design this addition to their property in a way that will benefit the entire neighborhood -- such as increasing the availability of on-street parking -- while maintaining the existing character of West U with their new structure. They intend the property to provide a space long-term for their son with special needs as he grows up.

The Doans recently opened the doors of their small existing above-garage space to my relatives to stay with them while visiting me during my treatments at MD Anderson. They have never rented nor will they rent their property; they use it to help neighbors. The Doans are a considerate family who is looking to do the right thing for their family, their neighbors, and the broader neighborhood with this request.

My wife and I support passage of the variance.

Sincerely,
Alan & Mimi Arnold
6421 Virginia Ct.
(713) 253-2426

May 28, 2020

Mr. Clay Chew, Chief Building Official
West University Place, Texas
cchew@westutx.gov

Re: Zoning Board of Adjustments, Docket No. 2020-0002 - Special Exception request for property at
6429 Virginia Court / 6430 Mercer Street, West University Place, Texas

Dear Mr. Chew,

We wish to provide notice of our objection to the Special Exceptions requested under the above-referenced Docket. While we have not met the applicants, we understand they are very nice people. However, as neighboring residents of Mercer Street, we have significant concerns regarding the proposed “Doan Carriage House Project” and their request for special exceptions:

1. **Disrupts Driveway Pattern of the Street.** The proposed 20’ double-wide driveway does not follow the driveway pattern of the street. Accordingly, there would be approximately 30’ of virtually contiguous front-facing driveway and 40’ of virtually contiguous curb cuts on Mercer Street. This would not be aesthetically pleasing nor blend in with the neighboring properties as applicants have stated. It may also be a violation of Table 7a-5.
2. **Losing Front Green Space and Reducing Curb Appeal.** Having the proposed structure 10’ closer to Mercer Street reduces street-facing green space by at least 400 sq. ft. and, contrary to applicants’ contention, would substantially reduce curb appeal and aesthetic beauty of the street.
3. **Reduction in Value of Surrounding Properties.** The applicants argue that a “nicer green space between the two structures” inside their own property (by permitting the structure to be 10’ closer to Mercer Street) will likely increase their own “real estate value (and therefore appraisal value)” – conversely, if so, the resulting “loss” of green space facing Mercer Street would decrease the value of all of the surrounding neighbors on Mercer Street, thereby damaging the real estate values of many more of their neighbors.
4. **Shifting the Parking and Traffic Burden.** It must be noted that 5 emails in support of the proposed 3-Bay Garage facing Mercer Street are from residents of Virginia Court, several of which stating that parking on Virginia Court will be improved by having fewer vehicles. Conversely, Mercer Street residents will not only lose street parking due to the additional 30’ curb cuts, but will be further burdened by the unsightliness of up to 4 or 5 additional cars parked on 30’ wide concrete driveways in front of the proposed structure. Also, taking traffic from a residence on Virginia Court and moving it to Mercer Street would burden the 6400 block of Mercer Street with additional traffic.
5. **No Sufficient Reasons for Granting Special Exception to 600 sq. ft. Non-Garage Space Limit.** The applicants request to nearly “triple” the permitted non-garage space. They purchased their property with full knowledge of zoning restrictions, as did all other neighborhood owners. These rules were established to preserve the neighborhood and should be respected. There is no evidence that enforcing this ordinance would result in any “unnecessary hardship” to applicants (as is required by law to grant special exceptions), nor why granting this special exception would serve the spirit of the ordinance or justice. It would be contrary to the public interest if special exceptions to these zoning ordinances are granted without legitimate cause, particularly when granting such exceptions would benefit the “personal” interests of a few at the expense of many other residents.

The residents of West University Place purchased their homes with the understanding and expectation that zoning ordinances would be strictly enforced in order to preserve and maintain our enjoyment of our properties and our community. This plays a significant part in West University being a very special place to live. We believe that granting the proposed exceptions would diminish this enjoyment for many of the residents of Mercer Street and the surrounding area and be contrary to the specific intent and spirit of these zoning laws. Accordingly, we are of the strong opinion that this request for special exceptions should not be granted.

