

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

February 24, 2021

Board of Adjustment
City of Piney Point Village
7676 Woodway, Suite 300
Houston, TX 77063

ATTENTION: BOARD OF ADJUSTMENT

On behalf of our clients, **MINGDA ZHAO AND HOLLY CARLSON ZHAO**, Probstfeld & Associates, Inc. respectfully requests a hearing **MARCH 11, 2021 at 7:00 PM**, now being held online, using Zoom Meeting Platform. We are seeking approval for the following:

VARIANCE REQUEST

PLAT NAME: PRELIMINARY PLAT OF ZHAO ESTATE

HCAD: 0806170000011

AT: 205 Merrie Way Lane ~ City of Piney Point Village

LGL: Lots 11 & 12, Shadowood Unrecorded (45,990 S.F.)

APPLICANT: Probstfeld & Associates, Inc.

DATE SUBMITTED: 2/24/21

SPECIFIC VARIANCE IS BEING SOUGHT AND EXTENT OF VARIANCE:

To allow a 35.0 feet front building line along Merrie Way Lane a 40' private road easement as allowed in Shadowood unrecorded subdivision by deed restrictions dated June 1, 1953. Deed restrictions are attached in **Exhibit #1**. Proposed residence will be located at 35 feet from the private road easement.

CODE OF ORDINANCE CHAPTER 74 ~ ZONING:

Sec. 74-244 – Regulations

(c) Area regulations; size of yards

- (1) Front yard: There shall be a front yard having a depth a not less than 50 feet, where all or part of a lot abuts on the turnaround portion of a cul-de-sac street, that portion of such lot fronting upon the turnaround portion of such cul-de-sac shall have a front yard depth of not less that 25 feet.

STATEMENTS OF FACTS:

(1a) The imposition of the terms, rules, conditions, policies and standards of this code of ordinance would create an undue hardship by depriving the applicant of the reasonable use of the land;

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

All the lots in the Shadowood unrecorded subdivision are non-conforming lots because of their sizes and are grandfathered by city ordinance since they existed as separate lots/tracts prior to May 12, 1955. Lots 11 & 12 are 21,340 S.F. & 24,650 S.F., respectively and it is the desire of the owners to combine these 2 lots into 1 lot, thus already obtaining a preliminary plat approval by the Planning and Zoning commission on October 22, 2020. Preliminary plat of Zhao Estate is attached in **Exhibit #6**.

The Zhao family purchased the lots with the intention of demolishing the existing residence in Lot 11 since the residence in Lot 12 was already demolished and building a new residence located at 35 feet from the private road easement as allowed by deed restrictions and to maximize the use of the buildable area of the lots. Existing conditions survey is attached in **Exhibit #4**.

The Zhao family intends to build the home they have always dreamed. They contracted the professional services of Architect Kevin Dahlstrand and together designed a residence with a 35 feet front setback based on the deed restrictions and a survey exhibit of the most recent residences built (past 20 years) with the last one built in 2018. Survey exhibit and summary table of existing front setbacks along Merrie Way Lane are attached in **Exhibits #2 & #3**. The proposed residence will comply with the current city ordinance sides and rear building lines. Proposed site plan of residence is attached in **Exhibit #5**.

Considering the existing physical constraints of the lots with a 40' private road easement with the front property line at the center of the road, thus depriving them of the use of the 20 feet within the private road, and irregular shape of these lots with a total of 243.56 feet wide by only 170 feet deep, which are inherent hardships not created by the owner. The imposition of a 50 feet front setback line from the 40' private road easement will only leave 80 feet of buildable depth, which is not enough buildable area for the residence they desire and will deprive them of reasonable space for a pool and recreational area in back yard because of the proximity of the existing overhead power lines.

We are hereby respectfully requesting that this variance is granted to the owners considering the following facts:

- **During the notification period for the approval of the preliminary plat there were no objections from any of the residents within the notification distance or along Merrie Way Lane.**
- **The proposed residence will conform to the existing 35 feet front building line along Merrie Way Lane, which will preserve the aesthetical physical**

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

characteristics and character of the neighborhood, the main the purpose of the Code of Ordinances of the City of Piney Point Village.

- **100% (6 of 6) of the most recent built residences (2000-2018) conform to the 35 feet front building line as shown in Exhibits #2 & #3. 213 Merrie Way Lane was the latest built in 2018.**
- **65% (11 of 17) of all existing residences (1952-2018) conform to the 35 feet front building line as shown in Exhibits #2 & #3.**
- **100% (4 of 4) of the plats approved by the Planning & Zoning Commission were grandfathered 35 feet front building line without the approval of the Board of Adjustment in the period of 2011-2013 as shown in Exhibit #7.**
- **There is an existing 10 feet utility easement with a 5 feet x 20 feet aerial easement with overhead power lines in the back yard that limits the space for development of a reasonable recreational area and location of the pool.**

The following documents are included to support our variance request:

EXHIBITS:

- Exhibit 1 Deed restrictions (6/1/1953), which allows 35 feet front yard for lots located along Merrie Way Lane a 40' Private Road Easement.
- Exhibit 2 Survey exhibit of front setbacks of existing residences along Merrie Way Lane.
- Exhibit 3 Summary Table of existing front setbacks along Merrie Way Lane.
- Exhibit 4 Existing conditions Survey.
- Exhibit 5 Site plan of proposed residence.
- Exhibit 6 Preliminary Plat of Zhao Estate
- Exhibit 7 Previously approved Plats & Insets (2011-2013) with 35' front Building Lines.
- Exhibit 8 Harris County Appraisal District Detail Sheet.
- Exhibit 9 Harris County Appraisal District Map.
- Exhibit 10 Panoramic picture of existing residence.

ATTACHMENTS:

- Attachment 1 List of property owners within notification distance
- Attachment 2 Sample Copy of letters to property owners

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

Thank you for your attention in this matter.

Respectfully,



MARIO COLINA, P.E.
Probstfeld & Associates, Inc.

EXHIBIT #1

2597/181*
181

1122029

THE STATE OF TEXAS:
COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS:

THAT NORMAN WAY, hereinafter called GRANTOR, is the owner of 12.600 acres of land in the John D. Taylor Survey, in Harris County, Texas, being all of that certain 15.83 acre tract described in Deed from C. O. Brown, et ux, to J. T. Rather, Jr., dated February 1, 1944, recorded in Volume 1316, Page 504, Harris County Deed Records, LESS, SAVE AND EXCEPT that certain tract of three (3) acres, more or less, conveyed by J. T. Rather, Jr. and wife, Mary Stokes Rather to Francis J. Niven as evidenced by deed dated March 1, 1944, of record in Volume 1320, Page 76, Harris County Deed Records and Correction Deed dated August 3, 1944, of record in Volume 1337, Page 294, Harris County Deed Records.

AND WHEREAS, the said Grantor has subdivided said 12.600 acre tract into a residential subdivision known as "SHADOWOOD", and is desirous of subjecting said subdivision to uniform building and usage restrictions as a part of the plan and scheme of development of said subdivision and is further desirous of dedicating for the benefit of all owners of tracts in said subdivision, streets or roads for access to the various tracts:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Grantor does hereby dedicate, for the use and benefit of the owners, their heirs and assigns, of any or all of the sites or tracts in said subdivision the following easements for street and road purposes:

2597.
D

EASEMENT "A" Being a strip of land 40 feet wide, being 20 feet on either side of the following described center line;
BEGINNING at a point in the West line of Memorial Drive, said point being N 24° 10' E 170 feet from the South corner of said 12.600 acre tract;
THENCE N 65° 50' W parallel to and 170 feet from the South line of said tract, 200.49 feet to a point of curve of a curve to the right;
THENCE with said curve, whose radius is 150 feet and central angle is 65° 28', 171.40 feet to a point of tangent;
THENCE N 0° 22' W 372.42 feet to a point of curve of a curve to the right;
THENCE with said curve, whose radius is 75 feet and central angle is 90° 00', 117.81 feet to a point of tangent;
THENCE N 89° 38' E 450.33 feet to a point of curve of a curve to the right;
THENCE with said curve, whose radius is 140.80 feet and central angle is 27° 45', 68.56 feet to a point in the West line of Memorial Drive.

182
182

EASEMENT "B" Being a tract of land out of said 12.600 acre tract described as follows:

BEGINNING at a point in the West side of Memorial Drive, said point being N 24° 10' E 500 feet from the South corner of said 12.600 acre tract;

THENCE N 65° 50' W 84.02 feet;

THENCE with a curve to the right, said curve being tangent at its beginning point to a line bearing S 54° 10' W said curve having a radius of 30 feet and a central angle of 300° for a distance of 157.08 feet to a point;

THENCE S 65° 50' E parallel to and 30 feet from the first line above described 84.02 feet to a point in the West line of said Memorial Drive.

THENCE S 24° 10' W with the Westerly line of Memorial Drive 30 feet to the Place of Beginning.

All sites or lots resulting from the subdivision of the above described 12.600 acre tract shall hereafter be conveyed subject to the foregoing easements for streets or roadways and subject to the easements and restrictions hereinafter set forth, all of which are in the nature of, and intended as, covenants running with the land as herein provided. By the acceptance of a deed to any site in said subdivision, the Grantee in said deed covenants and agrees that he will not obstruct the private roadway hereinabove dedicated, and that he will use it for ingress and egress, and drainage purposes only, and in such a way as not to prevent or interfere with its use for similar purposes by the other owners of any sites in said subdivision.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said subdivision and sites of land therein contained as a high class, restricted district, the following restrictions, covenants, reservations, liens and charges upon the use of said property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf of Grantor conveying said property or any part thereof by appropriate reference to the restrictions, making the same part of such conveyance to all intents and purposes as though incorporated at length, therein; and said restrictions shall be, and are hereby imposed upon each tract or parcel of land in said subdivision for the benefit not only of Grantor, his heirs and assigns, but of each and every purchaser of lands in said subdivision, their heirs and assigns; and said restrictions constitute covenants running with the land and every contract and deed conveying said land or any part thereof shall be conclusively deemed to have been executed, delivered and accepted upon the express conditions, covenants and restrictions herein contained, to-wit:

(1) There is excepted from these covenants and restrictions and none of same shall apply to the following portion of the hereinabove described 12.600 acre tract of land, to-wit:

BEGINNING at the Northwest corner of said 12.600 acre tract;
THENCE East with the North line of said 12.600 acre tract 30'
to a point for the Northeast corner of this tract;
THENCE South parallel to the West line of said 12.600 acre
tract 30' to a point for the Southeast corner of this tract;
THENCE West parallel with the North line of said 12.600 acre
tract 30' to a point in the West line of said 12.600 acre
tract;
THENCE North with the West line of said 12.600 acre tract 30'
to the Place of Beginning,

which said 30' tract of land is reserved out of said restrictive covenants by Grantor for use as a water well site for this subdivision.

