

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

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

March 25, 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, **SETUL G. PATEL AND SEJAL P. PATEL**, Probstfeld & Associates, Inc. respectfully requests a hearing **APRIL 8, 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 AVINISH HOLDINGS

HCAD: 0806170000001

AT: 245 Merrie Way Lane ~ City of Piney Point Village

LGL: Lot 1, Shadowood Unrecorded (32,608 S .)

APPLICANT: Probstfeld & Associates, Inc.

DATE SUBMITTED: 3/25/21

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;

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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. Lot 1 is 32,608 S.F., and It is required by the City of Piney Point Village that this lot must be platted since Shadowood is an unrecorded subdivision. Thus, owners already obtained a preliminary plat approval by the Planning and Zoning commission on January 28, 2021. Preliminary plat of Avinish Holdings is attached in **Exhibit #6**.

The Patel family purchased the lot with the intention of demolishing the existing residence 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 lot. Existing conditions survey is attached in **Exhibit #4**.

The Patel family intends to build the home they have always dreamed. They contracted the professional services of Merge Architects 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 lot with a 40' private road easement with the front property line at the center of the road, thus depraving them of the use of the 20 feet within the private road, irregular shape of the lot with average width of 169.89 feet by only 162.14 feet in depth, and being a non-conforming lot in size, less than 40,000 S.F., 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 72 feet of buildable depth, which is not enough buildable area for the residence they desire and will deprive them of the reasonable use of the land.

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**

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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.**
- **A variance was granted by the Board of Adjustment on March 11, 2021 for 201 & 205 Merrie Way Lane to allow a 35' front building line.**

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 Avinish Holdings.
- 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

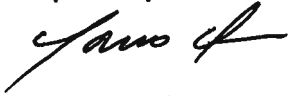
Thank you for your attention in this matter.

PROBSTFELD & ASSOCIATES

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Respectfully,



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

EXHIBITS

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- 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 Avinish Holdings
- Exhibit 7** Previously approved Plats & Insets (2011-2013) with 35' front Building Lines.
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- Exhibit 9** Harris County Appraisal District Map.
- Exhibit 10** Panoramic picture of existing residence.

EXHIBIT #1

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1122029

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

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 G. O. Brown, at 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. Miven 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:

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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 69° 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.

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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 deeded 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.

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(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.

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(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

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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 or 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.

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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 homesite, 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 homesite 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

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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.

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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.

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 April 29, 1953, at 10:55 o'clock A.M.

Recorded June 1, 1953, at 1:13 o'clock P.M.

