The City of West University Place

A Neighborhood City

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, June 25, 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: 841-495-323** or follow link to https://www.join.me/841495323

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. **Docket No. 2020-0004, regarding property at 3782 Georgetown, West University Place, Texas 77005 (Special Exception).**
   a. Public hearing regarding a special exception as authorized by Section 70-27(b)(2) d to allow a curb cut for a circular driveway to be on a side street instead of both curb cuts on the front street line.
   b. Deliberation, decisions, other activities, etc. regarding the preceding matters.

4. Meeting Minutes. Matters relating to the approval of minutes from May 28, 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 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 JUNE 25, 2020 WAS POSTED ON THE MUNICIPAL BUILDING BULLETIN BOARD ON OR BEFORE THE 22TH DAY OF JUNE 2020, AT OR BEFORE 5:30 O'CLOCK P.M.

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

AGENDA

ITEM

#2

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 10-13, Block 26

Applicant: Alexandra + Matthew Doan
Address: 6429 Virginia Ct. Houston, TX 77005
Contact: Alex Doan **Phone:** 713 304 2238 **Fax:** / **Email:** alexdoan713@gmail.com
Matt Doan 281 734 9872 mdoan@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.**

- Exact zoning ordinance section that authorizes the special exception: Section 7-101 Table 7-5a parking and driveways note 7 route table 7-5a note 6. ~~[illegible]~~
- Exact wording of special exception requested: 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 (✓)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~~ 5/28/2020 **Docket#:** 2020-0002

Form ZBA-102

City of
West University
Place

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.

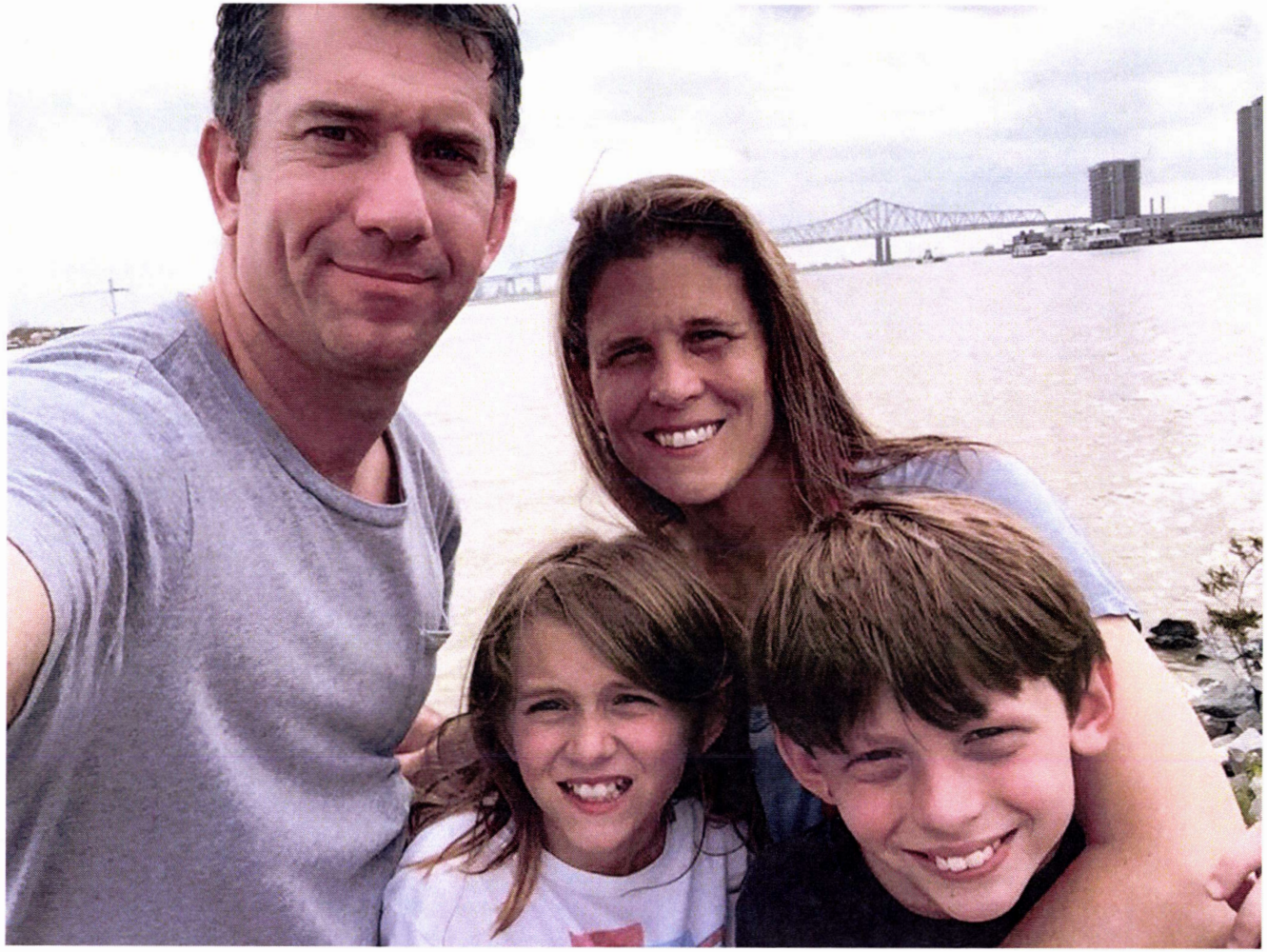
(4) The ZBA has made any additional findings and determinations required by a specific provision of this section.

(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



Doan Family

6430 Mercer
6429 Virginia Court

West University Meeting
June 25, 2020

Doan Carriage House Project
Request for Exceptions Meeting

6430 Mercer – (3) Exception Requests

Project Purpose: Family Needs. This is the primary reason we purchased this land in 2015. We want to build a dwelling for our parents and special needs son.

Meeting Purpose: We are requesting (3) exceptions

We want to modify the currently proposed structure as follows:

- Allow existing Virginia Ct driveway to remain
- Increase livable square footage from 600 sq ft to ~ 1,680 sq ft
- Move structure forward 10 feet

Doan Family

6430 Mercer
6429 Virginia Court

West University Meeting
June 25, 2020

Requested Exception #1

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 allow multiple concrete cut outs for a single property unless it has an associated pathway to a garage.

Our Request for Exception: Keep the existing driveway on the Virginia Ct side.

- Reason 1: Our home is at the end of Virginia Court. This driveway has been classified as an Emergency as a turn around point.
- Reason 2: It is a financial hardship to remove the driveway. Driveway removal and the subsequent replacement land scaping is very expensive
- Reason 3: 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.

Doan Family

6430 Mercer
6429 Virginia Court

West University Meeting
June 25, 2020

Requested Exception #2

Total Airconditioned living space can not exceed 600 square feet.

Requested Exception & Reason: : Increase AC Living Space to ~1,680 square feet

- We have a 15 year old spectrum autism son who has limited ability to live on his own in the future. This ~1,680 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.

6430 Mercer
6429 Virginia Court

West University Meeting
June 25, 2020

Requested Exception #2 (continued)

Total Airconditioned living space can not exceed 600 square feet.

Requested Exception & Reason: Increase AC Living Space to ~1,680 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.

Doan Family

6430 Mercer
6429 Virginia Court

West University Meeting
June 25, 2020

Requested Exception #3

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

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

- Reason 1: We feel that we have designed an attractive cottage 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.

Doan Family

6430 Mercer
6429 Virginia Court

6430 Mercer – Exception Requests

Exceptions 2 & 3 – Mercer Side Exceptions

- Increase livable square footage from 600 sq ft to ~ 1,680 sq ft
- Move structure forward 10 feet

Critical Point:

These (2) exceptions go hand in hand.

To clarify: the 10 foot offset exception relief allows a more proportional & efficient usage of the lot space for building out the 1,680 sq ft. (less concrete poured in the front of the house and preserving more green space)

Originally Proposed

Newly Proposed

Time Line:

- May 28th Meeting with the West U Exceptions committee. The West U Exceptions Committee requested we meet with the neighbors and discuss compromises, and then reconvene June 25th.
- June 1st – Doan meetings with Architect to discuss options. Sent letters to the Mercer neighbors.
- June 2nd – Meeting with West University to understand go forward West U processes
- June 3rd – Zoom Meeting with Mercer neighbors to understand their concerns and hear their suggestions
- June 5th – Meeting with architect to discuss proposed design changes
- June 18th – Sent out new front rendering of the newly proposed concept with compromises.

Compromises:

- Moved driveway from the Northside to the Southside of the property
- While the 3rd garage bay still exists behind the front windows, we have given up the utility of frontal accessibility
- The 2 garage bay doors have been recessed from the front of the property in order to give spatial contrast from the street view

Thank You for your consideration

Doan Family

6430 Mercer
6429 Virginia Court

West University Meeting
June 25, 2020

June 24, 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,

Again, we respectfully object to these Special Exceptions. We simply ask that the applicant comply with the ordinances like everyone else. Granting these requests would unjustly benefit one homeowner to the detriment and damage of many others.

These ordinances and rules were adopted for good reason: to benefit the entire West U community and all neighbors by preventing this type of situation. We are happy for applicants to improve their property, but NOT at our expense.

Applicant's back-to-back lots are roughly 12,400 sq.ft. (much larger than most West U. lots). Is there a real need to have their front-facing garage doors encroach 10' closer to Mercer Street than permitted? No, it only makes their inner lot bigger, nicer (and, as they say, increases their "real estate value"), while making Mercer Street less appealing.

Applicant further requests to increase the size limits on a garage accessory building by 2.8 times (nearly triple) from the permitted 600 sq.ft. to 1,680 sq.ft. How could that possibly be within the spirit, purpose and intent of the ordinance? Applicant has many alternatives for increasing their living space without need to eviscerate this ordinance.

Mercer Street residents **should not be forced to tolerate** this disregard for the zoning ordinances:

1. It reduces our property values
2. It disproportionately increases Mercer Street traffic and parking burden by having both the proposed new living quarters and primary Virginia Court house use Mercer Street
3. The structure fails to blend in with the neighboring homes
4. Mercer Street is not a back alley, and not a side street – it should be protected and preserved to the fullest extent of the zoning ordinances

Applicant failed to compromise in any meaningful way. On June 3, applicant and several Mercer Street residents had a very cordial video conference and discussed many possible solutions, such as side-facing garage doors, single lane driveway, and enhanced home (vs garage) look and feel. On June 18, the applicant emailed a rendering with some aesthetic changes (8' vs 10' proposed garage door encroachment, flipped driveway, and faux front on the 3rd garage bay). Despite the exchange of further niceties, that was applicant's final position.