Sincerely,

Jim and Carolina Moskosky

Jim and Carolina Moskosky
6425 Mercer Street
West University Place, Texas

Mark V. Mazziotti and Denisse D. Mazziotti

Mark V. Mazziotti and Denisse D. Mazziotti
6431 Mercer Street
West University Place, Texas

Katherine and Jonathan Shoebottom

Katherine and Jonathan Shoebottom
6437 Mercer Street
West University Place, Texas

Scott and Karrie Hilliard

Scott and Karrie Hilliard
6421 Mercer Street
West University Place, Texas

Mary Jo and Mick Cantu

Mary Jo and Mick Cantu
6336 Sewanee Street
West University Place, Texas

Roberto Pinto Ribeiro and Amanda Klein Silva

Roberto Pinto Ribeiro and Amanda Klein Silva
6424 Mercer Street
West University Place, Texas

Sherri Atlas

Sherri Atlas
6402 Mercer Street
West University Place, Texas

Jane E. Carter

Jane E. Carter

6433 Mercer Street

West University Place, Texas

Josie Hayes

Subject:

FW: Docket No. 2020-0002, regarding property at 6429 Virginia Ct/6430 Mercer St,

Mr. Chew,

Regarding the variance requests on Virginia Court and Mercer Street submitted by the Doan family, I've reviewed the documents submitted and spoken with City staff to clarify some aspects of the applicant's request. ***I am opposed to the variance requests.***

While I respect the family's efforts in providing the best care for their family members, the variances do not seem justified in order to obtain their goals. Their existing garage apartment could provide independent living for a child or aging parents, and also provides 2 parking spaces, or the desired storage space (air conditioning could be added).

Regarding street parking, there is actually more street parking available on Virginia Ct than on Mercer because there are only homes on one side of Virginia Court. The entire 6400 block of Virginia Court has available curbside parking with no curb cuts on the side abutting the drainage ditch. So, in essence, each home on Virginia Court has 50 feet of available curb (on the ditch side) plus up to 40 feet on the home's side (50-foot lot width minus their driveway width). The homes on Mercer have 40 feet or less of available curbside parking per home because they have homes across the street from them.

Despite the owners' attempts to make the 3-garage door carriage house look like a house, looking at the elevation view drawing makes me think of a large garage, not a house. Perhaps there's a layout utilizing tandem (double-deep) bays that would provide multiple parking spaces and still meet the 2-door garage regulations? Or utilizing the driveway for parking, as many residents do.

An alternative to storing extra belongings on-site is to rent a climate controlled storage unit. There are several nearby and affordable.

Regarding the garage setback variance request, to maximize the backyard area. This reason does not justify a variance. What West U residents wouldn't love to have a bigger backyard?

Please consider: Variances are forever. What's to prevent future owners from converting garage and storage space into yet more living space? This would essentially create one lot with two full-size homes (note that, per the drawings, the carriage house footprint appears even larger than the existing home). It would be difficult for the City to prevent this conversion from happening, and from it becoming rental space, since the homes would have separate access points from two different streets.

Sincerely,
Elizabeth Johnson
Matilde C. Olivé



Doan Family

6430 Mercer
6429 Virginia Court

West University Meeting
March 5, 2020

Doan Carriage House Project
Request for Variances Meeting

Our Story

We moved to West University in 2004. Our son Cash was born in 2005 & our daughter Sarah was born in 2006. Living on Virginia Court is a dream come true. We think Virginia Court is the most beautiful and peaceful street in West University. In 2015, we were lucky to be able to purchase the lot directly behind our home. This property was a God send to our family because it offered us the needed options to address some family challenges in our life. Our son has special needs, and our parents are quickly reaching the age of assisted care. We will elaborate on these (2) points in the subsequent slides.

Our goal is to integrate these (2) properties into a warm, serene area that significantly complements the beauty and aesthetics of our wonderful neighborhood.

Lastly, while we love living in West University, we do not love the parking situation in West U. Our home, like many homes in West U, has a single wide drive way with a garage orientation that renders it unusable for parking cars. Therefore, many cars are parked in the street instead. The addition of this carriage house allows us to alleviate some of the parking issues on our street and ultimately reduce street congestion.

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West University Meeting
March 5, 2020



Regulations

We were very careful to research and understand the purpose for the existing West University Place regulations. Within our design process it was critical that we clearly understand the regulations and then honor and respect the intent of the regulations prior to requesting a variance. We view the City of West University and our neighbors as partners.