(2) No business house, sanitarium, hospital, saloon, place of public amusement or entertainment, livery stable, factory, warehouse, duplex, business of any kind (either similar or dissimilar to the sorts hereinabove enumerated) shall be constructed, built, kept or maintained on any site or sites in said subdivision, nor shall any building on any site or sites in said subdivision be used for any such purpose, but shall be used for residence purposes only.

(3) None of the sites in said subdivision shall ever be sold, conveyed, leased, or demised to, or occupied by any person or persons other than of the Caucasian race, except that bona fide servants of any owners of all or any part of said subdivision may occupy servants quarters on said owners' land.

(4) No garage erected in the subdivision may face or open towards the street or roadway on which the lot such garage is situated upon has frontage.

(5) No trash, ashes, or other refuse may be placed or deposited on any vacant site, or upon any roadway, drive or street in said subdivision.

(6) No building material of any kind or character shall be placed in any roadway, drive or street, it being distinctly agreed and understood that all building material to be used in the construction of improvements shall be placed, upon delivery, within the property lines of the site or sites upon which the improvements are to be constructed. Furthermore, no building material shall be placed or stored upon any site or sites until the owner thereof is ready to commence construction of improvements, and upon completion of the improvements, all surplus materials shall be promptly removed from the premises.

2597
D

(7) No temporary structure, and no garage or outbuildings shall be used as a residence or living quarters except by servants engaged on the premises, or except during the construction period of the main residence, and then only for a period not exceeding six months. No nuisance shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the "Shadowood" Committee hereinafter created, shall be the sole and exclusive judge as to what constitutes a nuisance.

(8) No sheep, goats, horses, cattle, swine, chickens or livestock of any kind shall ever be kept or harbored on any part of said property, except that bona fide domestic pets may be kept, unless and until such pet or pets shall be determined to be a nuisance by the "Shadowood" Committee as provided in Section Seven above.

(9) No signs, billboards, posters or advertising devices of any character shall be erected on this property without the written consent of the "Shadowood" Committee hereinafter created, and such consent shall be revocable at any time. EXCEPT THAT Grantor or his Agent may place one "FOR SALE" sign on any unsold lot in the addition.

184
185

(10) No fence, wall, hedge or gas meter shall be placed on any site in said subdivision nearer to the streets or roadways hereinabove dedicated than is permitted for the main residence on such site; except that a fence erected on any site fronting on Memorial Drive may extend to the nearest boundary of such private roadway, provided same conforms to the following provisions with reference to fences on sites fronting on Memorial Drive. No fence, wall or hedge shall be placed on any site in said subdivision fronting on Memorial Drive nearer to Memorial Drive than is permitted for the main residence of such site unless such fence, wall or hedge does not exceed four (4) feet in height and has been approved by the "Shadowood" Committee hereafter created.

(11) No privy or cess pool shall be erected or maintained on any lot in this subdivision and effluent from septic tank may be disposed of in any manner approved by said "Shadowood" Committee, but in no case may such effluent be discharged into any open or surface drainage.

(12) At such time as Seventy-Five per cent (75%) of the said subdivision be sold, on an area basis, a majority of the then owners may, by vote, appoint or elect a committee composed of three (3) members to be known as the Shadowood Committee. The number of votes of each owner is to be determined on the basis of the proportion which the amount of the land in said subdivision to which the owner holds legal title bears to the whole of said subdivision. For example, if an owner holds legal title to 1.764 acres, he will be entitled to 1.764 votes. The appointment or election of the Shadowood Committee shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then owners of said subdivision, in the Deed Records of Harris County, Texas, and such instrument will serve as sufficient authority for said Committee to:

(a) Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.

(b) Enforce, by appropriate proceedings, these covenants and restrictions.

(c) Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of any provision contained herein.

(d) Approve or disapprove plans and specifications for improvements in said subdivision submitted to it in accordance with these restrictions.

(13) Members of said Shadowood Committee may, at any time, be relieved of their position and substitute members therefore appointed by vote and evidence thereof as above set out. Until such time as said Shadowood Committee has been formed, as above provided for, Grantor specifically reserves unto itself, and any one unto whom it may assign the right, the right to act within the authority granted the Shadowood Committee under these restrictions and covenants.

(14) Only one single family residence and its usual accessories shall be constructed or permitted on each site or separate parcel of land hereafter conveyed out of said subdivision, but the owner or owners of any of said sites may subdivide or resubdivide his or their property into smaller sites with the provision of placing or constructing one single family residence and its usual accessories, on each such smaller tract, provided that no such subdivision or resubdivision results in any lot or site containing less than 18,000 square feet.

(15) No buildings or structures or any additions thereto, or any alterations thereof, shall be erected, renovated, or re-constructed, placed or suffered to remain upon said premises until the Shadowood Committee shall have approved in writing the architect's detailed plans and specifications, which must accurately reflect the size, location, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the location of same with respect to the lot lines, and front and side setback lines, and the outside color scheme to be used on any improvements to be erected in said addition. A true copy of all such plans

185
185

and specifications and details shall be lodged permanently with the Shadowood Committee, and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications, PROVIDED HOWEVER, that the Shadowood Committee must give its disapproval of such plans and specifications in writing within fifteen (15) days after submission of same or its approval shall be implied.

(a) The minimum cost of the main residence which may be erected on any site in this subdivision shall be TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS. The minimum cost of improvements hereinabove designated refers to the cost of construction at the time this instrument is filed for record and will vary up or down with the changes, if any, of the unit cost of construction in the future; for example, should construction cost at a given date of Ten (10%) per cent less than that prevailing at the time of this instrument, improvements costing \$18,000.00 would satisfy the requirement of \$20,000.00 minimum, whereas should such construction cost have advanced 10%, an \$22,000.00 expenditure would be required to fulfill the \$20,000.00 minimum requirement expressed herein. Grantor specifically reserves the right to increase the minimum requirement herein expressed, on any unsold site or sites in said subdivision.

(16) No garage or servants quarters shall be erected or placed on any site with roof or outside walls not in harmony with the roof or outside walls of the main residence on the tract.

(17) The following building line restrictions are hereby imposed on all sites in said subdivision, and Grantor will designate in its deed to each site, the front line of such site for the application of these restrictions:

(a) No building shall be built within 50 feet of the boundary line of Memorial Drive.

(b) No main residence shall be built within 35 feet of the nearest boundary of the private roadways referred to above, within 15 feet of any side property line, nor within 10 feet of any back property line.

(c) No outbuildings or structures detached from the main residence shall be built on any lot within 90 feet of the nearest boundary of the private roadways hereinabove created or within 90 feet of the North line of Memorial Drive, nor within 5 feet of any side or back property line.

597
2

Grantor reserves the right to modify the building setback lines herein contained on any unsold sites in said subdivision.

(18) The main residence on any tract shall face the front line of such tract, and such front line shall be designated by Grantor as hereinabove provided in Paragraph 17 of these restrictions.

(19) In the event any person acquires title to any two or more adjoining tracts in said subdivision and desires to consolidate any adjoining tracts, or fractions thereof, into one homestead, all of the building setback restrictions herein imposed shall be deemed to apply to such consolidated tracts as if they were one tract. In other words, the building setback restrictions shall be applied with reference to the exterior boundary lines of the tracts so consolidated into one homestead conforming to the provisions of paragraph Fourteen (14) hereof.

(20) All tracts in said subdivision are hereby subjected to an annual maintenance charge for a period of 25 years, beginning July 1, 1953, for the purpose of creating a fund to be known as the "Maintenance Fund", to be paid by the owners of each and all of the sites in said subdivision, annually, in advance, upon the first day of July of each year, beginning July 1, 1953. Said maintenance charge shall not exceed \$100.00 per acre for

186
186

any one year. The amount of said charge will be determined by the Shadowood Committee during the month next preceding the due date of said charge. Said sums shall be paid to the Shadowood Committee as hereinafter provided and shall be held by it in trust to be expended for any and all of the following: Lighting, improving and maintaining the roadways, collecting and disposing of garbage, ashes and other refuse, employing policemen and watchmen, caring for vacant lots, operating, maintaining, repairing and replacing the water system serving the subdivision, and doing any other thing necessary or desirable in the opinion of the Shadowood Committee to keep the property neat and in good order, or anything which it considers of benefit to the owners and occupants of said subdivision. Grantor agrees to pay the proper proportions of said fund for unsold tracts or sites in said subdivision.

(21) These covenants and restrictions shall run with the land, and shall be binding on Grantor, his successors and assigns, and all persons or parties claiming under him, for a period of Twenty-Five (25) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such ten (10) year period the then owners of a majority, on an area basis, of this subdivision shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

(22) There is specifically reserved in favor of Grantor, his heirs and assigns, and to and for the use and benefit of public utilities and all present and future owners of property in said subdivision, easements, in, under and on the tract of land hereinabove dedicated as private roadways, said easements to be for the following purposes only:

Construction, maintenance, operation and repair of drainage ditches, sewer lines, gas lines and water lines and such purposes incident thereto to insure the development and use of said property as a residential community.

(23) No culvert, driveway or drainage structure shall be constructed in said subdivision until the size, design and location thereof has been approved in writing by the Shadowood Committee.

(24) Grantor reserves, the right to impose further restrictions and dedicate additional easements and roadway right-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Harris County, Texas, or incorporated in the deed from Grantor conveying the site to be so restricted or subjected to such easement or right-of-way.

(25) If the Grantor herein, or any of its successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for the Shadowood Committee on their behalf, to prosecute any proceedings at law or in equity against the persons or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interests may appear.

(26) Every Grantee accepting any conveyance of any tract or tracts in said subdivision shall be conclusively deemed by such acceptance to agree and consent to all of the within and foregoing restrictions, covenants, easements and reservations and to the maintenance charge hereinabove established, and to secure the payment of said maintenance charge, a vendor's lien is hereby retained against each lot in this subdivision.

(27) Invalidation of any one of these covenants and restrictions by judgment, court order or other proceedings shall in no wise affect any other of the provisions hereof, which shall remain in full force and effect.