Unfortunately, this is not acceptable – and we respectfully request that the ZBA require applicant to simply follow the rules like everyone else and not place applicant's personal and financial interests above the rights of their neighbors.

Sincerely,

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

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

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

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

Jane E. Carter and George Letsou
6433 Mercer Street
West University Place, Texas

Marie and Thierry Lynch
6632 Sewanee Street
West University Place, Texas

Jill and Frank Falbey
6353 Mercer Street
West University Place, Texas

Josie Hayes

To: Elizabeth Johnson
Subject: RE: Docket No. 2020-0002, regarding property at 6429 Virginia Ct/6430 Mercer St,

RE: Special Exception / Variance requests at 6429 Virginia Court and 6430 Mercer Street

Mr. Chew and ZBA Board,

In the month that has passed since the original May 28th ZBA meeting on the subject of the Special Exception requests, I and other Mercer Street neighbors have spoken with the Doans to better understand their plans and try to arrive at a plan we can all support. Some of the neighbors have differing views, as might be expected.

Regarding variance request #1, I support allowing the existing driveway to remain. .

Regarding variance request #2, I am not opposed to the additional living space square footage, as long as the third garage door is replaced by the two windows (as shown in the applicant's latest rendering). I believe a "pseudo front door", placed in the front of the building, would also make the structure look more like a house than a garage, and I would encourage its use, as the applicant's indicated they were considering. (An example "pseudo front door" can be seen at 6624 Rutgers- see attached photo "6624 Rutgers 1.pdf").

Regarding variance request #3, I am opposed to waiving the required 10-foot setback for the front-facing garage. The reasons given by the applicant do not justify this waiver, as they are reasons that only benefit them. A look at the site plan they submitted shows that even with the required 10-foot setback, the backyard measures 50' by 50' (see attached photo "Doan site plan.jpeg"), which is fairly large as compared to many homes in West U. Sure, we would all like to have 10 extra feet of backyard space. This is not good enough reason to waive the setback requirements. If the Board waives the setback for this applicant, how will you deny every builder in the future who comes to the ZBA with the same request, citing the same reason. "It provides a bigger backyard and less concrete in the front yard". In addition, while pushing the building forward would reduce the concrete in the front yard (by approx. 200 SF), it also would REDUCE the green space in the front yard by approx. 300 SF. So, the impact to the front yard is a larger reduction of green space than the reduction of concrete. (See attached photo "Doan site plan.jpeg"). Therefore, I OPPOSE the setback waiver.

Thank you for the opportunity to voice my opinion.

Elizabeth Johnson
for Matilde Olivé
6403 Mercer Street

On Thu, May 28, 2020 at 4:17 PM Clay Chew <CChew@westutx.gov> wrote:

> Received.
>
> Thank you

AGENDA

ITEM

#3

City of
West University
Place

To: Zoning Board of Adjustments

From: Clay Chew, Building Official

Date: June 19, 2020

Re: Staff Report for Docket 2020-0004

Applicant's Request

The applicant in Docket 2020-0004, is requesting a special exception as authorized by Table 7-5a, entitled "Parking, driveways, etc." Table 7-5a establishes the maximum number of curb cuts allowed per building site in a single-family district. The applicant is requesting a special exception as authorized in Note 5 to Table 7-5a to allow a total of two curb cuts on the building site.

Background Information

The property at 3782 Georgetown St. is located in a SF-3 zoning district at the northeast corner of Georgetown and Auden. The applicant is seeking a special exception to construct a semi-circular driveway with one curb cut on Georgetown and one on Auden.

Staff Response

Table 7-5a limits the number of curb cuts to one per building site in a single family district. There is an exception that authorizes additional curb cuts of which can be a semi-circular driveway that meets the minimum requirements of Chapter 70, "Street Areas and Public Spaces", specifically Section 70-27 regarding curb cuts and driveways. Section 70-27 requires that the curb cuts be located along the front street line for a semi-circular driveway. The driveway configuration complies with all of the other requirements.

Table 7-5a, Note 5 of the Zoning Ordinance gives the ZBA the authority to grant a special exception for additional curb cuts. The ZBA must find that the request is in harmony with the general purpose and intent of the Zoning Ordinance and that the request will not cause any significant increase in on-street parking or traffic, traffic congestion, or an unreasonable burden upon public utilities or services. The burden is on the applicant to present evidence to the Board to support each finding and determination required for the issuance of this special exception. If the Board grants the special exception, the Board can attach conditions.

City of West University Place

APPLICATION TO THE ZONING BOARD OF ADJUSTMENT OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS ("CITY")

Address of site: 3782 Georgetown St., Houston, Tx 77005

Legal description of the site: Lot 1, Block 2 of Sunset Terrace Sec. 4, Harris County

Applicant: Melissa Strong
Address: 3805 Coleridge St., Houston, Tx 77005
Contact: Melissa Strong ***Phone:*** 917-940-5590 ***Fax:*** ***Email:*** melissa.strong@me.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.**

- Exact zoning ordinance section that authorizes the special exception:
  Table 7-5a, Note 5 Allows ZBA to issue a special exception for additional curb cuts.
- Exact wording of special exception requested:

1) On our corner lot, since there is city infrastructure preventing both circle drive curb cuts from occurring on the front street line we are requesting that the the second curb cut occur on the side street line.
2) We are also requesting that 3 curb cuts be allowed since the corner lot has a total of 176.4' of street exposure between front and side property lines.

( ) **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)*

We have attached the following documents:
-Proposed site plan for new house
-Current survey
-Images of site

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

Signature of applicant: MStrong Date: 6. 3. 2020

For Staff Use only Date filed: 6.4.2020 **Date heard:** 6.25.2020 **Docket#:** 2020-0004

Form ZBA-102

CUSIMANO
ARCHITECT

4511 NETT STREET HOUSTON TEXAS 77007

June 4, 2020

West University ZBA Exception Request

Project Address: 3782 Georgetown St.
Houston, Tx 77005

Property Owner: Melissa Strong

To whom it may concern,

We are seeking an exception for our proposed new construction residential project based on Table 7-5b, note 5 in the West U Code of Ordinances, which allows the ZBA to issue a special exception for additional curb cuts. We are requesting that 3 curb cuts be allowed on the property as well as allow the second curb cut of the circle drive to occur on the side street line for the following reasons:

1) There is city infrastructure (street pole, fire hydrant, light pole) that does not allow us to place the second of 2 curb cuts on the front street line while following the rule that requires 24' between the inside edges.
2) The property has a total of 176.4' of street front between the front and side lot lines, so we are requesting that a third curb cut be allowed for the best use of the site and to alleviate the need for street parking when the property owner has visitors. We have made all three curb cuts a single car wide in order to eliminate an overabundance of concrete at the R.OW. with our requested exception.

Please see the attached documentation to further evaluate our request.

Best Regards,
Cusimano Architects

Property owner printed name MELISSA W STRONG

Property owner signature CMWS

KELLY@CUSIMANO-ARCHITECT.COM 832.465.0419

OMB Approval No 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. ☐ FHA	2. ☐ RHS	3. ☐ Conv. Unins.	6. File No. 9993-20-5831	7. Loan No.	8. Mortgage Insurance Case No.
4. ☐ VA	5. ☐ Conv Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
Melissa Strong	Lorinda Elizabeth Driskill	N/A
G. Property Location: 3782 Georgetown Street Houston, TX 77005	H. Settlement Agent: Patten Title Company Place of Settlement: 106 Decker Drive 330 Irving, TX 75062	I. Settlement Date: 03/04/2020 Funding Date: 03/04/2020 Disbursement Date: 03/04/2020

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	$1,200,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	$4,002.88
104.	
105.	
Adjustment for items paid by seller in advance	
106. City/Town Taxes	
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	$1,204,002.88
200. Amount Paid by or in Behalf of Borrower	
201. Deposit	$12,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Survey Fee, Plot Plan Reimbursement to Buyer	$500.00
209. Rent (30 days) per lease agreement	$4,838.70
Adjustments for items unpaid by seller	
210. City/Town Taxes 01/01/2020 to 03/04/2020	
211. County Taxes 01/01/2020 to 03/04/2020	$2,689.37
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	$20,028.07
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	$1,204,002.88
302. Less amounts paid by/for borrower (line 220)	$20,028.07
303. Cash ☒ From ☐ To Borrower	$1,183,974.81

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	$1,200,000.00
402. Personal property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/Town Taxes	
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	$1,200,000.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	$4,186.55
503. Existing loan(s) taken subject to	
504. Payoff of First Mortgage	
505. Payoff of Second Mortgage	
506.	
507.	
508. Survey Fee, Plot Plan Reimbursement to Buyer	$500.00
509. Rent (30 days) per lease agreement	$4,838.70
Adjustments for items unpaid by seller	
510. City/Town Taxes 01/01/2020 to 03/04/2020	
511. County Taxes 01/01/2020 to 03/04/2020	$2,689.37
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	$12,214.62
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	$1,200,000.00
602. Less reductions in amounts due seller (line 520)	$12,214.62
603. Cash ☒ To ☐ From Seller	$1,187,785.38

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

700. Total Real Estate Broker Fees			
Division of commission (line 700) as follows:			
701. $ to N/A			
702. $ to N/A			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Our origination charge	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)		
803. Your adjusted origination charges	(from GFE #A)		
804. Appraisal fee	(from GFE #3)		
805. Credit report	(from GFE #3)		
806. Tax service	(from GFE #3)		
807. Flood certification	(from GFE #3)		
808.			
809.			
810.			
811.			
900. Items Required by Lender to be Paid in Advance			
901. Daily interest charges from 03/04/2020 to 04/01/2020 @	(from GFE #10)		
902. Mortgage insurance premium	(from GFE #3)		
903. Homeowner's insurance	(from GFE #11)		
904.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance			
1003. Mortgage insurance			
1004. Property taxes			
1005.			
1006.			
1007. Aggregate Adjustment $0.00			
1100. Title Charges			
1101. Title services and lender's title insurance	(from GFE #4)		
1102. Settlement or closing fee to Patten Title Company			
1103. Owner's title insurance to Patten Title Company	(from GFE #5)	$3,220.50	$3,220.50
1104. Lender's title insurance to Patten Title Company			
1105. Lender's title policy limit $			
1106. Owner's title policy limit $1,200,000.00			
1107. Agent's portion of the total title insurance premium to Patten Title Company $5,474.85			
1108. Underwriter's portion of the total title insurance premium to Westcor Land Title Insurance Company $966.15			
1109. Title - Escrow Fee to Patten Title Company		$395.00	$395.00
1110. Tax Certificate to Patten Title Company (FBO CERT SIMPLE)			$88.00
1111. Warranty Deed Document Prep to DocPrep 911			$125.00
1112. Technology Fee to Patten Title Company		$35.00	$35.00
1113. Title - State of Texas Policy Guaranty Fee (Owner's Policy) to Texas Title Insurance Guaranty Association		$1.00	$1.00
1114. Owner's T-19.1 Endorsement to Patten Title Company		$322.05	$322.05
1200. Government Recording and Transfer Charges			
1201. Government recording charges	(from GFE #7)	$29.33	
1202. Deed $24.00 Mortgage $ Release $ to Patten Title Company, Recording Account			
1203. Transfer taxes	(from GFE #8)		
1204. City/County tax/stamps Deed $ Mortgage $			
1205. State tax/stamps Deed $ Mortgage $			
1206. E-Recording Fee to Patten Title Company, Recording Account $5.33			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1302.			
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1310.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		$4,002.88	$4,186.55