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March 5, 2020





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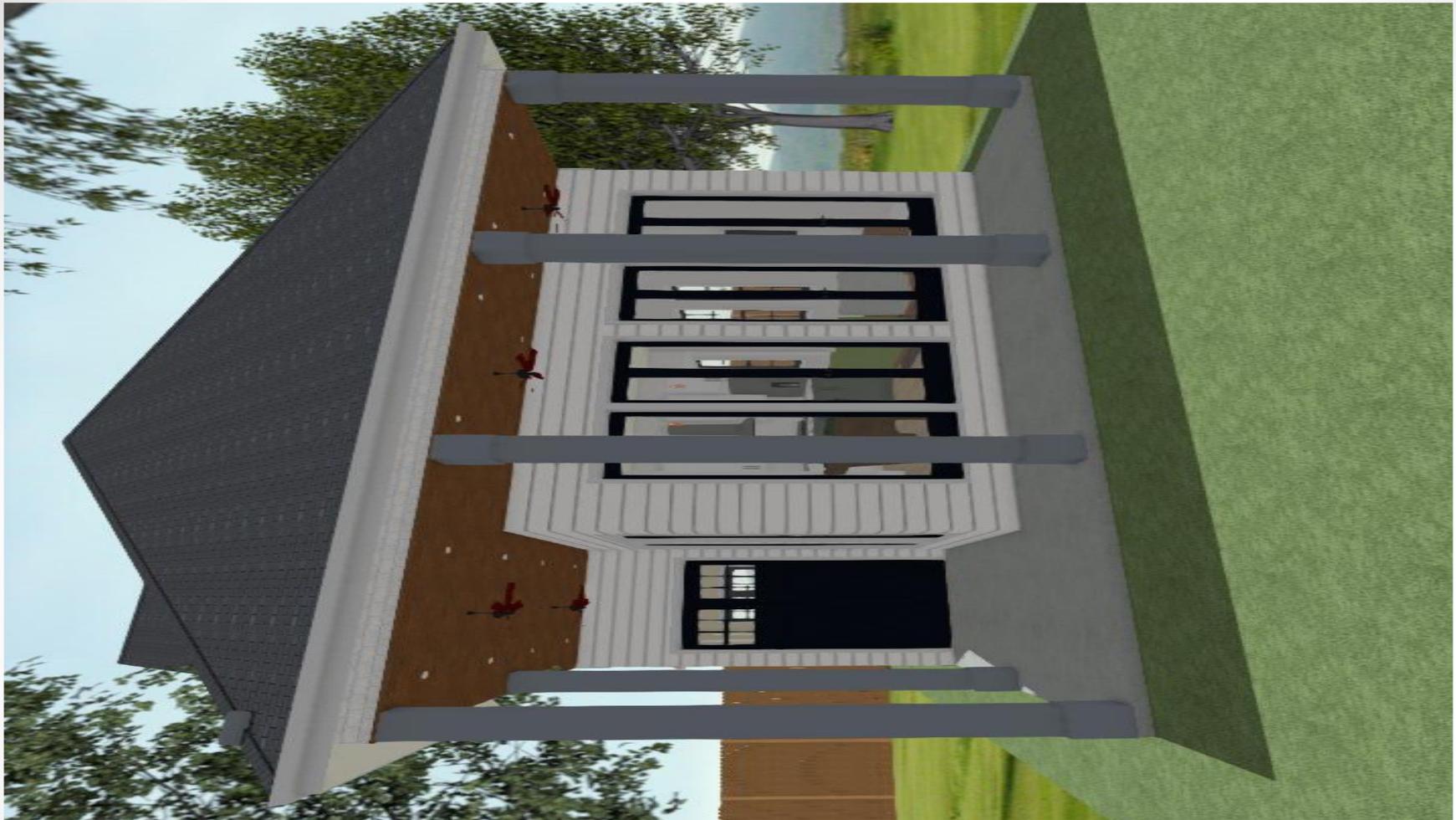
West University Meeting
March 5, 2020