187
182

J. T. Rather, Jr. and wife, Mary Stokes Rather, the holders of a lien on the 12.600 acre tract hereinabove referred to hereby joins in the execution of this instrument to evidence their consent and agreement to the imposition of the easements, covenants and restrictions hereby placed on said property and does hereby declare that said liens shall be and are hereby made subject to all of the provisions herein contained. It is agreed by and between the parties hereto and for and on behalf of their heirs and assigns that in the event said lien holders reacquire said 12.600 acre tract, or the unsold portion thereof, by foreclosure or otherwise, then, and in that event, all of the rights powers and reservations herein contained in favor of the said Norman Way shall inure to the benefit of the said J. T. Rather, Jr. and wife, Mary Stokes Rather their heirs and assigns.

EXECUTED this, the 27th day of April, A. D., 1953.

Norman Way
Norman Way,

J. T. Rather, Jr.
J. T. Rather, Jr.

Mary Stokes Rather
Mary Stokes Rather

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared NORMAN WAY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of April, A. D., 1953.

Robert Newkirk (ROBERT NEWKIRK)
Notary Public in and for Harris County, Texas.



597
D

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared J. T. RATHER, JR. and wife, MARY STOKES RATHER, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said MARY STOKES RATHER, wife of the said J. T. RATHER, JR., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARY STOKES RATHER acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

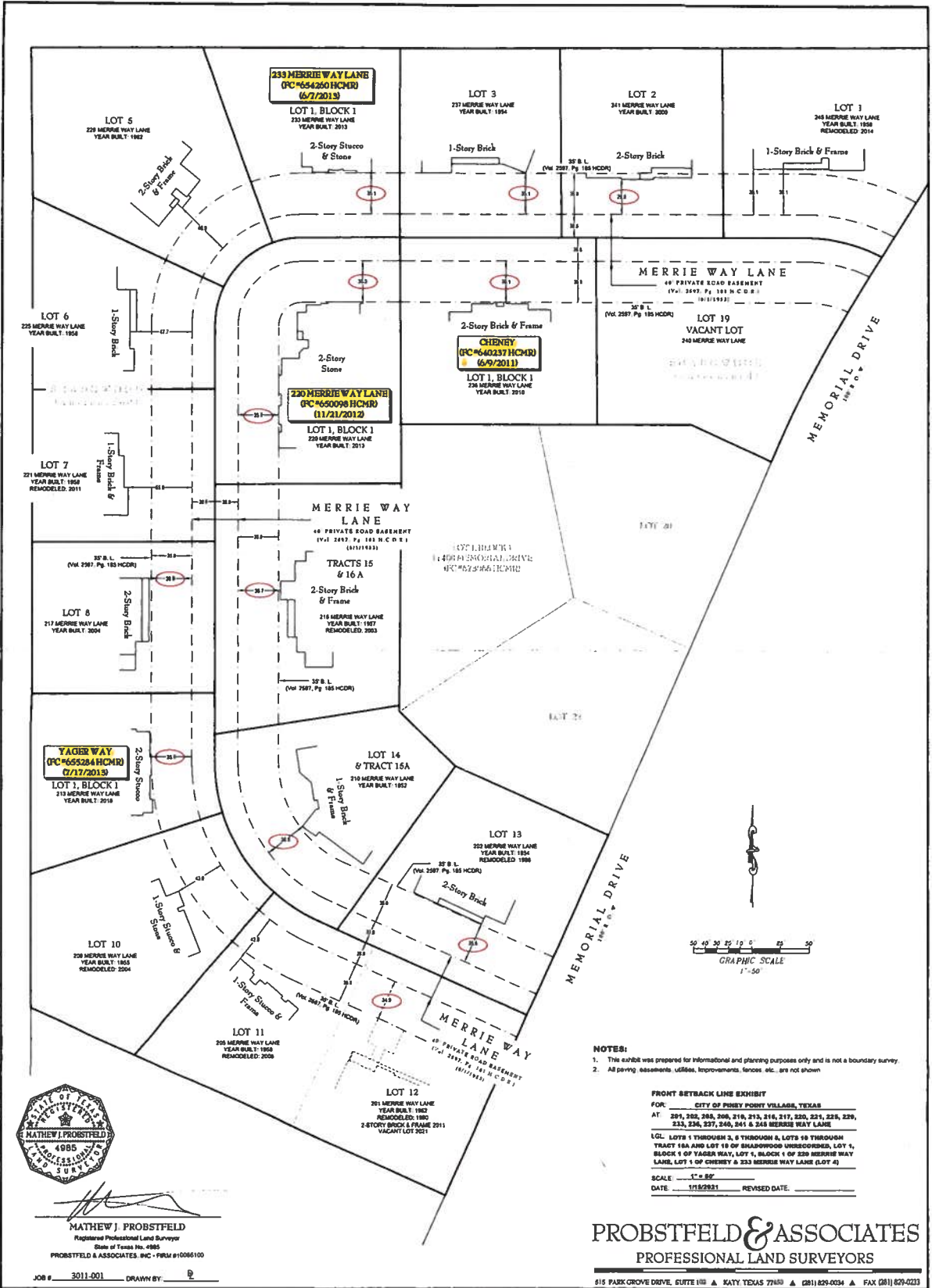
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of April, A. D., 1953.

Robert Newkirk (ROBERT NEWKIRK)
Notary Public in and for Harris County, Texas.



Filed for Record Apr. 29, 1953, at 10:55 o'clock A.M.
Recorded June 1, 1953, at 1:13 o'clock P.M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY Abel R. Adams Deputy

EXHIBIT #2



MATHEW J. PROBSTFELD
 Registered Professional Land Surveyor
 State of Texas No. 4995
 PROBSTFELD & ASSOCIATES, INC. - PRLS# 010060100

JOB # 3011-001 DRAWN BY: [Signature]

- NOTES:**
1. This exhibit was prepared for informational and planning purposes only and is not a boundary survey.
 2. All paving, easements, utilities, improvements, fences, etc. are not shown.

FRONT SETBACK LINE EXHIBIT
 FOR: CITY OF PINEY POINT VILLAGES, TEXAS
 AT: 291, 288, 285, 286, 216, 215, 217, 220, 221, 228, 229,
 233, 236, 237, 240, 241 & 248 MERRIE WAY LANE
 LOTS 1 THROUGH 3, 6 THROUGH 8, LOTS 10 THROUGH
 TRACT 18A AND LOT 18 OF SHADOWOOD UNINCORPORATED, LOT 1,
 BLOCK 1 OF YAGER WAY, LOT 1, BLOCK 1 OF 200 MERRIE WAY
 LANE, LOT 1 OF CHENEY & 233 MERRIE WAY LANE (LOT 4)
 SCALE: 1" = 50'
 DATE: 11/8/2011 REVISED DATE:

PROBSTFELD & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

615 PARK GROVE DRIVE, SUITE 102 A KATY TEXAS 77450 A (281) 829-0034 A FAX (281) 829-0233

EXHIBIT #3

| SUMMARY TABLE OF EXISTING FRONT SETBACKS ALONG MERRIE WAY LANE | | | |
|----------------------------------------------------------------|------------|-------------------------------------|---------------------------------------------------|
| ADDRESS | YEAR BUILT | EXIST. RESIDENCES FRONT SET BACK | FRONT SETBACKS DEED RESTRICTIONS (6/1/1953) |
| 201 Merrie Way Lane | 1950'S** | 34.9 | 35 |
| 202 Merrie Way Lane | 1954 | 35.6 | 35 |
| 205 Merrie Way Lane | 1958 | 42.0 | 35 |
| 209 Merrie Way Lane | 1955 | 43.0 | 35 |
| 210 Merrie Way Lane | 1952 | 36.9 | 35 |
| 213 Merrie Way Lane | 2018* | 35.0 | 35 |
| 216 Merrie Way Lane | 1957 | 36.7 | 35 |
| 217 Merrie Way Lane | 2004 | 36.9 | 35 |
| 220 Merrie Way Lane | 2013* | 35.0 | 35 |
| 221 Merrie Way Lane | 1958 | 55.0 | 35 |
| 225 Merrie Way Lane | 1958 | 47.7 | 35 |
| 229 Merrie Way Lane | 1962 | 48.9 | 35 |
| 233 Merrie Way Lane | 2013* | 35.1 | 35 |
| 236 Merrie Way Lane | 2010* | 35.1 | 35 |
| 237 Merrie Way Lane | 1954 | 35.1 | 35 |
| 240 Merrie Way Lane | VACANT | - | 35 |
| 241 Merrie Way Lane | 2000 | 29.9 | 35 |
| 245 Merrie Way Lane | 1958 | 39.1 | 35 |

100 % of residences built between 2000-2018 conform to the 35 feet front building line

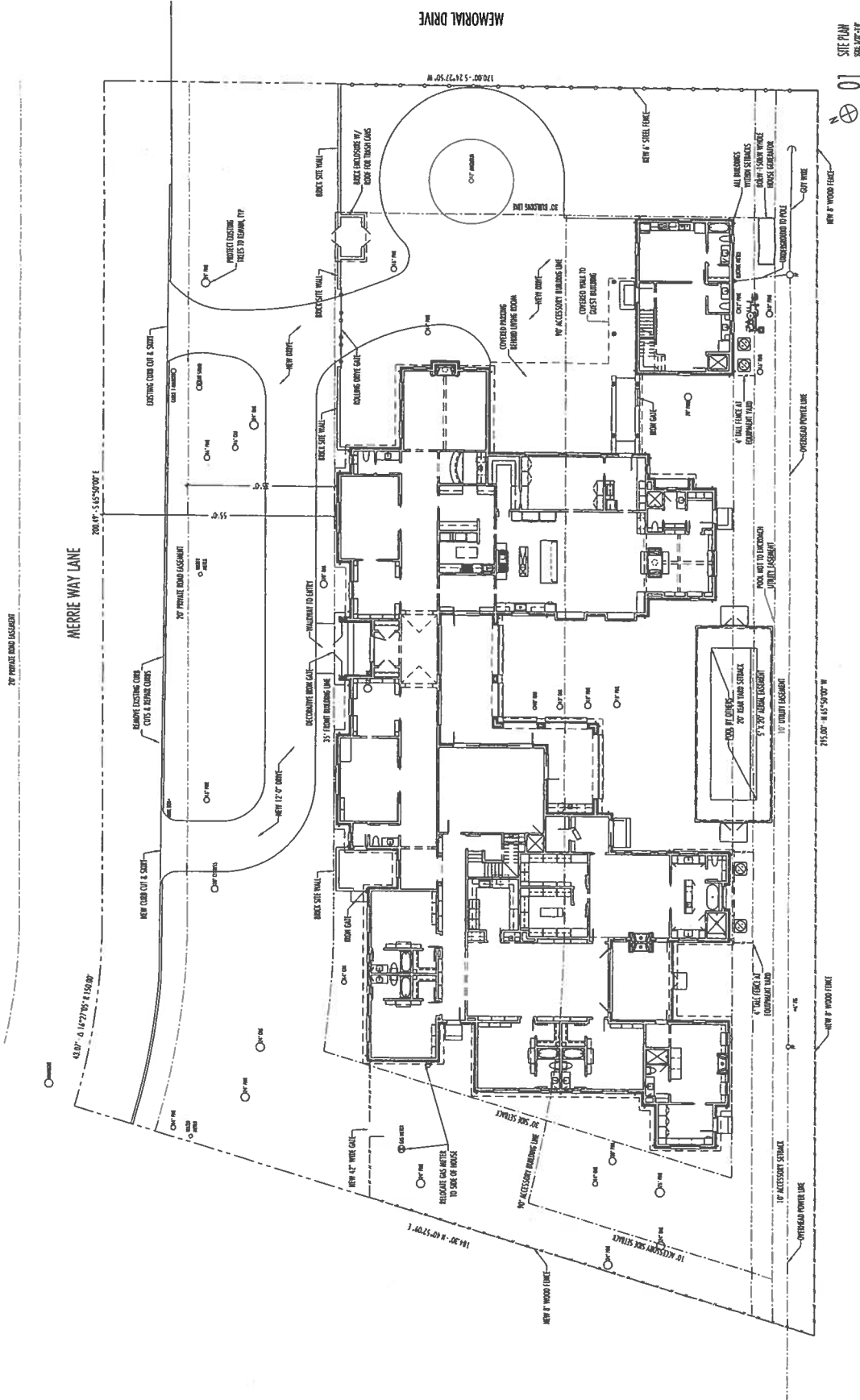
65 % of residences built between 1952-2018 conform to the 35 feet front building line