See signature addendum

Signature Addendum

Melissa Strong 3.4.2020

Melissa Strong Date Lorinda Elizabeth Driskill Date

The HUD-1 settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

Settlement Agent Date

BUYER'S AFFIDAVIT AND AGREEMENT

STATE OF TEXAS GF Number **9993-20-5831**

COUNTY OF HARRIS

ON THIS DAY personally appeared before me, Melissa Strong ("Buyer"), who proved Buyer's identity to me through production of a United States federal or state government issued driver's license or other photographic identification and, after having been by me first duly sworn, according to law, upon oath made the following statements:

Buyer is purchasing the following described real property (herein called the "Property"):

Property 1:
Lot One (1), in Block Two (2), of SUNSET TERRACE, SECTION 4, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 17, Page 4 of the Map Records of Harris County, Texas.

Buyer has signed and delivered this Buyer's Affidavit and Agreement ("Agreement") to and its title insurance underwriter (together, the "Title Company"). Buyer expressly acknowledges, warrants, covenants and agrees that all statements and representations made in this Agreement are true and correct and all statements and representations are within Buyer's personal knowledge. Buyer agrees that Title Company may and will rely upon all statements and representations made to issue an Owner's Policy of Title Insurance ("Owner's Policy") and, when applicable, a Loan Policy of Title Insurance ("Loan Policy"), and to prepare and deliver documents in connection with the closing and financing, if applicable, of the purchase of the Property (together, the "transaction").

GENERAL ACKNOWLEDGMENTS

A. MARITAL STATUS Melissa Strong

___ I have never been married.

___ I am not now married.

___ I am presently married to _____, we married on _____.

X I am not presently married, but have been previously, as stated below:

First marriage to RAYMOND B. STRONG III on 10.2.10, and was terminated by death/divorce dated MAY 2010.

Second marriage to N/A on _____, and was terminated by death/divorce dated _____.

___ I am presently married as stated above and have been previously married as stated below:

First marriage to _____ on _____, and was terminated by death/divorce dated _____.

Second marriage to _____ on _____, and was terminated by death/divorce dated _____.

B. MARITAL STATUS

___ I have never been married.

___ I am not now married.

___ I am presently married to _____, we married on _____.

INITIALS: MWS _____

___ I am not presently married, but have been previously, as stated below:

First marriage to _____ on _____, and was terminated by death/divorce dated _____.

Second marriage to _____ on _____, and was terminated by death/divorce dated _____.

___ I am presently married as stated above and have been previously married as stated below:

First marriage to _____ on _____, and was terminated by death/divorce dated _____.

Second marriage to _____ on _____, and was terminated by death/divorce dated _____.

TAXES AND HOA ACKNOWLEDGEMENTS

A. PRORATIONS:

1. Overview. Buyer has been advised and understands that taxes have been collected or prorated, or both, based on estimated taxes. (The term "taxes" includes property taxes, assessments, homeowner or property owner or condominium assessments, standby fees, and any penalties, interest, costs or expenses arising from a delinquency.) Estimated taxes are often based on the amount of taxes paid in prior years. Buyer understands that these tax estimates are based on information provided to Title Company by others. This information may be provided by a third party tax service company, property management companies, appraisal districts, taxing authorities and their attorneys. This information may not, however, be the most current available. For example, property values and tax rates may change with no notice to the Title Company. The amount or payment of the current year's taxes may be available at the time of closing, but that information may not have been provided to the Title Company. If delinquent taxes are to be paid at closing, information as to the amount owed may change substantially from one month to the next as additional costs and expenses accrue. Unusual taxes (including assessments made by public improvement districts) are occasionally missed by third party tax service companies. Additionally, if the Property has multiple tax account numbers, the estimated taxes may inadvertently omit one or more accounts. Although the Title Company may use the tax information for its own purposes, the Title Company does not and cannot warrant or guaranty the accuracy or completeness of the tax information or the tax estimates derived from that information.

2. Review of Estimated Taxes. Buyer confirms receipt of a copy of the tax certificate furnished by Title Company's tax service company. Buyer acknowledges that Buyer has reviewed the estimated taxes shown on the certificate, and has had the opportunity to conduct an independent investigation into the number and identity of the taxing authorities, the amount of the taxes, and the reasonableness of the estimate. Relying on Buyer's own investigation, Buyer has agreed to use the estimated taxes (as set forth on the settlement statement or closing disclosure) for proration and other purposes. Buyer agrees that if the estimated taxes are later determined to be incorrect, (including the failure to include a tax), any adjustment in the proration of taxes (if required) will be a matter for the Buyer and seller only, and shall be according to the agreement between Buyer and seller. Any adjustment in the proration of taxes (if required) will not involve the Title Company and the Title Company will have no liability to Buyer for any adjustment.

3. Taxes for the Year of Closing. Ordinarily, taxes for the year in which closing occurs will not be paid by Title Company. This may occur for several reasons, including the unavailability of a tax statement. (Tax statements are usually not available until mid to late fall of the tax year.) If the settlement statement/closing disclosure does not clearly indicate Title Company will pay taxes to the taxing authorities for the year in which closing occurs, Buyer must assume taxes for that year will NOT be paid by Title Company. If so, Buyer must independently confirm taxes will be paid before delinquency. This may require that Buyer contact all taxing authorities, obtain tax statements and, to avoid a delinquency, make timely payment directly to the taxing authorities of the amount owing for the entire year, whether or not taxes were prorated between Buyer and seller.

4. Disclaimer of Liability. Buyer acknowledges that any tax information provided to Buyer is delivered without any warranty as to its accuracy or completeness. Title Company will have no liability or responsibility if the tax information is not accurate or is not complete.

B. ADDITIONAL TAXES - AFTER CLOSING

If all or part of the Property is subject to reduced taxes because (i) all or part of the Property was designated as being used for agricultural, timber or open space use, or for some other use that resulted in reduced tax valuation, or (ii) the Property was claimed as wholly or partially exempt from taxation, or (iii) improvements on the Property were not assessed, the Property may be subject to additional or "rollback" taxes. These additional or "rollback taxes may be assessed because of a change in usage or ownership, the disallowance of an exemption, or the later assessment of taxes

on omitted improvements. Buyer understands and agrees that the Owner's Policy will expressly except to: "Subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership". If additional or "rollback" taxes are assessed against all or part of the Property, Buyer agrees it will be a matter for Buyer and seller only according to the agreement between Buyer and seller. Buyer further agrees that if Title Company pays a claim under a Loan Policy as a result of additional or "rollback" taxes, Title Company has the right to reimbursement of the amount paid from either Buyer or seller. Buyer agrees that the person responsible under the agreement between Buyer and seller must reimburse Title Company.

C. PROPERTY TAX RECORDS/EXEMPTIONS

The Title Company is not responsible for notifying the county appraisal district (the "CAD") of changes in ownership, filing exemptions, or any other matter relating to property taxes. Buyer is responsible for notifying, in writing, the CAD of the change in ownership, providing a billing address, and making application for any exemptions or removing exemptions and reduced valuations that are no longer applicable. Buyer understands that the failure to correct the property tax records may result in losing certain rights and remedies. Buyer also agrees to notify, in writing, all homeowner associations, and/or property owner associations of the change in ownership of the property and of Buyer's address for billing purposes. Buyer understands that the failure to give notice may result in the failure to receive tax and assessment notices, including notices of appraised value, tax statements (bills) and assessment statements (bills). If there is a loan, Buyer agrees to provide the CAD with Buyer's lender's name, address and loan number. Buyer understands that any tax exemption requests (i.e. homestead, over 65) must be filed directly with the CAD by Buyer.

D. "SPLITTING-OUT" A TAX ACCOUNT

If the Property was part of a larger tract owned by the seller, the CAD may not yet have assigned a separate tax account number to the Property. If so, after closing Buyer must request that the CAD assign a new tax account number to the Property. This is commonly called "splitting out" the Property sold from the larger tract still owned by the seller. If splitting out is required, Title Company strongly recommends that promptly after closing Buyer contact the CAD and determine how to apply for a split-out and by what date the application must be made. If Buyer does <u>not</u> obtain a split-out for the current year, the taxes for the Property purchased and the tract still owned by the seller will be billed under a single account number. As a result, the tax bill may be sent to the seller or Buyer only. It may also be that, in later years, the seller and Buyer must agree on how to divide the tax bill. It is also possible that, in order to keep the taxes current, Buyer or seller must pay the taxes owing on the others property. Buyer understands there is no title insurance coverage for losses arising from the need for or failure to obtain a split-out.

E. LENDER'S ESCROW ACCOUNT

If this transaction involves a mortgage loan or the assumption of a mortgage loan, the lender may require that Title Company collect and pay to lender certain amounts for the future payment by lender of property taxes and insurance ("escrows"). Buyer acknowledges that lender, not the Title Company, establishes the amount of the tax and insurance escrows and that those amounts may be later adjusted by the lender. Any adjustments in the amount of taxes paid by Buyer to Buyer's lender, or held in escrow by Buyer's lender shall be adjusted between Buyer and the lender, and Title Company shall have no liability or responsibility for any such adjustment.