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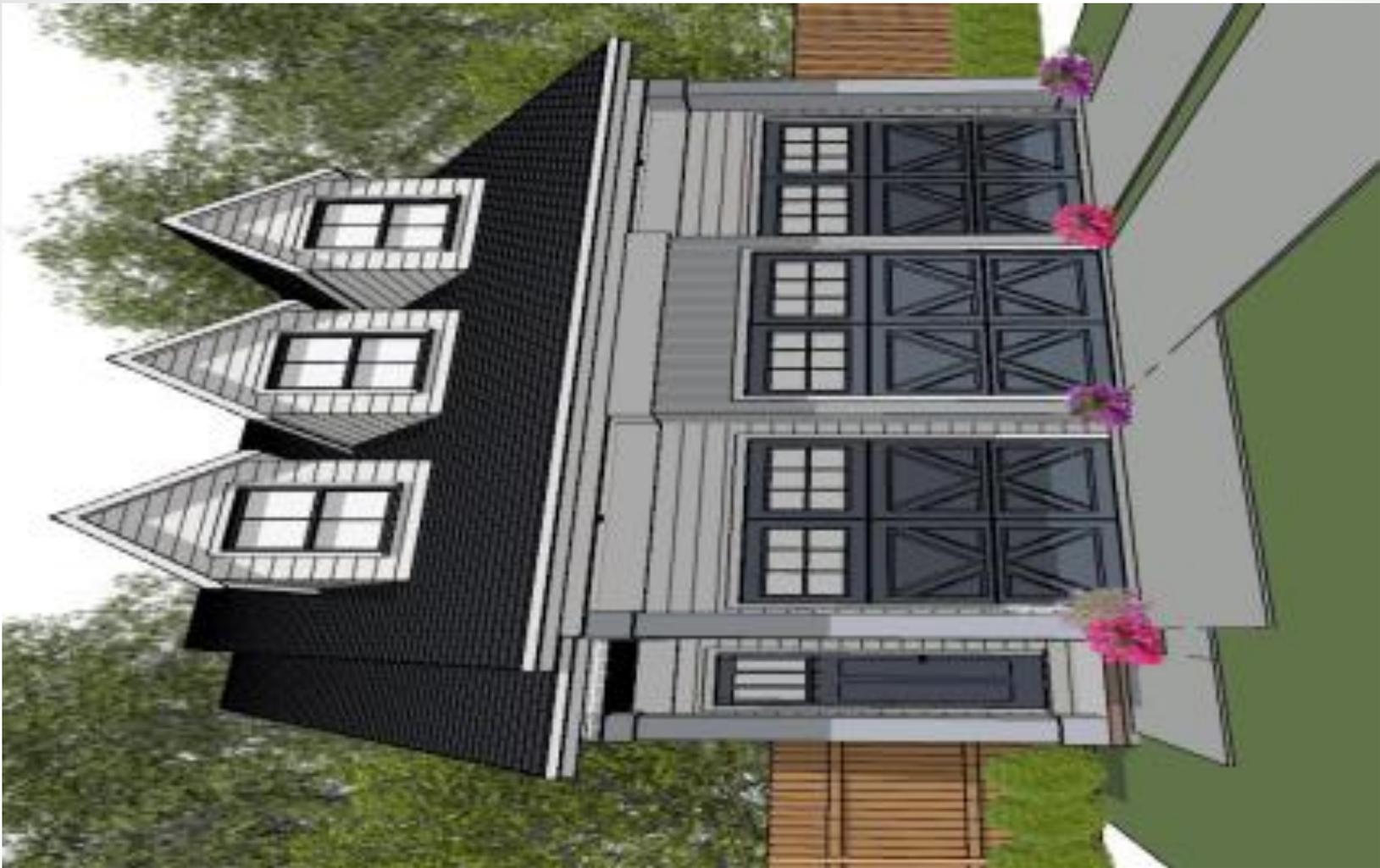
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March 5, 2020



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West University Meeting
March 5, 2020



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West University Meeting
March 5, 2020

Requested Variance #1

Total Airconditioned living space can not exceed 600 square feet.

Reason for the ordinance: The City of West University does not want residents to build supplemental structures that can be utilized as leased rental / investment properties.

Requested Variance & Reason: : Increase AC Living Space to 1,600 square feet

- We have a 15 year old spectrum autism son who has limited ability to live on his own in the future. This 1,600 square foot living space would provide him a place to live & develop his life skills, and gives us a chance to keep a watchful eye on him and guide him.

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March 5, 2020



Requested Variance #1 (continued)

Total Airconditioned living space can not exceed 600 square feet.

Reason for the ordinance: The City of West University does not want residents to build supplemental structures that can be utilized as leased rental / investment properties.