***100% of the only plats approved by the Planning & Zoning Commission were grandfathered 35 feet front building lines without the approval from the Board of Adjustment**

**** Lot is vacant. Residence was demolished since last surveyed**



EXHIBIT #5



101 SITE PLAN
 01



MEMORIAL DRIVE

MERRIE WAY LANE

20' PRIVATE ROAD EASEMENT

300' HP - 4.55% SLOPE

43.00' - 0.147778% - 1.94' 00"

184.30' - 8.407197% - 1

170.00' - 5.247250% - W

215.00' - 11.457000% - W

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

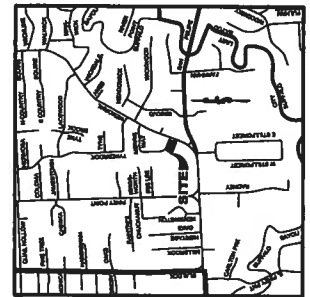
EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB

NEW 12" WIDE GATE

EXISTING CURB CUT & CURB



NEIGHBORHOOD MAP
KEY MAP SHEET

- GENERAL NOTES & LEGEND**
1. N.C.A.R. denotes HARRIS COUNTY MAP RECORDS.
 2. H.C.D.A. denotes HARRIS COUNTY DEED RECORDS.
 3. H.C.C.P.A. denotes HARRIS COUNTY CLERK'S FILE NUMBER.
 4. U.T.L. denotes UTILITY UTILITY EASEMENT.
 5. W.L.E. denotes WATER LINE EASEMENT.
 6. S.E.E. denotes SEWER EASEMENT.
 7. O.P.A.D.P.F. denotes OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
 8. S.A. denotes SURVEY ALIENATION.
 9. S.A. denotes SURVEY ALIENATION.
 10. S.A. denotes SURVEY ALIENATION.
 11. S.A. denotes SURVEY ALIENATION.
 12. S.A. denotes SURVEY ALIENATION.
 13. S.A. denotes SURVEY ALIENATION.
 14. S.A. denotes SURVEY ALIENATION.
 15. S.A. denotes SURVEY ALIENATION.

NOTES ON EXISTING PIPELINES
There are no existing pipelines or pipeline easements within the subdivision.

**PRELIMINARY PLAT OF
ZHAO ESTATE**

A SUBDIVISION BEING OUT AND PART OF CERTAIN LOTS BEING MORE COMMONLY KNOWN AS LOTS 11 AND 12 OF SHADOWOOD, AN UNRECORDED SUBDIVISION IN HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THAT CERTAIN 12.6 ACRES TRACT OF LAND CONVEYED TO HARRIS COUNTY BY AN INSTRUMENT IN VOLUME 2874, PAGE 117 OF THE PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

BEING A PART OF 1.668 ACRES, (SARNO BUSINESS TRUST) LOCATED IN THE JOHN B. TAYLOR SURVEY, ABSTRACT 72, CITY OF PINEY POINT VILLAGE, HARRIS COUNTY, TEXAS.

1 LOT 1 BLOCK NO RESERVE

TO CREATE ONE SINGLE FAMILY RESIDENTIAL LOT FROM MULTIPLE TRACTS IN AN UNRECORDED SUBDIVISION

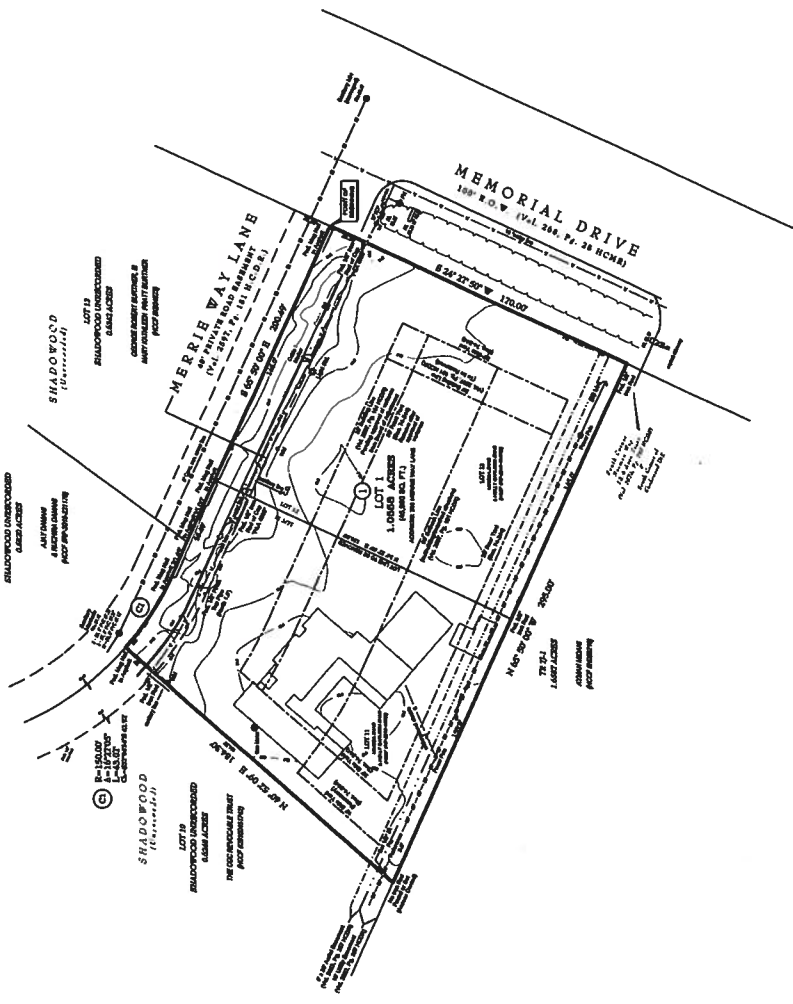
OWNERS:
MINQDA ZHAO AND HOLLY CAROLYN ZHAO
308 MERIDIE WAY LANE
HOUSTON, TX, 77058

OCTOBER 22, 2020

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

615 PARKCROFT DRIVE, SUITE 100 • N.W. 147th STREET, ZHAO • A. CRUICKSHANK, A. POKH • #1004400

J. D. TAYLOR SURVEY
ABSTRACT NO. 72
HARRIS COUNTY, TEXAS



ENCUMBRANCES CERTIFICATE

I, MATTHEW J. PROBSTFELD, do hereby certify that I am a duly Licensed Professional Land Surveyor, and I have conducted a thorough search of the public records of Harris County, Texas, and the State of Texas, and I have found no encumbrances, liens, or other claims against the property described in this plat, other than those shown on this plat.

MINQDA ZHAO AND HOLLY CAROLYN ZHAO, Owners, do hereby certify that all existing easements, liens, and other claims against the property described in this plat, other than those shown on this plat, have been paid in full, and that the property is free and clear of all such encumbrances, liens, and other claims.

MINQDA ZHAO
HOLLY CAROLYN ZHAO

MATTHEW J. PROBSTFELD
Registered Professional Land Surveyor
State of Texas No. 4885

DATE: 10/22/2020 FILED: 10/22/2020



**TAYLOR SURVEY
TRACT NO. 72**
Harris County, Texas

18' Side Yard Line
(Vol. 2887, Pg. 181 HCDM)

18' Side Yard
(Vol. 2887, Pg. 181 HCDM)

18' Side Yard
(Vol. 2887, Pg. 181 HCDM)

30' Front Yard
(Vol. 2887, Pg. 181 HCDM)

30' Front Yard
(Vol. 2887, Pg. 181 HCDM)

(ACCESSORY)
N 00° 01' 00" W 127.05'

30' Side Yard
(Vol. 2887, Pg. 181 HCDM)

30' Side Yard
(Vol. 2887, Pg. 181 HCDM)

30' Side Yard
(Vol. 2887, Pg. 181 HCDM)

30' Side Yard
(Vol. 2887, Pg. 181 HCDM)

S 72° 17' 45" W 174.26'
(NON-RADIAL)

LOT 1
0.4744 ACRES
(20,888 SQ. FT.)
ADDRESS: 313 MERRIE WAY LANE

LOT 10
SHADOWOOD V/R
0.6246 ACRES
THE OGC REVOCABLE TRUST
(HCCP# 20100461742)