<u>TAXES/PROPERTY OWNERS ASSOCIATION FEES</u>

If the Property is in a subdivision or condominium project with a property, homeowner's, or condominium association (together, "POA"), the contract between seller and Buyer or applicable law may require delivery to Buyer of documents and information relating to the subdivision, condominium, and/ or POA. The documents and information may include restrictive covenants, the condominium declaration, amendments, other agreements affecting the Property, and a resale certificate. Texas law identifies what information must be included in a valid resale certificate. The POA ordinarily prepares the resale certificate; the Title Company does not. In addition to other information, the resale certificate must identify the frequency and amount of assessments and other fees (together, "POA Fees"). These documents and this information may be very important to Buyer. Buyer acknowledges that the Title Company shall have no liability or responsibility for payment of any taxes or POA Fees, except only to the extent: (i) the settlement statement expressly indicates the Title Company has collected taxes or POA Fees for payment; or (ii) as to the title insurance underwriter only, the title insurance policy insures that the taxes or POA Fees have been paid. The only obligation of after closing with respect to additional or "rollback" and/or delinquent taxes or POA Fees, is to forward a claim on the Owner's Policy to the underwriter issuing the policy, if a claim is made. For its own purposes (including its review of prorations and its determination of the coverage to be offered) Title Company may obtain these documents, including a resale certificate, before closing. Whether or not Title Company orders or obtains a resale certificate, it is not obligated to deliver the resale certificate to any person. Title Company is not a party to the contract between the seller and Buyer and is not obligated to deliver documents or information on behalf of either the seller or the Buyer. If Buyer is interested in the content of the resale certificate Buyer must obtain and review the resale certificate before closing.

TECHNOLOGY FEE:

1. We agree to opt-in to the Qualia Customer Document Repository providing direct access to closing documents post-closing for the Technology Fee of $35.

SURVEY AGREEMENT

A. SURVEY ACKNOWLEDGEMENTS

If Title Company ordered and obtained a survey for the closing, Buyer understands and acknowledges disclosure of and agreement with the following:

1. Title Company ordered the survey as a convenience, and with the understanding and Buyer's agreement that Title Company is not responsible for the content or accuracy of the survey, and on the condition that if any dispute later develops concerning the content or accuracy of the survey, Buyer agrees to look solely to the surveyor, and not to Title Company, for a resolution of that dispute.

2. Buyer agrees to hold Title Company harmless from all claims arising from the survey, including but not limited to all claims that the survey was not timely performed, is inaccurate, incomplete and/or was not paid for.

3. If Title Company reasonably believes the surveyor is presently licensed by the Texas Board of Professional Land Surveyors, Title Company will have fulfilled any duty Title Company had in selection of the surveyor.

4. There are many different types of surveys, some providing more and some providing less information and precision. Title Company orders surveys with the information and precision it considers generally acceptable for title insurance purposes, considering the nature of the transaction. Buyer has had the opportunity to request a survey with more information or greater precision. Buyer has independently reviewed the survey and agrees that it is acceptable.

5. Whether ordered by the Title Company or not, Title Company may evaluate the survey for its own purposes, Title Company is not authorized to and cannot provide advice or guidance in evaluating the survey. Buyer has not relied on Title Company's statements or guidance as to the survey, and Buyer will seek the assistance of a qualified professional if Buyer has questions about the survey

6. Whether ordered by the Title Company or not Buyer understands that matters shown on the survey (for example, easements, rights of way, setback lines, fence encroachments and protrusions) are generally not covered by the Owner's Policy. Buyer is aware of and accepts the following encroachments as shown on the survey: **See Title Commitment, Schedule B**

7. If Buyer received an old survey or a survey prepared for the benefit of a third party (for example, the seller's survey), Buyer has independently evaluated whether Buyer has any recourse against the surveyor if the survey contains errors or omissions.

8. Title Company does not determine whether the Property is located in a special flood hazard area. Title Company does not determine whether or not Buyer should purchase flood insurance. Buyer agrees to seek the assistance of a qualified professional if Buyer has questions about the risk of flooding or the availability of flood insurance.

B. SURVEY INSTRUCTIONS

Buyer instructs the Title Company to proceed as follows:

[✓] I requested and have received a new survey.

[ ] I choose to proceed with a prior survey, and I am in possession of a copy of that survey.

[ ] I choose to buy this property and close **without** the benefit of a survey.

C. OPTION TO PURCHASE AREA BOUNDARY AND ENCROACHMENT COVERAGE (Note: Title Company must have received a survey to purchaser this optional coverage)

If an acceptable survey of the Property is not provided to the Title Company, the Owner's Policy will contain the standard exception to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements." This exception to coverage is the "Boundary" exception. However, if an acceptable survey is provided to the Title Company and Purchaser agrees to pay an additional premium, the Boundary exception will be amended so that the exception is limited to "shortages in area" only. For Policy Form T-1R,

the additional premium is 5% of the Owner Policy premium. For Policy Form T-1, the additional premium is 15% of the Owner Policy premium. Title Company's amendment of the Boundary exception does not limit its right to include additional exceptions for matters disclosed by the survey and for other matters that appear in the real property records. There will be no coverage for matters set forth as exceptions in Schedule B of the Owner's policy.

Buyer instructs the Title Company to proceed as follows (***Check one box***):

[✓] I request that Title Company provide the Boundary Coverage (subject to exceptions in Schedule B) and agree to pay the additional premium for that coverage.

[ ] I decline the offer of the Boundary Coverage and understand my Owner's Policy will contain the standard exception to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."

CLOSING ACKNOWLEDGEMENTS

A. WAIVER OF INSPECTION

Buyer waives an on-site inspection of the Property by Title Company and agrees that the Owner's Policy will contain the following exception to coverage: "rights of parties in possession." Buyer understands that with this exception to coverage the Owner's Policy does not insure against the rights of any persons now in possession of all or part of the Property, and does not insure against the rights of those persons by or through whom any persons possess all or part of the Property. As used in the Owner's Policy, "possession" includes visible evidence of occupancy or use of the Property, including the use of roads or easements. Buyer understands that Buyer may be required to obtain possession of the Property from the current occupants, if any. Buyer has either inspected the Property or agreed to accept the risks arising from not inspecting the Property. The exception to coverage in the Owner's Policy to "rights of parties in possession" will not apply if, and only if, Buyer has made a written request for inspection, Buyer has paid the reasonable and actual cost of inspection, and Title Company has inspected the Property and found it vacant with no evidence of possession by third parties. Buyer understands that any such inspection by Title Company is for the benefit of Title Company only and is for the limited purpose of determining whether the Owner's Policy will, or will not, insure against the rights of persons who may now be in possession of the Property. Title Company has the right to except from coverage all matters revealed by the inspection. **Title Company does not inspect for and has no responsibility for the suitability or physical condition of or damage to the Property. The Owner's Policy insures title only. The Owner's Policy does not insure against any defect in the physical condition of the Property.**

B. LENDER REQUIREMENTS AND DISCLOSURES (LOANS)

If this transaction involves a mortgage loan or the assumption of a loan, Buyer acknowledges awareness of the terms of the loan documents, including the Deed of Trust. Buyer understands Title Company may take instructions from the lender providing the mortgage loan, and that the lender may refuse to fund this transaction if the Property and/or Buyer fail to comply with the lender's requirements. Buyer releases Title Company from any liability or loss (including loss of the Property) arising from: (a) the lender's refusal to fund the loan; and (b) the terms of the loan documents, including but not limited to the Deed of Trust.

C. NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING STATEMENT

1. Title Company is not a mortgage lender, mortgage banker or mortgage broker/loan officer. Nonetheless, in the public interest, and, in particular as to loans subject to Section 343.105 of the Texas Finance Code, Title Company makes the following disclosures:

   WARNING: Intentionally or knowingly making a materially false or misleading statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, of the Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed $10,000.

   Buyer has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain a mortgage loan. If Buyer has applied for a mortgage loan, Buyer represents that all statements and representations contained in Buyer's written loan application, including any statements or representations regarding my/our **identity, employment, annual income, and intent to occupy the residential real property** secured by the mortgage loan (if such statements were made), are true and correct as of the date of loan closing.

2. <u>**Notice of Obligation To Report Fraudulent Activities**</u>. If a person determines or reasonably suspects that fraudulent activity has been committed or is about to be committed, the law

requires that the person report the information to an authorized governmental agency. One such authorized governmental agency is:

Texas Department of Savings and Mortgage Lending
2601 N. Lamar Blvd., Ste. 201
Austin, Texas 78705
Toll Free Consumer Hotline: 1 (877) 276-5550
Main Number: (512) 475-1350
Email: smlinfo@sml.texas.gov Website: www.sml.texas.gov

NOTICE: THE TERMS OF THIS AGREEMENT ARE IMPORTANT. THIS AGREEMENT AFFECTS THE TITLE INSURANCE COVERAGE PROVIDED, IT DISCLOSES IMPORTANT INFORMATION, AND IT CONTAINS IMPORTANT AGREEMENTS AND REPRESENTATIONS. BUYER CONFIRMS HAVING CAREFULLY READ, CONSIDERED AND, WHERE APPLICABLE, COMPLETED ALL THE ABOVE.

D. SELLER DISCLOSURES

Buyer understands that, under Texas law, it is the seller's responsibility (not the Title Company's) to give certain disclosures if the Property is located in one or more special districts. If the Property is a residence, the contract between Buyer and the seller probably discloses that the Property may be in one or more special districts. The disclosures apply to property in special districts that have the power to impose assessments similar to property taxes. These special districts include but are not limited to Municipal Utility Districts, Drainage Districts, and/or Public Improvement Districts. Title Company may also disclose that the Property is in a special district. Any such disclosure by the Title Company is provided as a courtesy only. Buyer may want to consult with the seller to determine what special districts, if any, the Property is located within. If, as a courtesy, Title Company provides a disclosure for a special district, the giving of that disclosure is not a representation the Property is located only in that one special district. The Property may also be located in another special district. It is sometimes difficult to determine whether property is located within a special district.

E. POSSIBLE PLATTING REQUIREMENTS

If the Property is part of a larger parcel of real property owned by the seller, the sale may be considered a subdivision of real property. A subdivision may require governmental approval and the filing of a plat, replat or amended plat. The failure to obtain governmental approval and file a plat, replat or amended plat may cause difficulties, including the denial of building permits and/or the inability to connect to utilities. These same problems may arise if a previous sale did not comply with the laws regulating the subdivision of real property. The Owner's Policy does not insure against these risks. Title Company does not and cannot provide advice or counseling as to legal matters, including whether or not a subdivision requires governmental approval.

F. INVOLUNTARY LIENS

Title Company has NOT performed a full search of the real property records with reference to possible tax liens, judgments, or other involuntary liens which may have been filed against the Buyer. Buyer understands that such involuntary liens (if any) may need to be released prior to the resale or subsequent mortgaging of the Property.