Requested Variance & Reason: Increase AC Living Space to 1,600 square feet

- We have parents in their 80's who will soon need additional care & living assistance. This larger living space allows us to care for our parents without having to consider nursing home arrangements.
- Further, the COVID-19 issues experienced in nursing homes reinforces our desire to care for our parents at our residence.



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West University Meeting
March 5, 2020

Requested Variance #1 (continued)

Total Airconditioned living space can not exceed 600 square feet.

Reason for the ordinance: The City of West University does not want residents to build supplemental structures that can be utilized as leased rental / investment properties.

Requested Variance & Reason: Increase AC Space to 1,600 square feet

- Houston Summers are very hot and non-climate-controlled attic storage tends to ruin / damage stored items (books, clothes, small furniture, etc). We want to use part of the airconditioned space for climate control storage.

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West University Meeting
March 5, 2020

Requested Variance #2

The Garage must have a 10 foot back set from the front of the property

Reason for the ordinance: The City of West University does not feel that a standard garage is an attractive structure and thus would detract from the appearance of the property and neighborhood.

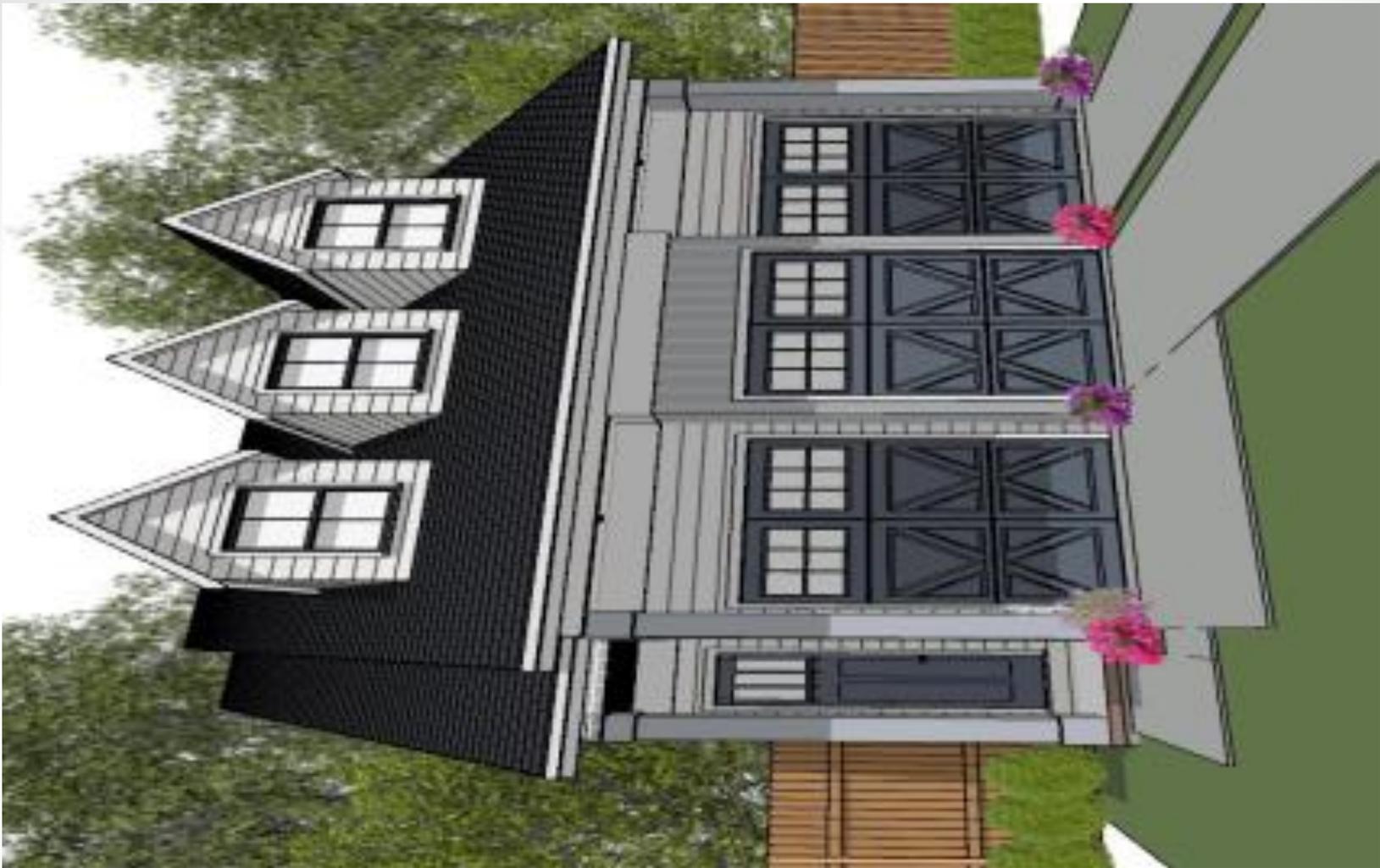
Requested Variance & Reason: Allow to build the front of the Carriage House at the same permitted location as a home.