2
B=150.00'
L=123.37'
A=87°53'12"
Ck. Bearing N 41°40'37" W

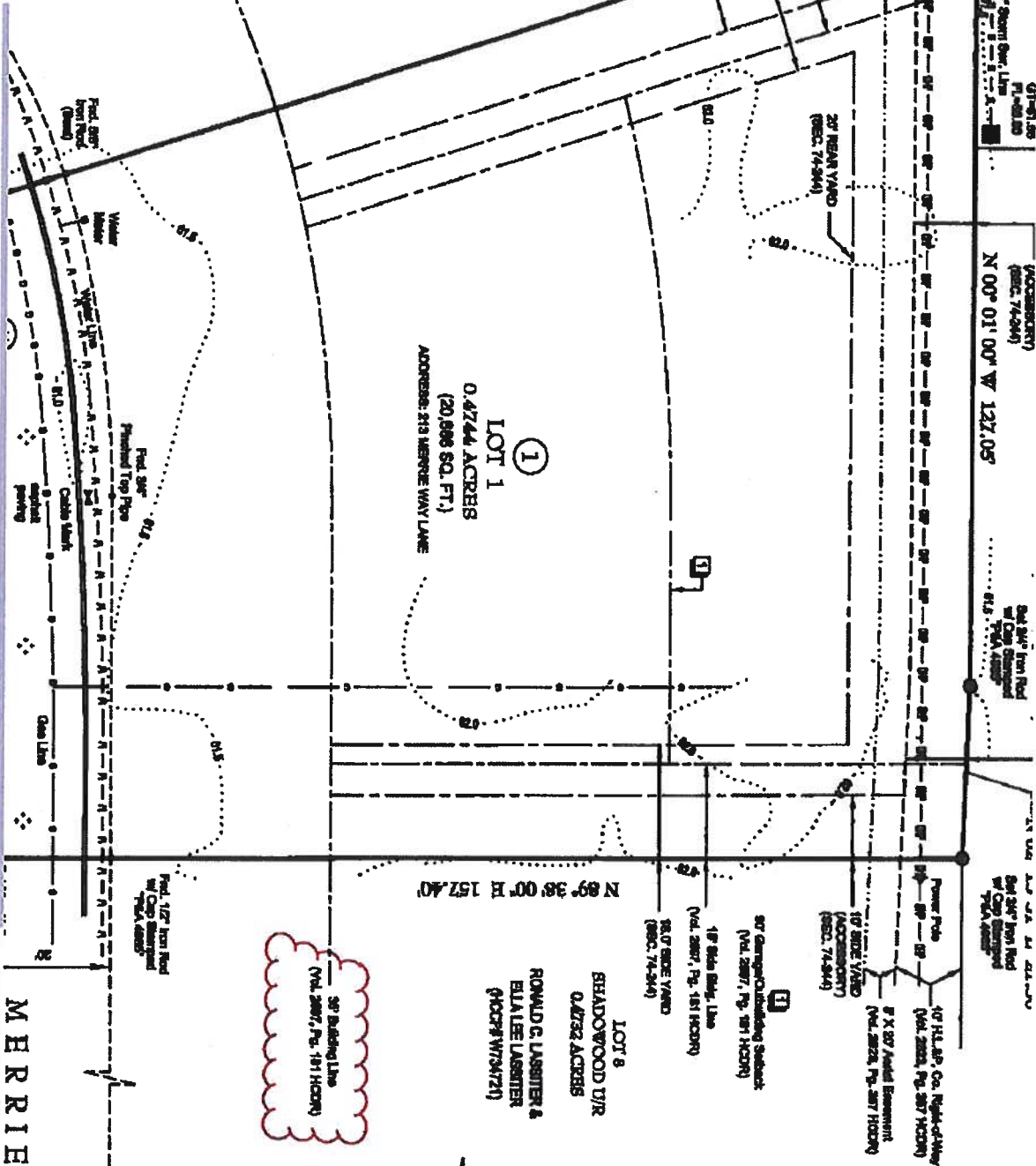
N 89° 38' 00" E 157.40'

30' Building Line
(Vol. 2887, Pg. 181 HCDM)

LOT 8
SHADOWOOD V/R
0.4732 ACRES
RONALD C LASSITER &
BILLIE LASSITER
(HCCP# W724171)

LOT 7
SHADOWOOD V/R
0.4732 ACRES
CHARLENE CHILIN CHUNG
(HCCP# 2010041885)

MERRIE WAY LANE



X=3074396.1333
Y=13839804.6385

N 87°37'35" E 150.00'

POINT OF BEGINNING
1/2" CAPPED IRON ROD FOUND (C.M.) (PPL'S 4985)

20' REAR SETBACK LINE (SEC. 74-244)

5' SIDE SETBACK (OUTBACK/ACCESSORY) (VOL. 2597, PG. 181, H.C.D.R.)

15' BUILDING LINE (VOL. 2597, PG. 181, H.C.D.R.)

19.5' SIDE SETBACK LINE (SEC. 74-244)
35' BUILDING LINE (VOL. 2597, PG. 181, H.C.D.R.)

LOT 5

0.6953 ACRE
CHUNG SHUN FONG PAU AND WIFE, CHAI FONG PAU
HCCF NO. L448228

WATER METER

5/8" IRON ROD FOUND (C.M.)

35.0'

3/4" CAPPED ROD FOUND (C.M.) (PRECISION)

47" PVC CLEAN-OUT

0.5247 ACRE
SABEDY KHAM AND ANIF KHAM, WIFE AND HUSBAND
HCCF NO. 201204894130

LOT 4

10' H.L. & P. EASEMENT VOL. 2623, PG. 357 H.C.D.R.

3/4" CAPPED ROD SET (PRECISION)

X=3074528.1867
Y=13839811.8854

5' SIDE SETBACK (OUTBACK/ACCESSORY) (VOL. 2597, PG. 181, H.C.)

10' H.L. & P. EASEMENT VOL. 2623, PG. 357 H.C.

15' BUILDING LINE (VOL. 2597, PG. 181, H.C.)
19.5' SIDE SETBACK LINE (SEC. 74-244)

5'x20' H.L. & P. AERIAL EASEMENT VOL. 2623, PG. 357 H.C.

3/8" IRON ROD FOUND

IRON ROD FOUND (C.M.)

80.00'

MAG NAIL FOUND (C.M.)

8" PVC

X=3074532.8366
Y=138398450.1222

MERRIE WAY LANE
(40' ROAD EASEMENT, VOL. 2597, PG. 181 H.C.D.R.)

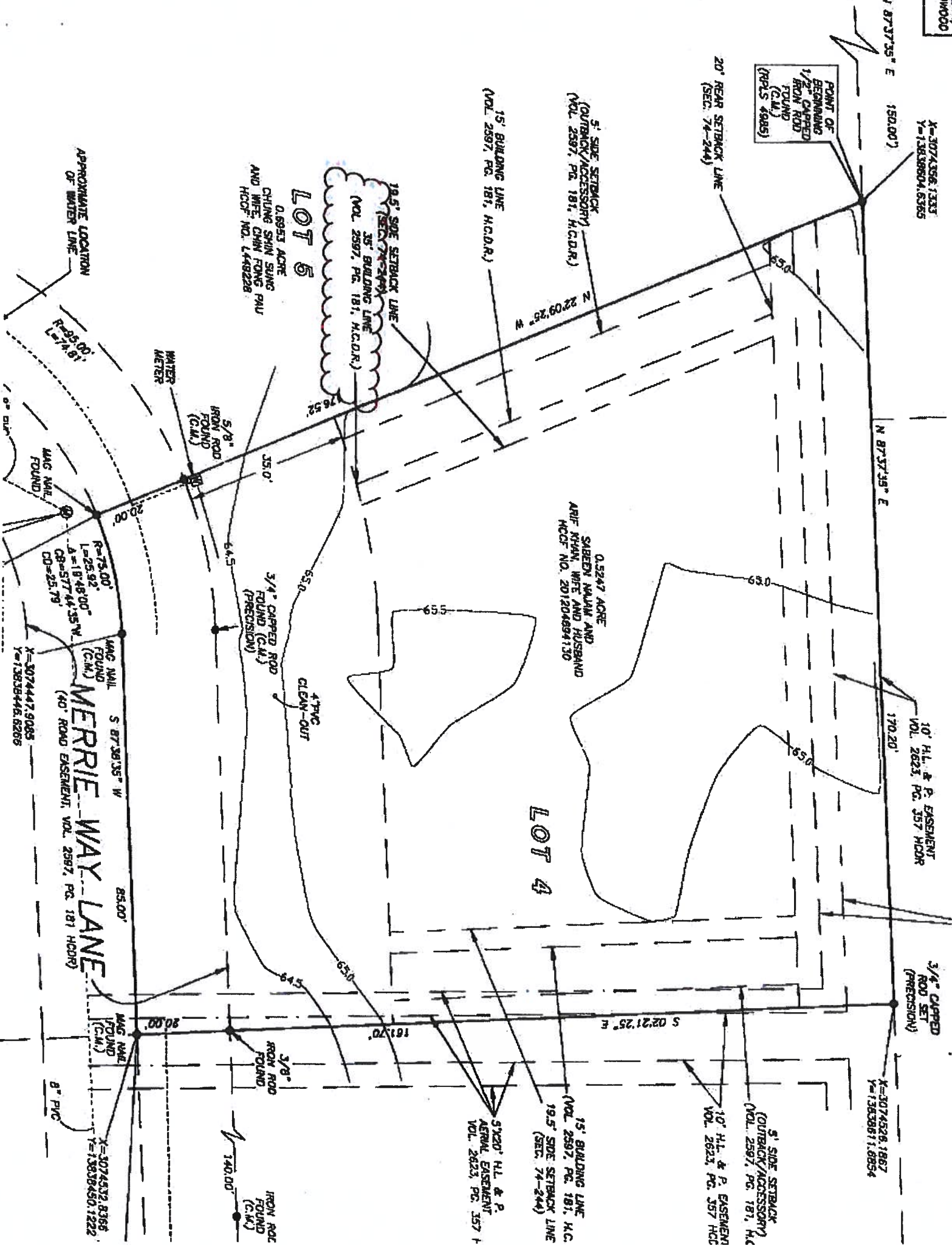
85.00'

MAG NAIL FOUND (C.M.)