G. CLOSE INTO ESCROW

1. Buyer understands that the Title Company has closed into escrow pending execution and delivery of all closing documents, receipt of all required funds, and satisfaction of any conditions, including the following:

   - Delivery of good funds from Buyer
   - Delivery of documents signed by Buyer/borrower/seller
   - Other:_____

   - If Applicable:
     - ☐ Delivery of good funds by lender
     - ☐ Lender's approval of closing documents
     - ☐ Delivery of good funds by seller
     - ☐ Borrower has met all lender requirements
     - ☐ Three Day Right of Rescission (construction financing)

2. Buyer agrees that until such time as Title Company notifies the Buyer that all required documents and good funds have been received, the Buyer acknowledges that the referenced transaction is not consummated, and title to the real property has not been conveyed.

3. Title Company makes no representations and bears no liability with regard to possession of subject property.

H. DOCUMENT REVIEW AND CORRECTION DOCUMENTS

Buyer agrees to cooperate with Title Company after closing and sign any additional documents (including documents mistakenly omitted and correction documents) as may be necessary to correct errors, or complete or clarify information. Title Company cannot prepare legal documents that transfer ownership or create or release liens. If Buyer, seller, or lender has not arranged for the preparation of a legal document required for closing, as a convenience to the parties, Title Company may order a warranty deed or other legal document from a licensed attorney. The attorney representing Title Company will be asked to prepare a standard legal document. Such legal documents do not address issues such as survivorship, ownership in unequal shares, and mineral (oil and gas) reservations. At or before closing, Buyer agrees to review any such legal document, especially a deed, to confirm the document conforms to Buyer's expectations. If Buyer is in doubt as to whether a legal document will have the desired effect, Buyer agrees to notify Title Company immediately and consult with independent legal counsel.

I. SHORTAGES IN AMOUNTS COLLECTED BY TITLE COMPANY

If (a) information used by Title Company to calculate amounts to be collected or paid in connection with this transaction is later found to be inaccurate or incomplete, or (b) the calculations used by Title Company are later found to be inaccurate and, as a consequence of (a) or (b), additional amounts must be collected or paid, Buyer agrees to pay to Title Company any additional amounts owed by Buyer after Title Company corrects the inaccurate information or calculation and/or obtains the complete information. Buyer authorizes Title Company to deduct any such additional amounts from the funds held by Title Company on behalf of Buyer.

TITLE COMMITMENT AND TITLE POLICY

A. TITLE COMMITMENT

1. Buyer acknowledges prior receipt, either directly or through Buyer's agent, of the Commitment for Title Insurance ("Commitment").

2. The Commitment is not a title report, a title opinion, or a representation as to the status of title. The Commitment is, instead, a description of the title insurance coverage to be included in the Owner's Policy. That coverage is contingent on compliance by Buyer and/or seller with all the terms and conditions in the Commitment. Buyer acknowledges receipt of (or the offer of) a copy of all the documents described in Schedule B (including but not limited to a copy of recorded restrictions and easements) and Schedule C of the Commitment. Buyer agrees to assume all these matters affect the Property. Buyer acknowledges that the Owner's Policy will be subject to the standard printed terms, stipulations and the exceptions contained in the Commitment. Buyer acknowledges that if a matter shown on Schedule C of the Commitment is not addressed at or prior to closing, Buyer will not have title insurance coverage for that matter. If Buyer has questions or concerns about the matters shown on Schedules B or C, Buyer is advised to consult an attorney or other real estate professional. Buyer understands Title Company cannot provide advice or counseling on legal matters or on the merits of the transaction, including whether or not the Property is suitable for Buyer's intended use.

3. The escrow officer ("closer") has been trained in the field of closing practices, but the escrow officer (and any assistant) cannot answer questions about title to the Property. The escrow officer or escrow assistant will deliver the Commitment and, if asked, will respond to requests for changes to the Commitment. The response will only reflect Title Company's decision whether or not to provide the requested title insurance coverage - the response must not be understood to be an opinion concerning title. Title Company's employees and agents (including its title examiners) do not give, and are not authorized to give, opinions as to title. Buyer confirms that Buyer has not relied upon any representation by Title Company, its employees, or its agents concerning title to the Property.

B. TITLE POLICY

Title Company is authorized to issue an Owner's Policy to Buyer covering the Property, subject to all terms, conditions, exceptions and exclusions of the Owner's Policy.

CLOSING DOCUMENTS

A. RECEIPT OF SETTLEMENT STATEMENT

Buyer acknowledges receipt and examination of the settlement statement. Buyer accepts the amounts shown on the settlement statement as accurate or acceptable and authorizes all payments shown on the settlement statement, including without limitation any and all prorations and disbursements. Buyer will have no claim whatsoever against Title Company for making the payments shown on the settlement statement.

OTHER AGREEMENTS AND WARRANTIES

1. Buyer agrees to indemnify and defend Title Company from and against any and all claims, demands, or causes of action, and any costs and expenses (including reasonable attorney's fees) arising from or connected with, directly or indirectly, (a) the falsity or inaccuracy of Buyer's statements and representations in this Agreement; and (b) Buyer's failure to comply with Buyer's obligations under this Agreement.

2. Buyer acknowledges that Title Company's role in closing this transaction is to act as a neutral third party. Title Company cannot provide advice or counseling on legal matters or on the merits of the transaction.

3. Home Warranties. If Buyer is purchasing a residence, Buyer has the option to purchase a residential service contract - sometimes referred to as a home warranty. The contract between Buyer and seller may provide that seller will reimburse Buyer for all or part of the cost of the residential service contract. Whether or not the contract between Buyer and seller provides for reimbursement, it is Buyer's responsibility to select the residential service contract and confirm that the cost of the contract and the amount of reimbursement, if any, appears on the settlement statement/closing disclosure. If at Buyer's request or at the request of Buyer's real estate agent, Title Company orders a residential service contract, Title Company does so as a courtesy only. Title Company is not contractually obligated to order or obtain a residential service contract on Buyer's behalf. If a written request (identifying the warranty company and particular policy) is not made in writing at least five (5) days in advance of closing, Title Company may not have time to order the residential service contract. If Buyer desires a residential service contract, Buyer agrees it is Buyer's responsibility to obtain written confirmation, either before or at closing, that the residential service contract has been or will be ordered and will contain the desired terms. Title Company has no obligation to perform under any residential service contract. Title Company makes no representation or warranty as to the adequacy of any residential service contract or as to the performance of the provider of any residential service contract. If a residential service contract was requested but Buyer does not receive the contract within 10 days after closing, Buyer agrees to confirm directly with the provider of the residential service contract that the contract was ordered and that appropriate documentation will be delivered to Buyer.

4. Upon request by a real estate broker or agent representing a party to the transaction, Buyer agrees Title Company may deliver to the broker or agent a copy of the documents Buyer signed at closing, but not those documents containing Buyer's social security, driver's license number and or passport number.

5. The terms of this Agreement survive the closing and funding of the transaction described and will not be merged therein. This Agreement is binding upon Buyer and Buyer's heirs, personal representatives, successors, assigns, and beneficiaries. The releases and indemnities given herein benefit and are enforceable by Title Company's officers, managers, employees, agents, attorneys, successors, and assigns.

6. If Buyer is a natural person, Buyer is over the age of 18 years and legally competent to enter into this Agreement. If Buyer consists of more than one person, the term "Buyer" includes the singular and the plural (and vice versa) as the context requires.

7. If Buyer is an entity (such as a corporation, partnership, limited liability company, or association), the person signing on behalf of Buyer individually warrants and represents that: (a) the person signing is the duly authorized representative of Buyer; (b) all factual statements above are true and correct; (c) all agreements and terms and conditions of this Agreement are binding on Buyer; and (d) Buyer has met all legal requirements to operate as an entity and is in good standing under all applicable laws.

WITNESS my hand this the 4th day of March, 2020.

Melissa Strong

Sworn to and subscribed before me, by the said Melissa Strong this the 4th day of March, 2020.

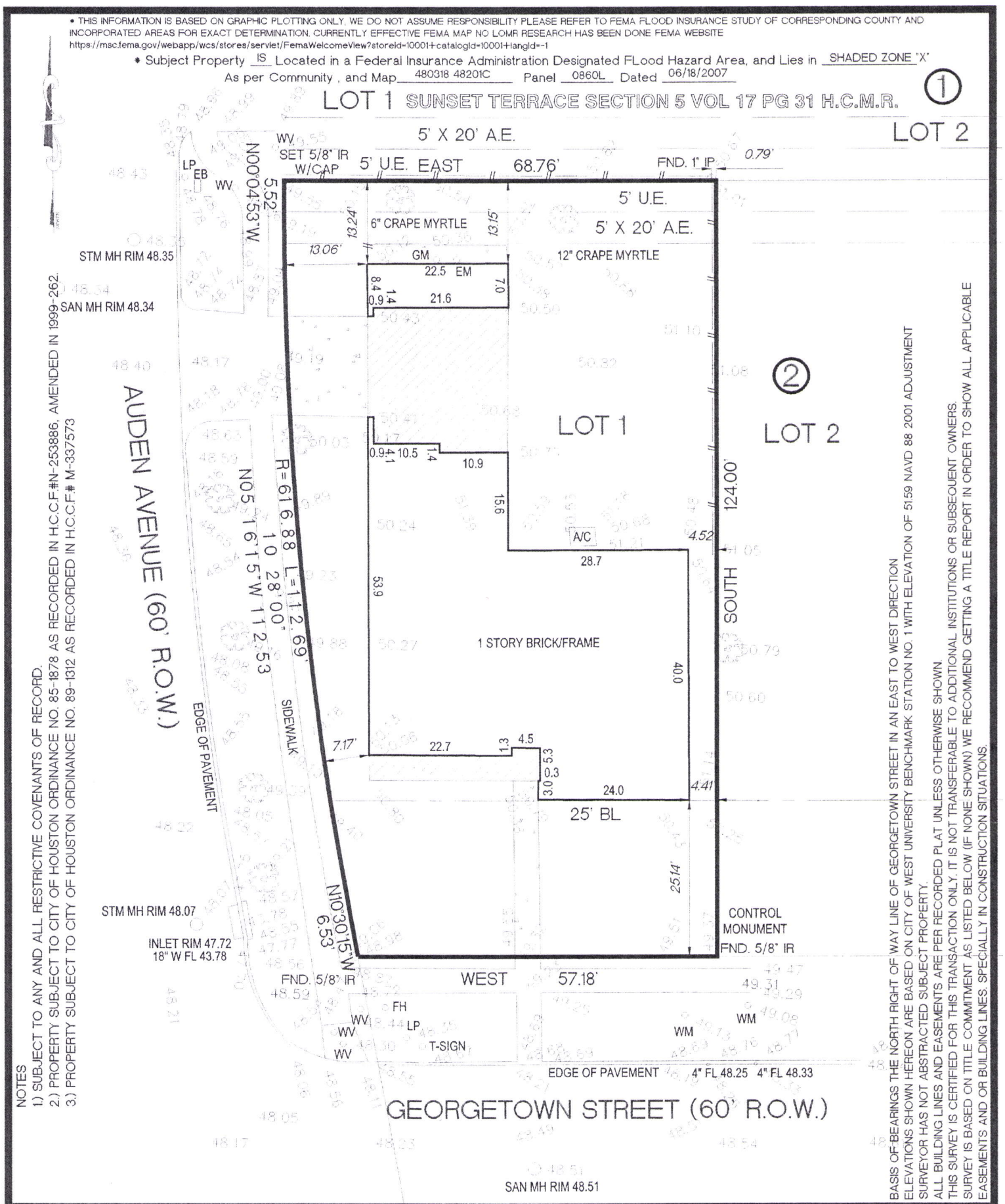
ERNESTO KAREL GARCIA
Notary Public, State of Texas
Comm. Expires 10-12-2021
Notary ID 13131469-2