- Reason 1: We have tried very hard to not build a typical looking garage. We feel that we have designed a very attractive carriage house structure that complements the neighboring homes.
- Reason 2: Pushing the structure back an additional 10 feet takes away green space from the back yard and replaces it with additional concrete in the front. We feel the additional concrete is not attractive to the neighboring homes. Further, this additional concrete reduces natural green space drainage.
- Reason 3: Because the structure is smaller the additional 10 ft set back would look disproportionate to the surrounding homes and thus less attractive to the overall surroundings.

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West University Meeting
March 5, 2020



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West University Meeting
March 5, 2020

Requested Variance #3

A property can not have a drive way unless it has an existing associated garage

Reason for the ordinance: The City of West University does not want multiple concrete cut outs for a single property unless it has an associated pathway to a garage. One of the purposes is to maximize green space.

Our Request for Variance: Keep the existing drive way on the Virginia Ct side.

- Reason 1: When people come to visit our house, it gives them a place to park their car that is out of the street, thus reducing street congestion.
- Reason 2: Our home is at the end of Virginia Court. Emergency vehicles use our drive way as a turn around point.

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West University Meeting
March 5, 2020



Summary & Conclusions

Benefits to West University Place

- Because this is a small lot, we feel this design adds a responsible, attractive & sensible use of a small space. It adds additional property tax revenue to the city, reduces street congestion and responsibly leaves adequate green space for aesthetics and drainage as compared to a new build home (much larger structure & footprint)

Benefits to the Doan Family

- This will allow us to care for our son & our parents while building an aesthetically pleasing and useful structure that complements the neighboring homes.

Win – Win for West University Place & The Doan Family

Doan Family

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West University Meeting
March 5, 2020



Thank You for your consideration

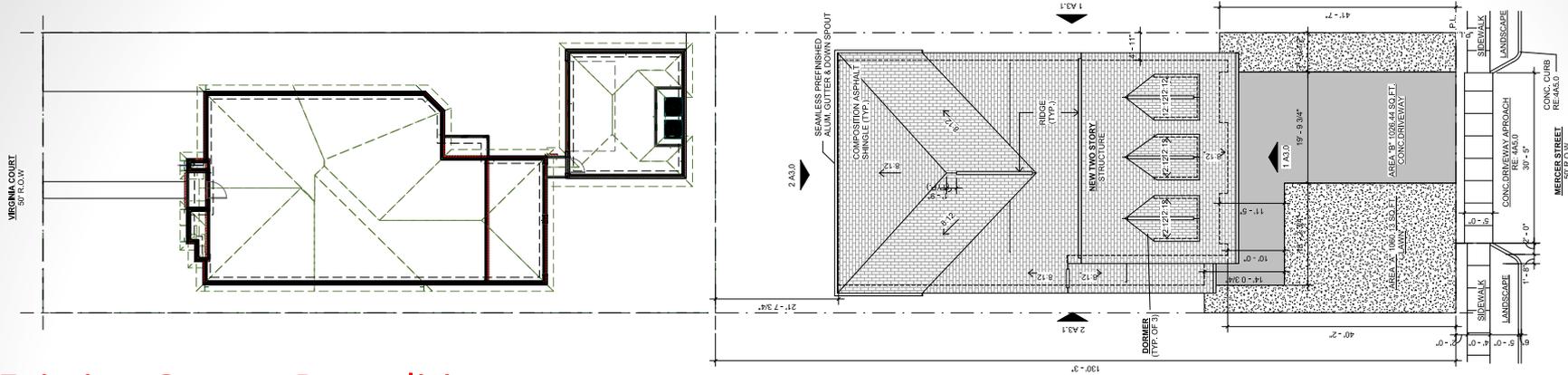


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West University Meeting
March 5, 2020

Virginia Ct Garage Demolition – Back Up Slide



Existing Garage Demolition:

Sequencing of the existing garage demolition is critical. Why ??