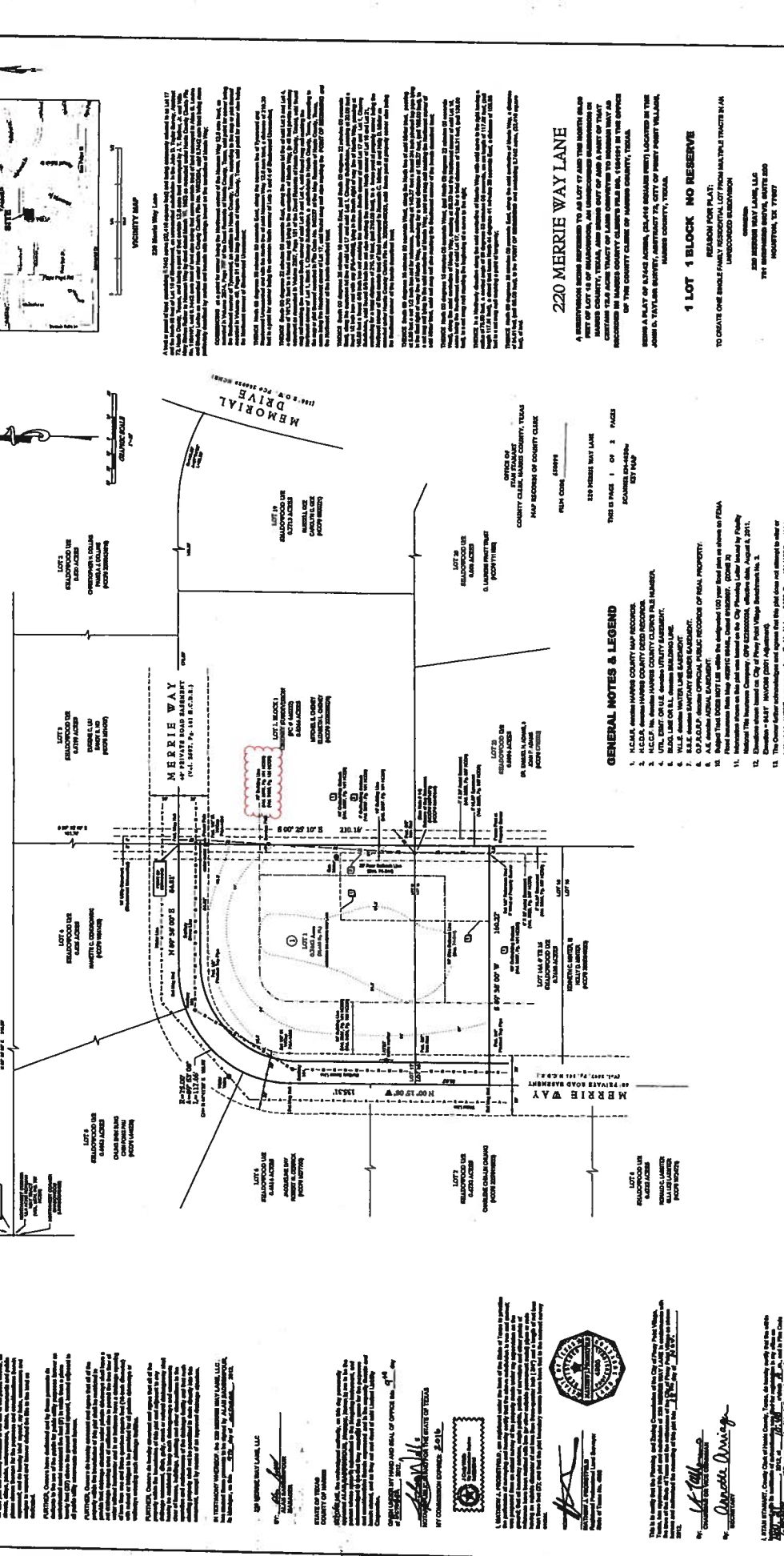
MAG NAIL FOUND

R=65.00'
L=74.81'

APPROXIMATE LOCATION OF WATER LINE



COUNTY OF TEXAS
 J. D. TAYLOR SURVEY - ABSTRACT NO. 72
 HARRIS COUNTY, TEXAS
 PLAT NO. 20120K41459
 10/28/2011 10:00 AM
 10/27/2011 9:01 AM
 574 S. Taylor
 COUNTY CLERK



GENERAL NOTES & LEGEND
 1. K.L.A.P. is the official public record of real property.
 2. K.L.A.P. is the official public record of real property.
 3. K.L.A.P. is the official public record of real property.
 4. K.L.A.P. is the official public record of real property.
 5. K.L.A.P. is the official public record of real property.
 6. K.L.A.P. is the official public record of real property.
 7. K.L.A.P. is the official public record of real property.
 8. K.L.A.P. is the official public record of real property.
 9. K.L.A.P. is the official public record of real property.
 10. K.L.A.P. is the official public record of real property.
 11. K.L.A.P. is the official public record of real property.
 12. K.L.A.P. is the official public record of real property.
 13. K.L.A.P. is the official public record of real property.
 14. K.L.A.P. is the official public record of real property.

NOTES ON EXISTING PIPELINES
 There are no existing pipelines or pipeline easements within the subdivision.

220 MERRIE WAY LANE
 A REPRESENTATIVE BEING INTERESTED TO ACQUIRE AND THE PROPERTY IS BEING OFFERED FOR SALE BY THE SELLER, J. D. TAYLOR, AND THE BUYER, J. D. TAYLOR, HAS AGREED TO THE SALE OF THE PROPERTY. THE PROPERTY IS BEING OFFERED FOR SALE AS A WHOLE AND IS NOT TO BE DIVIDED INTO LOTS OR TRACTS. THE BUYER SHALL TAKE THE PROPERTY AS A WHOLE AND SHALL BE RESPONSIBLE FOR ALL LIABILITIES AND ENCUMBRANCES AFFECTING THE PROPERTY. THE SELLER MAKES NO WARRANTY AS TO THE ACCURACY OF THE SURVEY OR THE TITLE TO THE PROPERTY. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE SURVEY AND THE TITLE TO THE PROPERTY. THE SELLER'S OFFICE IS LOCATED AT 220 MERRIE WAY LANE, HARRIS COUNTY, TEXAS.

1 LOT 1 BLOCK NO RESERVE
 TO CREATE ONE WHOLE FAMILY RESIDENTIAL LOT FROM MULTIPLE TRACTS IN AN UNRECORDED RESERVATION.

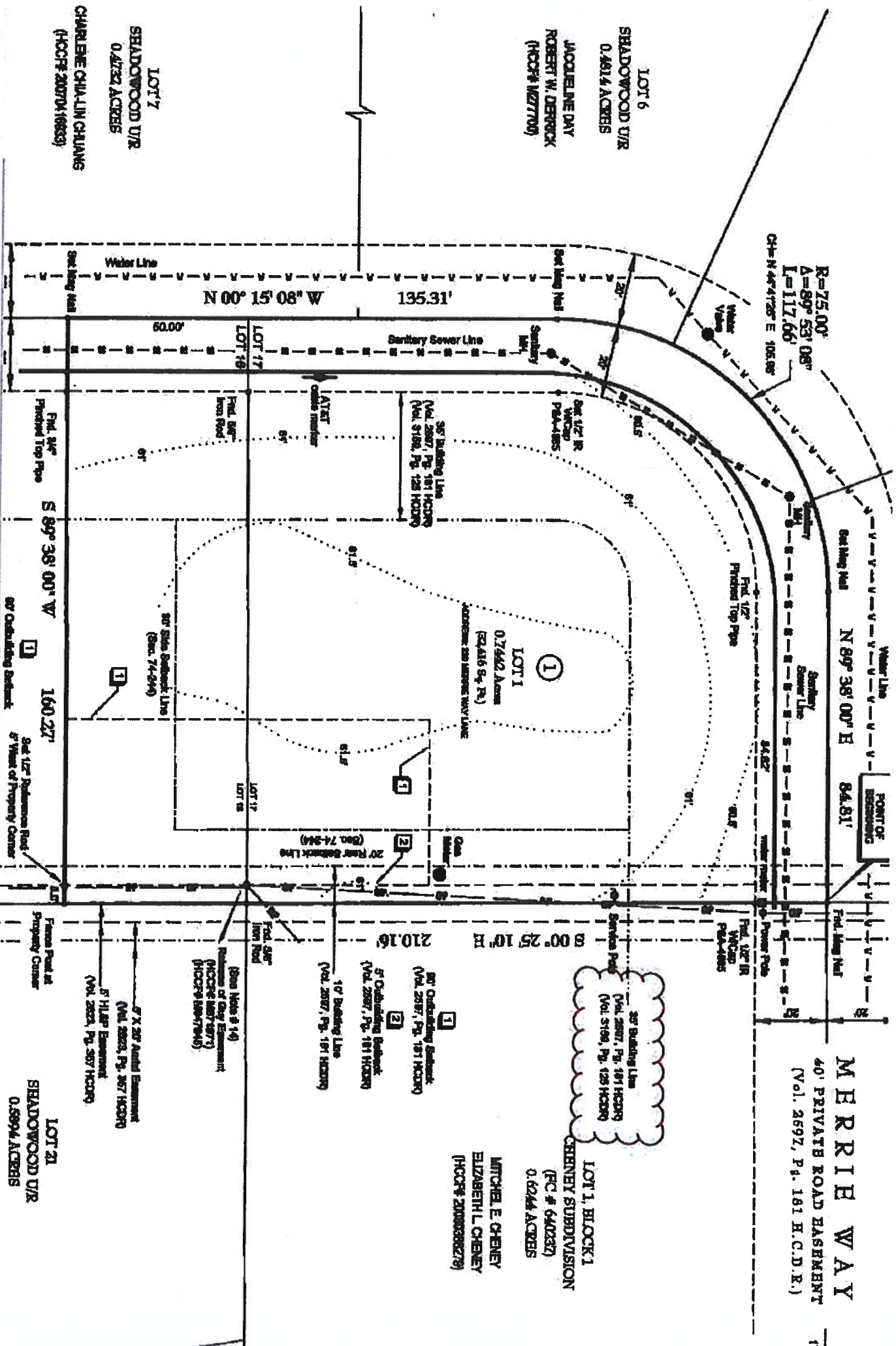
PROBSTFELD & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 48 PINE GROVE DRIVE, SUITE 101 • A. DUTY, TEXAS 77066 • PHONE: 281-498-0000 • FAX: 281-498-0001
 1700 W. WILSON ROAD, SUITE 100
 HOUSTON, TEXAS 77057
 CITY OF PINEY POINT VILLAGE, TEXAS
 SEPTEMBER 27, 2012

MERRIE WAY
 40' PRIVATE ROAD EASEMENT
 (Vol. 2692, Pg. 161 H.C.D.R.)