Notary Public, State of Texas

INITIALS:

• THIS INFORMATION IS BASED ON GRAPHIC PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY PLEASE REFER TO FEMA FLOOD INSURANCE STUDY OF CORRESPONDING COUNTY AND INCORPORATED AREAS FOR EXACT DETERMINATION. CURRENTLY EFFECTIVE FEMA MAP NO LOMR RESEARCH HAS BEEN DONE FEMA WEBSITE
https://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001+catalogId=10001+langId=-1

• Subject Property IS Located in a Federal Insurance Administration Designated FLood Hazard Area, and Lies in SHADED ZONE "X"
As per Community , and Map 480318 48201C Panel 0860L Dated 06/18/2007



NOTES
1.) SUBJECT TO ANY AND ALL RESTRICTIVE COVENANTS OF RECORD.
2.) PROPERTY SUBJECT TO CITY OF HOUSTON ORDINANCE NO. 85-1878 AS RECORDED IN H.C.C.F.#N-253886, AMENDED IN 1999-262.
3.) PROPERTY SUBJECT TO CITY OF HOUSTON ORDINANCE NO. 89-1312 AS RECORDED IN H.C.C.F.# M-337573

BASIS OF BEARINGS THE NORTH RIGHT OF WAY LINE OF GEORGETOWN STREET IN AN EAST TO WEST DIRECTION
ELEVATIONS SHOWN HEREON ARE BASED ON CITY OF WEST UNIVERSITY BENCHMARK STATION NO. 1 WITH ELEVATION OF 51.59 NAVD 88 2001 ADJUSTMENT
SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY.
ALL BUILDING LINES AND EASEMENTS ARE PER RECORDED PLAT UNLESS OTHERWISE SHOWN.
THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
SURVEY IS BASED ON TITLE COMMITMENT AS LISTED BELOW (IF NONE SHOWN) WE RECOMMEND GETTING A TITLE REPORT IN ORDER TO SHOW ALL APPLICABLE EASEMENTS AND OR BUILDING LINES. SPECIALLY IN CONSTRUCTION SITUATIONS.

LOT	BLOCK	SUBDIVISION	SECTION
1	2	SUNSET TERRACE	4

COUNTY	STATE	RECORDED	SURVEY: -	SCALE: 1"= 20'
HARRIS	TEXAS	VOLUME 17 PAGE 4 H.C.M.R.	ADDRESS	
OWNER	DRISKILL LORINDA ELIZABETH		3782 GEORGETOWN STREET, HOUSTON TEXAS 77005	

SURVEYOR
MOMENTUM
ENGINEERING+SURVEYING
12651 BRIAR FOREST, SUITE 350
HOUSTON, TEXAS 77077
(TEL) 281-741-1998 (FAX) 281-741-2068
E-MAIL GPRIDA@MSN.COM
TX. REG. NO. 10109600

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

MAY 29 2020

GILBERT PRIDA
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5662

STATE OF TEXAS REGISTERED GILBERT PRIDA 5662 PROFESSIONAL LAND SURVEYOR

	DATED	BY
FIELD WORK	02/10/2020	AS
DRAFTING	05/29/2020	GP
KEY MAP	532A	

MORT. CO.	
TITLE CO.	
G.F. NO.	
JOB NO.	2020-02007

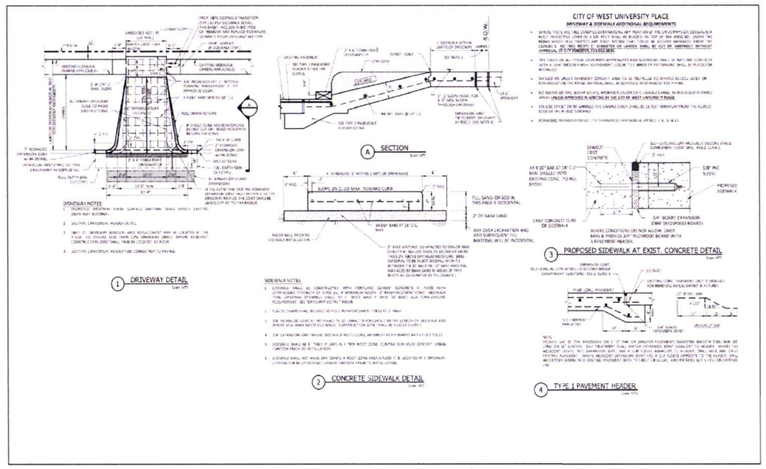
C U S I M A N O A R C H I T E C T

kelly@cusimano-architect.com 4511 Nett Street, Houston, Texas 77007 832.465.0419

This site presents similar conditions to our project site and uses the same solution we are proposing.

NEIGHBORHOOD PRECEDENT - 3834 UNIVERSITY BLVD

3782 Georgetown



City of West University Place, Texas

HDR

Standard Driveway and Sidewalk Details

RELATION OF SPECIFICATIONS AND DRAWINGS

THE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY AND HAVE EQUAL AUTHORITY AND PRIORITY. SHOULD THEY DISAGREE IN THEMSELVES, OR WITH EACH OTHER, BASE THE BIDS ON THE MOST EXPENSIVE COMBINATION OF QUALITY AND QUANTITY OF WORK INDICATED. THE ARCHITECT WILL CLARIFY THE PROJECT REQUIREMENTS IN THE EVENT OF THE ABOVE MENTIONED DISCREPANCIES.

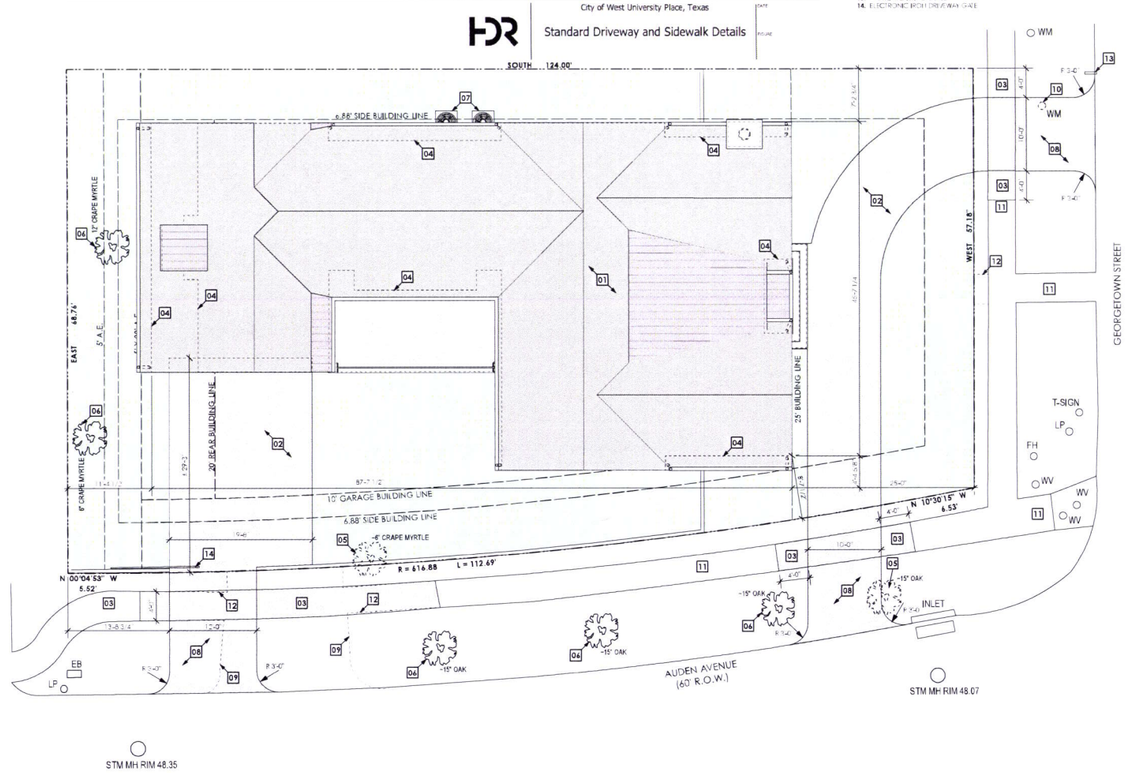
01. DRAWINGS SHALL NOT BE SCALED.
02. LARGE SCALE DETAILS TAKE PRECEDENCE OVER SMALLER SCALE DETAILS.
03. ARCHITECTURAL DRAWINGS TAKE PRECEDENCE IN REGARD TO DIMENSIONS, WHEN IN CONFLICT WITH MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL DRAWINGS, EXCEPT FOR THE SIZE OF THE STRUCTURAL MEMBERS.
04. ANY CALLS FOR DIMENSIONAL ALIGNMENT TAKE PRECEDENCE OVER ANY CONFLICTING NON-PHYSICAL DIMENSIONS. NOTIFY ARCHITECT OF ANY CONFLICTS.
05. SPECIFICALLY NOTED DRAWINGS TAKE PRECEDENCE OVER INDICATIONS OF THE ITEM IN A COLLATERAL WAY.
06. IN RENOVATION AND ADDITION WORK, EXISTING CONDITIONS TAKE PRECEDENCE OVER DRAWING DIMENSIONS.
07. ALL DETAILS SUGGESTING MEANS AND METHODS OF CONSTRUCTION ILLUSTRATE ARCHITECTURAL INTENT ONLY. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION AND SHALL ENSURE ALL EXECUTED WORK MEETS LOCAL BUILDING CODES. IF THE GENERAL CONTRACTOR IS CONVINCED OF A DISCREPANCY BETWEEN THE ARCHITECTURAL DETAILS IN THE CONSTRUCTION SET OF DRAWINGS, IT IS THE GENERAL CONTRACTORS RESPONSIBILITY TO NOTIFY THE ARCHITECT PRIOR TO CONSTRUCTION.