- Demolition equipment accessibility requires the existing garage to be the **first** operation. Without proper accessibility it will create a significant safety issue.
- All power & utilities for the Virginia Ct run through the existing garage, therefore these existing utilities must be re-located to a temporary point.
- The current AC units for the VC house are located on an elevated porch of the existing garage and therefore must be moved to a temporary location.

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West University Meeting
March 5, 2020



AGENDA

ITEM

#3



The City of West University Place
A Neighborhood City

ZONING BOARD OF ADJUSTMENT
MUNICIPAL BUILDING
3800 UNIVERSITY BOULEVARD
TELECONFERENCE MEETING MINUTES
April 23, 2020
5:30 pm

I.	MEMBERS PRESENT:	Steven Segal (voting), Nail Martin (voting), Donald Yurewicz (voting), Edward Nikonowicz (voting), Janet Parisi (voting) Jay Cohen, John Brett, Sergio Amelio and Brennan Reilly
II.	MEMBERS ABSENT:	N/A
III.	STAFF PRESENT:	Zack Petrov, Legal Counsel, Clay Chew, Building Official and Josie M. Hayes, Administrative Coordinator
IV.	CALL TO ORDER:	5:33 p.m.

Agenda Item

Discussion

Action

1	Call the meeting to order. Notices, Rules, Etc.	Steven Segal called the meeting to order at 5:33 p.m. Steven Segal asked each member to briefly introduce themselves and state if they are voting or nonvoting. Josie M. Hayes, Administrative Coordinator, stated that all notices were posted in accordance with state and local requirements. Steven Segal then described the hearing procedures. Swearing in of witnesses.	Edward Nikonowicz moved to accept that all notices were properly posted and distributed for this meeting. Second by Donald Yurewicz. Ayes: Steven Segal, Neil Martin, Donald Yurewicz, Edward Nikonowicz and Janet Paris. Motion Carried (5-0). Steven Segal administered the oath to all witnesses.
2	Docket No. 2020-0003, regarding property at 2628 Quenby Ave., West University Place, Texas 77005 (Variance) a. Public hearing regarding a request for a variance to authorize a second gas meter for a back-up generator. b. Deliberation, decisions, other action, etc. regarding the preceding	The applicant in Docket 2020-0003, 2628 Quenby Ave. is requesting a variance to install a second gas meter for a back-up generator. Staff did not receive correspondence letter in favor or against the application. There were no citizens speaking in favor or against the application. <u>Background Information:</u>	Motion to close the deliberation portion of the hearing was made by Steven Segal. Second by Janet Parisi. Ayes: Steven Segal, Neil Martin, Donald Yurewicz, Edward Nikonowicz and Janet Parisi. Motion carried (5-0). After deliberations Steven Segal a motion to approve the variance to Appendix A, Article 2, Section 2-102 Certain Terms, Single-detached use to allow a second gas meter for a back-up generator. Seconded by Janet Parisi. Ayes: Steven Segal, Neil





The City of West University Place
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	matters.	The second meter was denied by Clay Chew, Building Official due to the Zoning Ordinance only allowing one on a single family detached building site. Appendix A, Article 2, Section 2-102 Certain Terms, Single-detached use. (2) There is no multiple utility service on the building site.	Martin, Donald Yurewicz, Edward Nikonowicz and Janet Parisi. Motion carried (5-0).
3	Meeting Minutes	Approval of meeting minutes from February 27, 2020.	Steven Segal moved to approve the February 27, 2020 minutes. Second by Janet Parisi. Ayes: Steven Segal, Neil Martin, Donald Yurewicz, Edward Nikonowicz and Janet Parisi. Motion carried.
	Adjournment.	The meeting was adjourned at 5:55 pm.	Steven Segal moved to adjourn the meeting. Second by Janet Parisi. Ayes: Steven Segal, Neil Martin, Donald Yurewicz, Edward Nikonowicz and Janet Parisi. Motion Carried.

APPROVED THIS _____ DAY OF _____ 2020.

 Presiding Officer

ATTEST: _____
 Josie M. Hayes, Administrator Coordinator