LOT 6
 SHADOWOOD V/R
 0.4614 ACRES
 JACQUELINE DAY
 ROBERT W. DERRICK
 (HCCP# 182770)

LOT 7
 SHADOWOOD V/R
 0.4732 ACRES
 CHARLIE CHIA-LIN CHANG
 (HCCP# 20070416833)

LOT 1, BLOCK 1
 CHENEY SUBDIVISION
 (PG # 640327)
 0.6244 ACRES
 MITCHEL E. CHENEY
 ELIZABETH L. CHENEY
 (HCCP# 200838278)



N 00° 15' 08" W 135.31'

R=75.00'
 A=89° 36' 00"
 L=117.66'
 Ch= N 44° 47' 28" E 105.08'

N 89° 36' 00" E 84.81'

S 89° 36' 00" W 160.27'

S 00° 25' 10" E 210.16'

60.00'

LOT 17

LOT 18

LOT 11

LOT 12

160.27'

LOT 21

SHADOWOOD V/R
 0.5894 ACRES

LOT 22

SHADOWOOD V/R
 0.5894 ACRES

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

30' Side Setback Line

20' Front Setback Line

20' Rear Setback Line

10' Building Line

5' Outstanding Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

5' HLAP Easement

5' X 20' Aerial Easement

Water Line

Sanitary Sewer Line

Sanitary Manhole

30' Building Line

EXHIBIT #8

HARRIS COUNTY APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 0806170000011

Tax Year: 2021



| Owner and Property Information | | | | | | | | |
|-------------------------------------------------------------------------------------------------------|------------------------------|-----------|-------------------|-----------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------|-----------|------------------------|
| Owner Name & Mailing Address: CURRENT OWNER 205 MERRIE WAY LN HOUSTON TX 77024-7407 | | | | Legal Description: LTS 11 & 12 SHADOWOOD U/R 205 MERRIE WAY LN HOUSTON TX 77024 | | | | |
| Property Address: 205 MERRIE WAY LN HOUSTON TX 77024 | | | | | | | | |
| State Class Code | Land Use Code | Land Area | Total Living Area | Neighborhood | Neighborhood Group | Market Area | Map Facet | Key Map ^{1/2} |
| A1 -- Real, Residential, Single-Family | 1001 -- Residential Improved | 46,030 SF | 2,807 SF | 7834 | 25501 | 392 -- ISD 25 - Memorial Villages South of I-10 | 5057C | 490Q |

| Value Status Information | |
|------------------------------------|------------------|
| Value Status All Values Pending | Shared CAD No |

| Exemptions and Jurisdictions | | | | | | |
|------------------------------|-----------|-----------------------|-----------------|------------|-----------|-----------|
| Exemption Type | Districts | Jurisdictions | Exemption Value | ARB Status | 2020 Rate | 2021 Rate |
| Residential Homestead | 025 | SPRING BRANCH ISD | Pending | Pending | 1.307300 | |
| | 040 | HARRIS COUNTY | Pending | Pending | 0.391160 | |
| | 041 | HARRIS CO FLOOD CNTRL | Pending | Pending | 0.031420 | |
| | 042 | PORT OF HOUSTON AUTHY | Pending | Pending | 0.009910 | |
| | 043 | HARRIS CO HOSP DIST | Pending | Pending | 0.166710 | |
| | 044 | HARRIS CO EDUC DEPT | Pending | Pending | 0.004993 | |
| | 075 | PINEY POINT VILLAGE | Pending | Pending | 0.255140 | |
| | 707 | MEMORIAL VILLAGES WA | Pending | Pending | 0.026899 | |

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's Information center at 13013 NW Freeway.**

| Valuations | | | |
|-----------------------------|------------------|-----------------------------|--------------|
| Value as of January 1, 2020 | | Value as of January 1, 2021 | |
| | Market | Appraised | |
| Land | 1,365,900 | | Land |
| Improvement | 100 | | Improvement |
| Total | 1,366,000 | 1,366,000 | Total |
| | | | Pending |

| Land | | | | | | | | | | | | |
|-------------------|----------------------------------|-----------|-----------|--------|-------------|-------------|-----------------|-----------------|-----------|------------|----------------|---------|
| Market Value Land | | | | | | | | | | | | |
| Line | Description | Site Code | Unit Type | Units | Size Factor | Site Factor | Appr O/R Factor | Appr O/R Reason | Total Adj | Unit Price | Adj Unit Price | Value |
| 1 | 1001 -- Res Improved Table Value | SF1 | SF | 20,000 | 1.00 | 1.00 | 1.00 | -- | 1.00 | Pending | Pending | Pending |
| 2 | 1001 -- Res Improved Table Value | SF2 | SF | 20,000 | 1.00 | 1.00 | 1.00 | -- | 1.00 | Pending | Pending | Pending |
| 3 | 1001 -- Res Improved Table Value | SF3 | SF | 6,030 | 1.00 | 0.50 | 1.00 | -- | 0.50 | Pending | Pending | Pending |

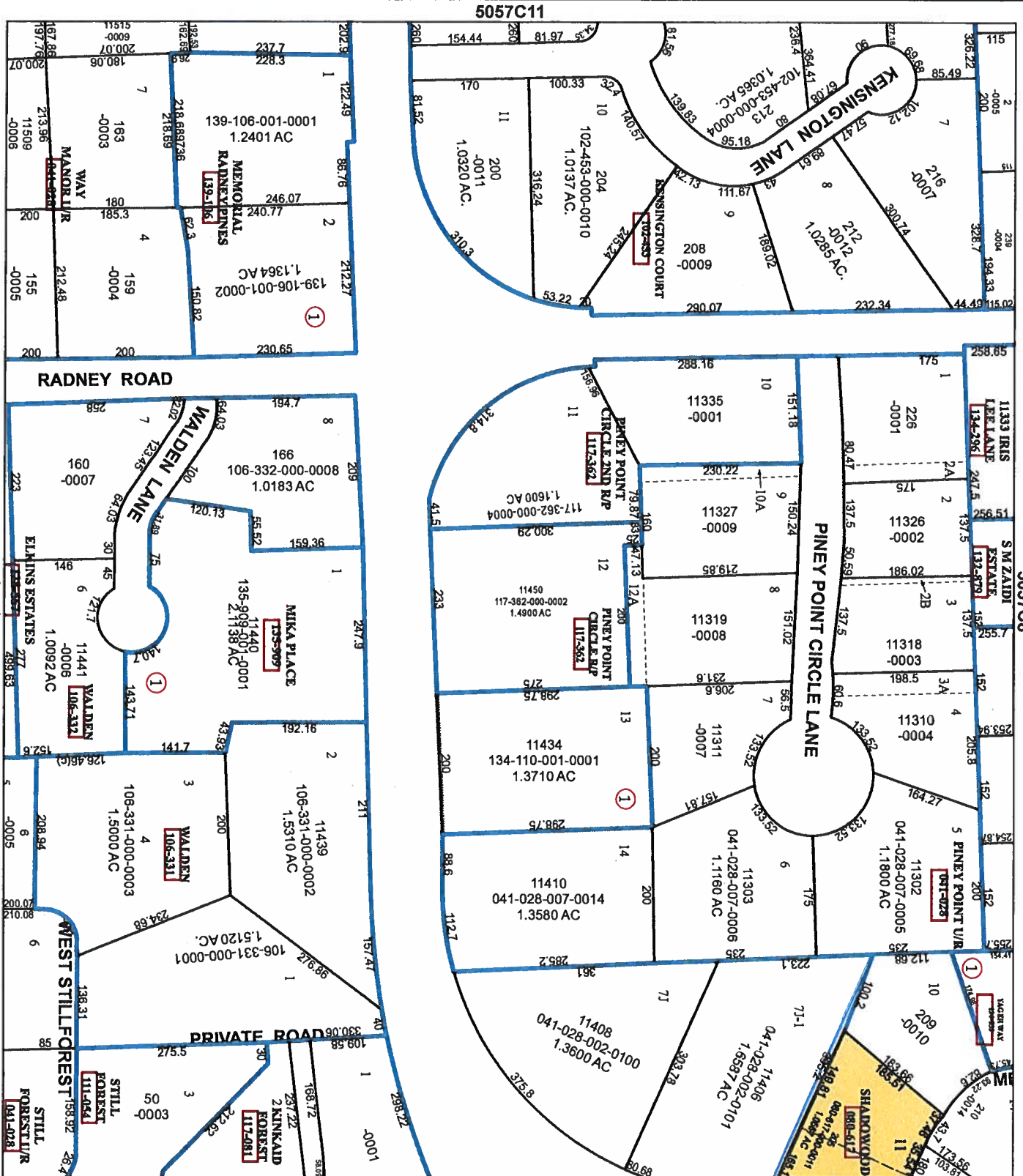
| Building | | | | | | | |
|----------|------------|-----------|---------------------------|----------------------|---------|------------|------------------|
| Building | Year Built | Remodeled | Type | Style | Quality | Impr Sq Ft | Building Details |
| 1 | 1958 | 2008 | Residential Single Family | Residential 1 Family | Good | 2,807 * | Displayed |

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above attached garages is included in the square footage living area of the dwelling. Living area above detached garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

| Building Data | |
|------------------------------|-----------------|
| Element | Detail |
| Cost and Design | Extensive |
| Cond / Desir / Util | Good |
| Foundation Type | Slab |
| Grade Adjustment | B- |
| Heating / AC | Central Heat/AC |
| Physical Condition | Average |
| Exterior Wall | Stucco |
| Element | Units |
| Room: Total | 7 |
| Room: Full Bath | 3 |
| Room: Bedroom | 4 |
| Fireplace: Masonry Firebrick | 1 |

| Building Details (1) | |
|----------------------|-------|
| Building Areas | |
| Description | Area |
| CARPORT PRI | 484 |
| OPEN FRAME PORCH PRI | 610 |
| BASE AREA PRI | 2,427 |
| ONE STORY FRAME PRI | 380 |
| MAS/CONC PATIO PRI | 621 |
| OPEN FRAME PORCH PRI | 36 |

EXHIBIT #9



Harris County Appraisal District



0 50 100 200 Feet
 PUBLICATION DATE: 4/28/2020

5057D9
 Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.
MAP LOCATION



FACET 5057C12

| | | | | |
|----|----|---|----|---|
| 6 | 7 | 8 | 5 | 6 |
| 10 | 11 | 9 | 10 | |
| 2 | 3 | 4 | 1 | 2 |