GENERAL NOTES

01. PROJECT DESIGN AND CONSTRUCTION SHALL BEIN ACCORDANCE WITH THE WEST UNIVERSITY AMENDED 2018 IRC, 2018 IECC, AND THE 2017 NEC.
02. THE SITE PLAN WAS PREPARED BY MOMENTUM ENGINEERING & SURVEYING, DATED FEBRUARY 12, 2020.
03. PLUMBING VENTS ARE TO BE GATHERED WHERE POSSIBLE AND LOCATED OUT OF VIEW FROM STREET.
04. ALL WATER HEATER AND FURNACE FLUES SHALL BE LOCATED OUT OF VIEW FROM STREET.

KEYED NOTES

01. NEW TWO STORY BRICK & FRAME HOUSE
02. NEW CONCRETE DRIVEWAY
03. NEW CONCRETE SIDEWALK TO BE BUILT AS PER CITY OF WEST UNIVERSITY "STANDARD DRIVEWAY AND SIDEWALK" DETAILS DOCUMENT
04. DASHED LINE INDICATES STRUCTURE BELOW
05. EXISTING TREE TO BE REMOVED
06. EXISTING TREE TO REMAIN - PROVIDE TREE PROTECTION
07. A/C UNITS
08. NEW CONCRETE DRIVEWAY TO BE BUILT AS PER CITY OF WEST UNIVERSITY "STANDARD DRIVEWAY AND SIDEWALK" DETAILS DOCUMENT
09. DASHED LINE INDICATES EXISTING DRIVEWAY TO BE REMOVED
10. WATER METER TO BE MOVED
11. EXISTING UTILITY POLE TO REMAIN
12. DASHED LINE INDICATES EXISTING SIDEWALK TO BE REMOVED
13. APPROX. EXISTING OUTLET
14. ELECTRIC METER FOR DRIVEWAY GATE



N 01 SITE PLAN
SCALE: 1/8" = 1'-0"

LEGAL DESCRIPTION

LOT 1, BLOCK 2 OF SUNSET TERRACE SECTION 4, A SUBDIVISION OF HARRIS COUNTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 4 H.C.M.R., OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

CONTRACTOR: DAVID JAMES CUSTOM BUILDER
4117 FERRY DR, HOUSTON, TX 77005
CONTACT: DAVID FALLWORE - 713-419-3488

PERTINENT CODE AND ORDINANCES

I. CODES AND ORDINANCES
A. INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH LOCAL AMENDMENTS
B. INTERNATIONAL PLUMBING CODE, 2018 EDITION WITH LOCAL AMENDMENTS
C. INTERNATIONAL MECHANICAL CODE, 2018 EDITION WITH LOCAL AMENDMENTS
D. INTERNATIONAL FUEL GAS CODE, 2018 EDITION WITH LOCAL AMENDMENTS
E. NATIONAL ELECTRIC CODE, 2017 EDITION, WITH LOCAL AMENDMENTS
F. TEXAS REGULATIONS, APPROVED ACCESSIBILITY CODES OF ORDINANCES
G. TECHNICAL CODES, APPENDIX-C
H. CHAPTER 18, BUILDINGS AND DEVELOPMENT
I. CHAPTER 06, ELECTRICAL AND ALARM SYSTEMS
J. CHAPTER 10, PLUMBING, GAS AND SOLAR ENERGY
K. CHAPTER 13, STREET AREAS AND PUBLIC PLACES
L. CHAPTER 82, URBAN FOREST PRESERVATION AND ENHANCEMENT
M. INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION
N. INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, WITH LOCAL AMENDMENTS
IMPORTANT NOTE: ALL SETBACKS ARE MEASURED FROM THE FINISH SURFACE, NOT THE FOUNDATION. SEE FORMAL DECISION OF THE ADMINISTRATIVE OFFICIAL TO CHECK SUBDIVISION.

II. INTERNATIONAL RESIDENTIAL CODE SECTIONS
A. ENERGY – SECTION N1101.7
B. FIREPLACES – CHAPTER 10
C. CEILING HEIGHTS – SECTION R305.1
D. DRAINING HALLWAYS LOCATIONS – SECTION R308.4

III. MISCELLANEOUS INFORMATION
A. WALLS WITH DRAINWATER AND VENT SHALL BE 2 X 6 LUMBER. FRAMING AND BRACING STANDARDS TO BE FOLLOWED.
B. NO SPLICE OF ROOF LUMBER FOR SLOPE, JOIST AND RAFTERS.
C. FALL PROTECTION – FOR DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 72 INCHES (1829 MM) ABOVE THE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF THE WINDOW SHALL BE A MINIMUM OF 24 INCHES (610 MM) ABOVE THE FINISHED FLOOR OF THE ROOM IN WHICH THE WINDOW IS LOCATED.
D. TIE-OUT CORRIDOR NOT ALLOWED.
E. FIREPLACE IS ALLOWED PER LOCAL AMENDMENTS. FIREPLACE WITH FIREPLACE FRONT AND FLAT FRONTS ONLY.
F. WATER LINES LOCATED UNDER THE SLAB SHALL BE SLEEVED WITH ONE CONTINUOUS SLEEVE 0.025 INCH TERMINATING 6 INCHES ABOVE SLAB.
G. SCHEDULE 80 PVC ALTERNATE MAY BE USED FOR WATER DISTRIBUTION OUTSIDE UNDERGROUND ONLY.
H. IN BLOCK OWNER'S BUILDING SEWERS AND SEWER LINES MUST BE SCHEDULE 40 PVC (ASTM 2665).
I. FENCES REQUIRE A SEPARATE PERMIT.
J. POOLS REQUIRED A SEPARATE PERMIT.
K. SIDEWALKS, DRIVEWAYS AND APPROACHES REQUIRE A SEPARATE PERMIT.
L. PROVIDE AT LEAST ONE EQUALIZED TEE AT THE FRONT WALL.
M. THE REMOVAL, DAMAGE OR DEATH OF ANY LARGE TREE IS EXCEPT AS AUTHORIZED BY AN APPROVED TREE DISPOSITION TRIAL EXPERT CHIEFTAIN.
N. COPPER WIRING ONLY, NO 12 WITH GROUND IS THE SMALLEST WIRING ALLOWED.
O. A SINGLE EXTERIOR WALL DISCONNECT IS REQUIRED. AS CLOSE AS POSSIBLE TO THE METER, AND A METER MINIMUM.
P. IN ADDITION TO TREE PROTECTION, SITE SHALL BE ENCLOSED WITH A TEMPORARY FENCE WITH A MINIMUM HEIGHT OF 4 FEET ON SIDES, REAR, AND 10% OF FRONT YARD.

FRAMED AREA CALCULATIONS:

INTERIOR SPACE

FIRST FLOOR	2,231 SQ. FT.
SECOND FLOOR	2,839 SQ. FT.
TOTAL	**5,070 SQ. FT.**

EXTERIOR SPACE

ENTRY	396 SQ. FT.
OUTDOOR LIVING	302 SQ. FT.
GARAGE	480 SQ. FT.
TOTAL	**1,178 SQ. FT.**
TOTAL FRAMED AREA	**6,248 SQ. FT.**
TOTAL LOT AREA	**8,069 SQ. FT.**
FRAMED AREA % (80% MAX.)	**77.43%**

OPEN AND PERVIOUS AREA CALCULATIONS:

LOT COVERAGE

TOTAL LOT AREA		8,068 SQ. FT.
HOUSE FOOTPRINT		3,043 SQ. FT.
OUTDOOR LIVING FOOTPRINT		302 SQ. FT.
FRONT PORCH		49 SQ. FT.
DRIVEWAY, WALK AND A/C PADS		1,275 SQ. FT.
PERCENTAGE COVERED AREA	**(MAX. 60% 4,841SF)**	**42.25%**
PERCENTAGE OPEN AREA	**(MIN. 40% 3,227SF)**	**57.75%**
PERCENTAGE IMPERVIOUS	**(MAX. 50% 4,034SF)**	**57.41%**
PERCENTAGE PERVIOUS	**(MIN. 24% 1,934SF)**	**42.59%**

FRONT YARD

TOTAL FRONT YARD AREA (25' X 91'-7")	1,487 SQ. FT.
DRIVEWAY	608 SQ. FT.
PERCENTAGE COVERED AREA	**00.00%**
PERCENTAGE OPEN AREA (MIN. 60% 892.2 SF)	**100.00%**
PERCENTAGE IMPERVIOUS	**24.75%**
PERCENTAGE PERVIOUS	**75.25%**

BACK YARD

TOTAL BACK YARD AREA (93' X 66'-4")	1,374 SQ. FT.
HOUSE, A/C PADS, AND DRIVEWAY	667 SQ. FT.
(TOTAL IMPERVIOUS AREA)	(346 SQ. FT.)
PERCENTAGE COVERED AREA	**25.18%**
PERCENTAGE OPEN AREA (MIN. 60% 824.4SF)	**74.82%**
PERCENTAGE IMPERVIOUS	**37.63%**
PERCENTAGE PERVIOUS	**62.37%**

INDEX OF DRAWINGS

A1.0 SITE PLAN
A2.1 FIRST FLOOR PLAN
A2.2 SECOND FLOOR PLAN
A2.3 ROOF PLAN
A2.4 SLAB PLAN
A3.0 EXTERIOR ELEVATIONS
A3.1 EXTERIOR ELEVATIONS
A4.0 BUILDING SECTIONS
A4.1 BUILDING SECTIONS
A4.2 BUILDING SECTIONS
A4.3 BUILDING SECTIONS
A7.0 EXTERIOR DETAILS
A8.0 STAIR DETAILS
E1.0 FIRST FLOOR ELECTRICAL PLAN
E1.1 SECOND FLOOR ELECTRICAL PLAN

CUSIMANO ARCHITECT
Kelly Gh Cusimano, AIA 832.465.0419 kelly@cusimano-architect.com

3782 GEORGETOWN STREET

PROJECT:
NEW HOUSE FOR
MELISSA STRONG
3782 GEORGETOWN STREET
HOUSTON, TX 77005

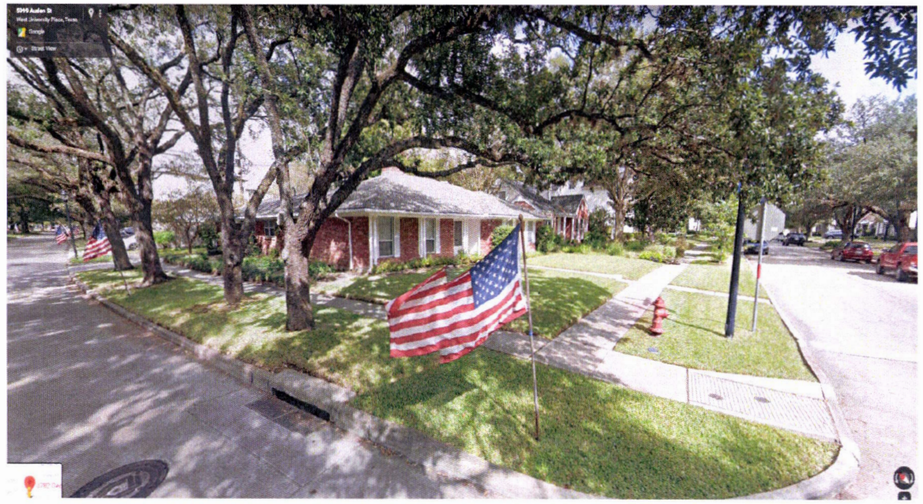
ISSUED:
For West U ZBA Review
04 June 2020

NOT FOR CONSTRUCTION

A1.0

C U S I M A N O A R C H I T E C T

kelly@cusimano-architect.com 4511 Nett Street, Houston, Texas 77007 832.465.0419



SITE IMAGES

3782 Georgetown

The City of West University Place

A Neighborhood City

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 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 **June 25, 2020.** The hearing may be recessed and continued to a ZBA meeting set to begin at **6:30 p.m.** on **July 23, 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:	**3782 Georgetown St., Houston, TX 77005**
Legal Description:	**Lot 1, Block 2 of Sunset Terrace Sec. 4, Harris County**
Docket Number:	**2020-0004**
Applicant:	**Melissa Strong**
Action Requested:	**Special exception to Appendix A – Table 7-5a, Note 5. Requesting an additional curb cut in the side yard (setback) to create a semi-circular driveway in the side yard (setback).**

Additional Details: The applicant plans on constructing a side street with a driveway in the side yard (setback). The ordinance authorizes one curb cut per building site. ZBA can authorize additional curb cuts per Note 5 of Table 7-5a. The applicant would like to create a semi-circular driveway in the side yard setback.

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 City Planner 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 June 12, 2020.

cchew@westutx.gov **713-662-5830**

STRONG MELISSA
3805 COLERIDGE
(C/0 3782 GEORGETOWN)
HOUSTON TX 77005

WATOWICH STANLEY J & STEPHANIE S
3778 GEORGETOWN ST
HOUSTON TX 77005-2822

CURRENT OWNER
3775 GEORGETOWN ST
HOUSTON TX 77005-2822

LANE ROBERT LAWRENCE & DONNA
3770 GEORGETOWN ST
HOUSTON TX 77005-2822

MCWHORTER JOHN T
3766 GEORGETOWN ST
HOUSTON TX 77005-282

OU RICHARD & SOPHIA
3767 GEORGETOWN ST
HOUSTON TX 77005-2821

HARDEE ERIC & LISA
3771 GEORGETOWN ST
HOUSTON TX 77005-2821

UFFELMAN BRIAN L & SANDRA
3775 GEORGETOWN ST
HOUSTON 77005-2821

CURRENT OWNER
3514 AMHERST ST
(C/o 3779 GEORGETOWN)
HOUSTON TX 77005-3338

PAGET SCOTT L & CATHERINE R
3781 GEORGETOWN ST
HOUSTON TXX 77005-2821

LEE HEDY
3772 RICE BLVD
HOUSTON TX 77005-2824

CURRENT OWNER
3768 RICE BLVD
HOUSTON TX 77005-2824

BATCHELOR JOSHUA & DANIELLE
3764 RICE BLVD
HOUSTON TX 77005-2824

BUCKNER ALAN & LAURA
3781 PLUMB ST
HOUSTON TX 77005-2809

KRONZER WALTER J III & KATHRYN
3777 PLUMB ST
HOUSTON TX 77005

BRISCH MICHAEL & KAREN
3773 PLUMB ST
HOUSTON TX 77005-2809

MCCARTNEY JAMES W
3769 PLUMB ST
HOUSTON TX 77005-2809

BROOKS MARK WALLACE
3765 PLUMB ST
HOUSTON TX 77005-2809

SLUSKY ELLIOT S & SHARON
3782 PLUMB ST
HOUSTON TX 77005-2810

CANGELOSI INNOCENT
3778 PLUMB ST
HOUSTON TX 77005-2810

BOTTECELLI PAULA
% PAULA BOTTECELLI REVOCABLE TRUST
3774 PLUMB ST
HOUSTON TX 77005-2810

MORGAN CHRISTOPHER K & KATHLEEN
3770 PLUMB ST
HOUSTON TX 77005-2810

CRIPE MICHAEL R
6012 AUDEN ST
HOUSTON TX 77005-2812

SMITH WILLIAM CREIGHTON DR & CRISTINA
6008 AUDEN ST
HOUSTON TX 77005

SMITH WILLIAM CREIGHTON & CRISTINA
6004 AUDEN ST
HOUSTON TX 77005

CURRENT OWNER
5940 AUDEN ST
HOUSTON TX 77005

CHAVEZ ANTHONY & PAULETTE
5936 AUDEN ST
HOUSTON TX 77005-2806

MARAGOS GISELE & SPYROS A
5932 AUDEN ST
HOUSTON TX 77005-2806

WRAY TARA & CURTIS
5928 AUDEN ST
HOUSTON TX 77005-2806

CURRENT OWNER
PO BOX 270596
(C/O 5920 AUDEN ST)
HOUSTON TX 77277-0596

ANGLY PRISCILLA R
5916 AUDEN ST
HOUSTON TX 77005-2800

KAML LIVING TRUST
5912 AUDEN ST
HOUSTON TX 77005-2800

WELLS DIANNE
3804 COLERIDGE ST
HOUSTON TX 77005-2834

WRAY CURTIS J & TARA
3803 COLERIDGE ST
HOUSTON TX 77005-2833

KATZ MATTHEW & KRISTEN
3804 TENNYSON ST
HOUSTON TX 77005-2852

AGENDA

ITEM

#4

The City of West University Place

A Neighborhood City

ZONING BOARD OF ADJUSTMENT
MUNICIPAL BUILDING
3800 UNIVERSITY BOULEVARD
TELECONFERNCE MEETING MINUTES
May 28, 2020
5:30 pm

I.	MEMBERS PRESENT:	Steven Segal (voting), Neil Martin (voting), Donald Yurewicz (voting), Janet Parisi (voting) Jay Cohen, John Brett, Sergio Amelio and Brennan Reilly (voting)
II.	MEMBERS ABSENT:	Edward Nikonowicz
III.	STAFF PRESENT:	Zack Petrov, Legal Counsel, Gerardo Barrera, Public Works Director, Clay Chew, Building Official and Josie M. Hayes, Administrative Coordinator
IV.	CALL TO ORDER:	5:35 p.m.

	Agenda Item	Discussion	Action
1	**Call the meeting to order. Notices, Rules, Etc.**	Steven Segal called the meeting to order at 5:35 p.m. Steven Segal asked each member to briefly introduce themselves. Josie M. Hayes stated the alternate voting member would be Brennan Reilly. 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.	Steven Segal moved to accept that all notices were properly posted and distributed for this meeting. Second by Janet Parisi. Ayes: Steven Segal, Neil Martin, Donald Yurewicz, Janet Paris and Brennan Reilly. **Motion Carried (5-0).** Steven Segal administered the oath to all witnesses.
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 request for 1) a special exception to allow a front facing garage to be at the front building line, 2)	The applicant in Docket 2020-0002, 6429 Virginia Ct./6430 Mercer St. is requesting a special exception to 1) build a garage accessory building which would contain more than 600 square feet of non-garage space, 2) place a front facing garage at the front building line instead of 10 feet back from the front building line and 3) retain a driveway that does not connect to a garage.	The applicant presented his request for the special exceptions. After deliberations Steven Segal made a motion to suspend the hearing until the next meeting due to additional information being submitted to members at the last minute and so the applicant could address all neighbors with any concerns. Second by Donald Yurewicz. Ayes: Steven Segal, Donald Yurewicz and Janet Parisi. Noes: Neil Martin and Brennan Reilly. **Motion**

TOP WORK PLACES

	allow more than 600 square feet of non-garage space and 3) a driveway which does not connect to garage space. b. Deliberation, decisions, other action, etc. regarding the preceding matters.	Staff received six correspondence emails in favor and one against (with eight signatures from surrounding neighbors) the application. There was one citizen speaking in favor of the application: Lynn Rosas, 6433 Virginia Ct. and two speaking against: Jonathan Shoebotham, 6437 Mercer St. and Jim Moskowsky, 6425 Mercer St. **Background Information:** The original plan was to build a primary structure at 6430 Mercer St. with a four car garage which is not allowed based on the size of the property (Table 7-4a Garage Space). The applicant decided to join 6430 Mercer St. and 6429 Virginia Ct. which would provide enough lot square footage for a four 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 Ct. will be demolished but the applicant has requested that the driveway remain as is.	**carried (3-2).**
3	**Meeting Minutes**	Approval of meeting minutes from April 23, 2020.	Brennan Reilly moved to approve the April 23, 2020 minutes. Second by Janet Parisi. Ayes: Steven Segal, Neil Martin, Donald Yurewicz, Janet Parisi and Brennan Reilly. **Motion carried.**
	Adjournment.	The meeting was adjourned at 7:42 p.m.	Brennan Reilly moved to adjourn the meeting. Second by Neil Martin. Ayes: Steven Segal, Neil Martin, Donald Yurewicz, Janet Parisi and Brennan Reilly. **Motion Carried.**

APPROVED THIS _____DAY OF _____2020.

_____
Presiding Officer

ATTEST:_____
Josie M. Hayes, Administrator Coordinator