Harris County Appraisal District



PUBLICATION DATE:
4/28/2020

Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

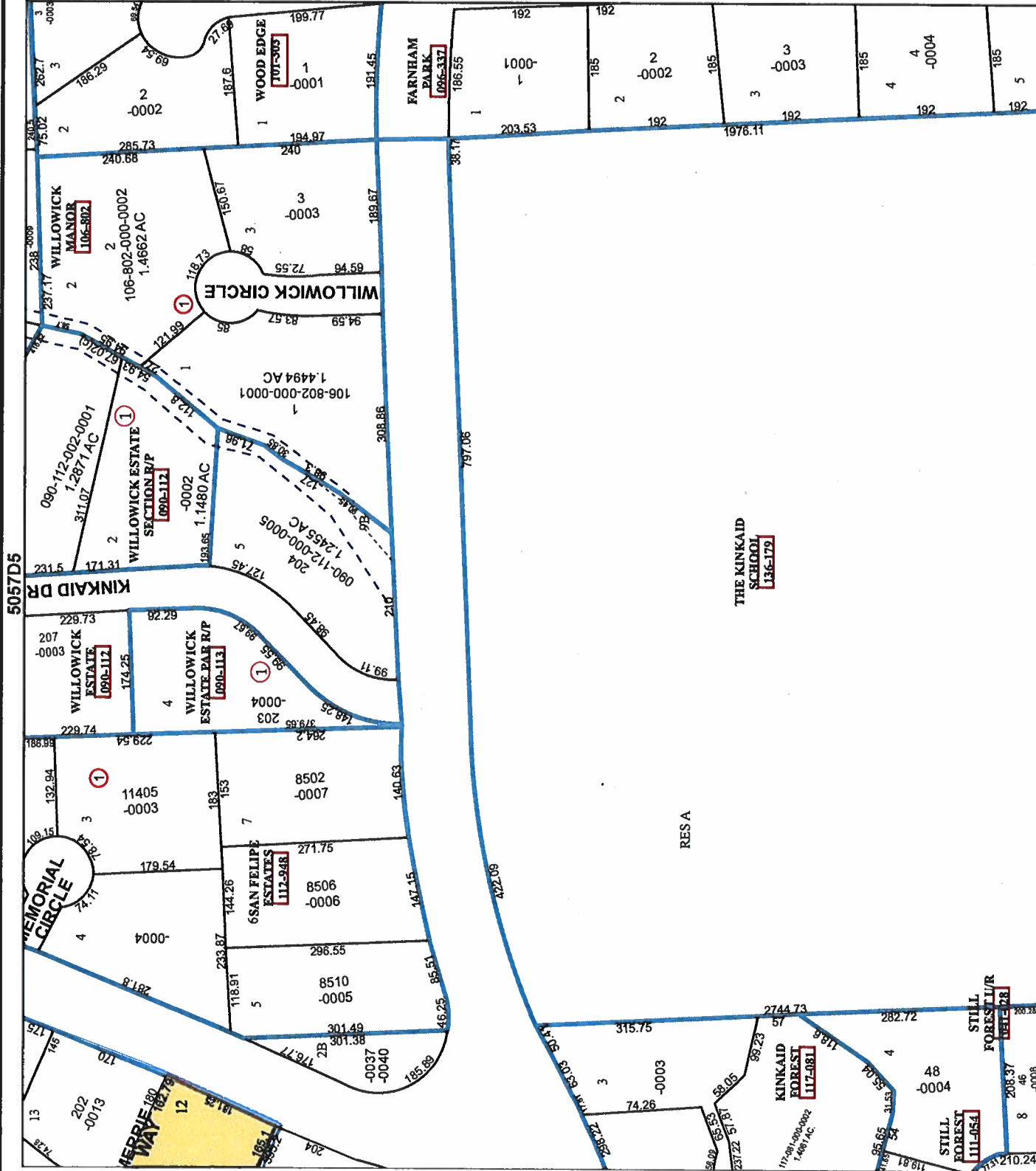
MAP LOCATION



FACET 5057D9

| | | | | |
|----|----|----|----|----|
| 7 | 8 | 5 | 6 | 7 |
| 11 | 12 | 10 | 11 | 11 |
| 3 | 4 | 1 | 2 | 3 |

5057D10



5057D5

5057C12

5056B1

EXHIBIT #10



Google Earth

ATTACHMENTS

- Attachment 1** List of property owners within notification distance
- Attachment 2** Sample Copy of letters to property owners

ATTACHMENT #1



205 MERRIE WAY LANE - PINEY POINT VILLAGE

| HCAD ID | Owner Name 1 | Owner Mail 1 | Owner City | Owner State | Owner Zip | Legal Desc 1 | Legal Desc 2 | Property Address Number | Property Address Street | Property Address Suffix | Property Address ZIP |
|---------|---------------|--------------------------------------|------------|-------------|------------|----------------|----------------------|-------------------------|-------------------------|-------------------------|----------------------|
| 1 | 80617000010 | THE CGC REVOCABLE TRUST | HOUSTON | TX | 77024-7407 | LT 10 | SHADOWOOD U/R | 209 | MERRIE WAY | LANE | 77024 |
| 2 | 1345330010001 | VV MERRIE WAY LLC | HOUSTON | TX | 77056-2408 | LT 1 BLK 1 | YAGER WAY | 213 | MERRIE WAY | LANE | 77024 |
| 3 | 8061700000008 | LASSITER RONALD C | HOUSTON | TX | 77024-7407 | LT 8 | SHADOWOOD U/R | 217 | MERRIE WAY | LANE | 77024 |
| 4 | 806170000015 | ENRIQUET MARTIN A & KARYN M | HOUSTON | TX | 77024-7435 | TR 15 & 16A | SHADOWOOD U/R | 216 | MERRIE WAY | LANE | 77024 |
| 5 | 806170000014 | DAMANI ALAY DAMANI RICHHA | PEARLAND | TX | 77584-8189 | LT 14 & TR 15A | SHADOWOOD U/R | 210 | MERRIE WAY | LANE | 77024 |
| 6 | 806170000013 | BURNER GEORGE R III | HOUSTON | TX | 77024-7435 | LT 13 | SHADOWOOD U/R | 202 | MERRIE WAY | LANE | 77024 |
| 7 | 806170000022 | SUSAN EWEERS PELINI LIVING TR | HOUSTON | TX | 77024-7513 | LT 22 | SHADOWOOD U/R | 11409 | MEMORIAL | DR | 77024 |
| 8 | 1343750010001 | HARRIS PATRICIA L | HOUSTON | TX | 77024-7513 | LT 1 BLK 1 | 11400 MEMORIAL DRIVE | 11400 | MEMORIAL | DR | 77024 |
| 9 | 410280020101 | MIDANI ATYMAN | HOUSTON | TX | 77024-7527 | TR 7J-1 | ABST 72 J D TAYLOR | 11406 | MEMORIAL | DR | 77024 |
| 10 | 410280020100 | AROCHA BERNARDINO MD AROCHA MARIA | HOUSTON | TX | 77024-7527 | TR 7J | ABST 72 J D TAYLOR | 11408 | MEMORIAL | DR | 77024 |
| 11 | 410280070006 | BLANCHARD AUSTIN J | HOUSTON | TX | 77024-7415 | TR 6 | ABST 72 J D TAYLOR | 11309 | PINEY POINT | CR | 77024 |
| 12 | 410280070005 | JACOBS MARC S. JACOBS ANA LEE | HOUSTON | TX | 77024-7415 | TR 5 | ABST 72 J D TAYLOR | 11302 | PINEY POINT | CR | 77024 |
| 13 | 1129480000004 | DROUBI ABDO & SHARON | HOUSTON | TX | 77024-7538 | LT 4 BLK 1 | SAN FELIPE ESTATES | 11411 | MEMORIAL | DR | 77024 |
| 14 | 1129480000006 | LASWELL GREGG C SR & CLAUDIA N | HOUSTON | TX | 77024-7517 | LT 6 BLK 1 | SAN FELIPE ESTATES | 8506 | SAN FELIPE | ST | 77024 |
| 15 | 1129480000005 | SANBORN JOHN R & ROSALBA | HOUSTON | TX | 77024-7517 | LT 5 BLK 1 | SAN FELIPE ESTATES | 8510 | SAN FELIPE | ST | 77024 |
| 16 | 1345330010001 | VV MERRIE WAY LLC | HOUSTON | TX | 77024 | LT 1 BLK 1 | YAGER WAY | 213 | MERRIE WAY | DR | 77024 |
| 17 | 806170000014 | DAMANI ALAY DAMANI RICHHA | HOUSTON | TX | 77024 | LT 14 & TR 15A | SHADOWOOD U/R | 210 | MERRIE WAY | LANE | 77024 |

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

February 24, 2021

THE CGC REVOCABLE TRUST
209 MERRIE WAY LN
HOUSTON, TX, 77024-7407

To Whom It may Concern:

On behalf of our client, **MINGDA ZHAO AND HOLLY CARLSON ZHAO**, we respectfully invite you to attend the Board of Adjustment's hearing at 7:00 P.M. on **MARCH 1st, 2021**, now being held online, using Zoom Meeting Platform.

We wish to inform you that we will be seeking a variance from the Board of Adjustments for the property at **205 Merri Way Lane**. We are requesting a variance to allow a 35.0 feet front building line along Merrie Way Lane a 40' private road easement as allowed in Shadowood unrecorded subdivision by deed restrictions dated June 1, 1953. Proposed residence will be located at 35 feet from the private road easement.

We are seeking a variance to the following portion of the city of Piney Point Village Code of Ordinances:

Sec. 74-244 – Regulations

(c) Area regulations; size of yards

- (1) Front yard: There shall be a front yard having a depth a not less than 50 feet, where all or part of a lot abuts on the turnaround portion of a cul-de-sac street, that portion of such lot fronting upon the turnaround portion of such cul-de-sac shall have a front yard depth of not less that 25 feet.

You're welcome to join the virtual meeting via the link or by phone as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/87286875966?pwd=VTBUM2dDUjRHU3U4emdtdHg4Zm1adz09>

Meeting ID: 872 8687 5966

Passcode: 194300

One tap mobile

+13462487799, 87286875966# 124500# US (Houston)

+12532158782, 87286875966# 124500# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

+1 929 205 6099 US (New York)

Meeting ID: 872 8687 5966

Passcode: 124500

Find your local number: <https://us02web.zoom.us/j/kbwCbPWh7M>

A full variance packet will be available at Piney Point City Hall during normal business hours and also will be available online (www.cityofpineypoint.com) from Friday, February 26, 2021. If you have any questions or concerns, please feel free to contact myself at 281.829.0034.

Sincerely,

MARIO COLINA, P.E.
Probstfeld & Associates, Inc.

Attachments: Reduced copy of existing conditions survey & site plan of proposed residence

SAMPLE