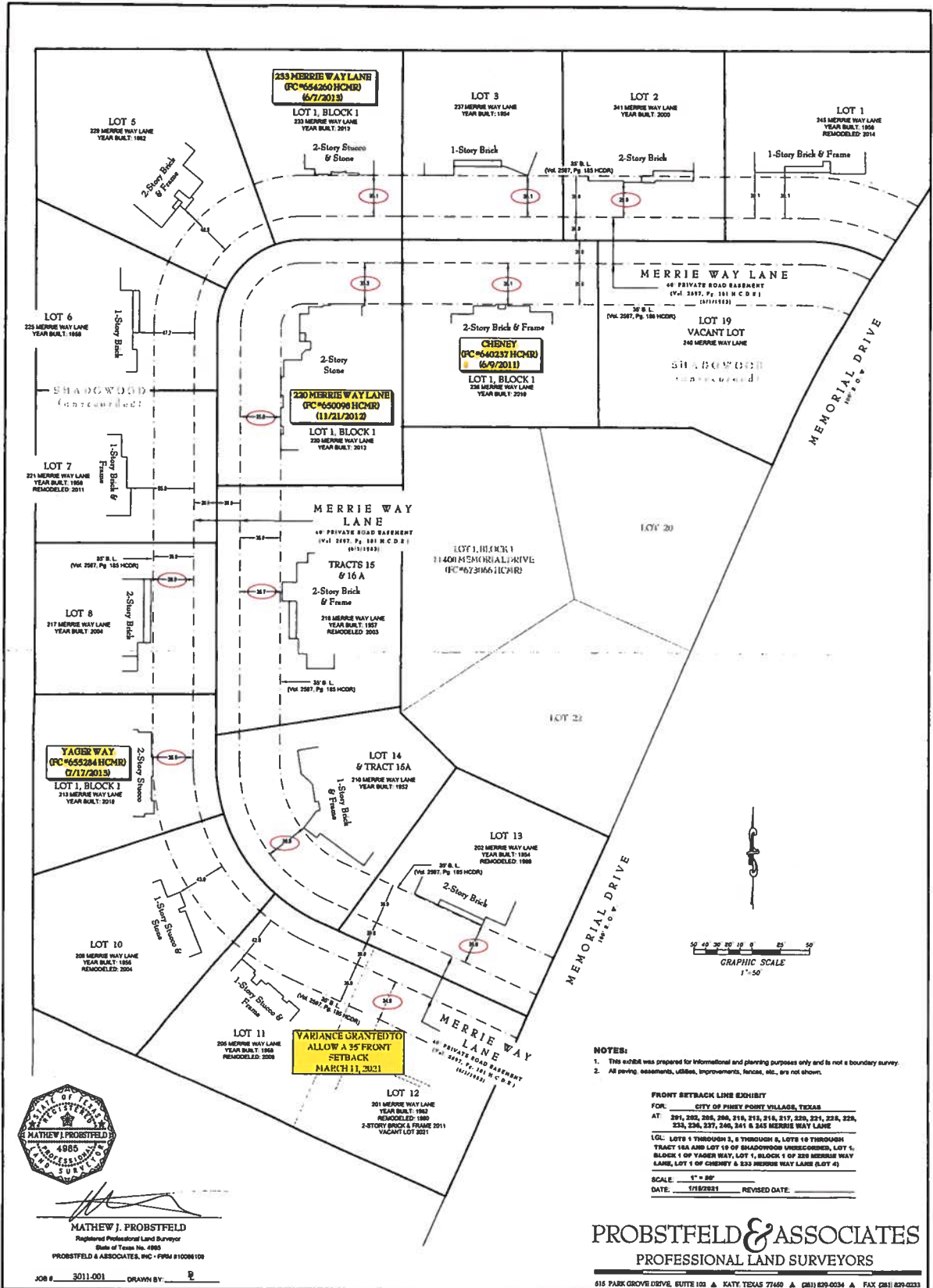
W. D. MILLER, Clerk County Court, Harris County, Texas.

BY Abel R. Adams Deputy

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EXHIBIT #2



MATHEW J. PROBSTFELD
 Registered Professional Land Surveyor
 State of Texas No. 4985
 PROBSTFELD & ASSOCIATES, INC. • PWS # 10066 100

JOB # 3011.001 DRAWN BY: R

- 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: 201, 202, 203, 204, 214, 215, 216, 217, 220, 221, 222, 223, 224, 227, 240, 241 & 242 MERRIE WAY LANE
 LOT 1 THROUGH 3, 5 THROUGH 8, LOTS 10 THROUGH TRACT 15A AND LOT 16 OF SHADOWWOOD UNRECORDED, LOT 1, BLOCK 1 OF YAGER WAY, LOT 1, BLOCK 1 OF 205 MERRIE WAY LANE, LOT 1 OF CHENEY & 233 MERRIE WAY LANE (LOT 4)
 SCALE: 1" = 50'
 DATE: 11/02/21 REVISED DATE: _____

PROBSTFELD & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

615 PARK GROVE DRIVE, SUITE 103 • KATY, TEXAS 77450 • (281) 820-0034 • FAX (281) 820-0233

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**

A variance was granted by BOA on March, 11 2021 for 201 & 205 Merrie Way Lane to allow a 35' Front Set Back



DRIVEWAYS

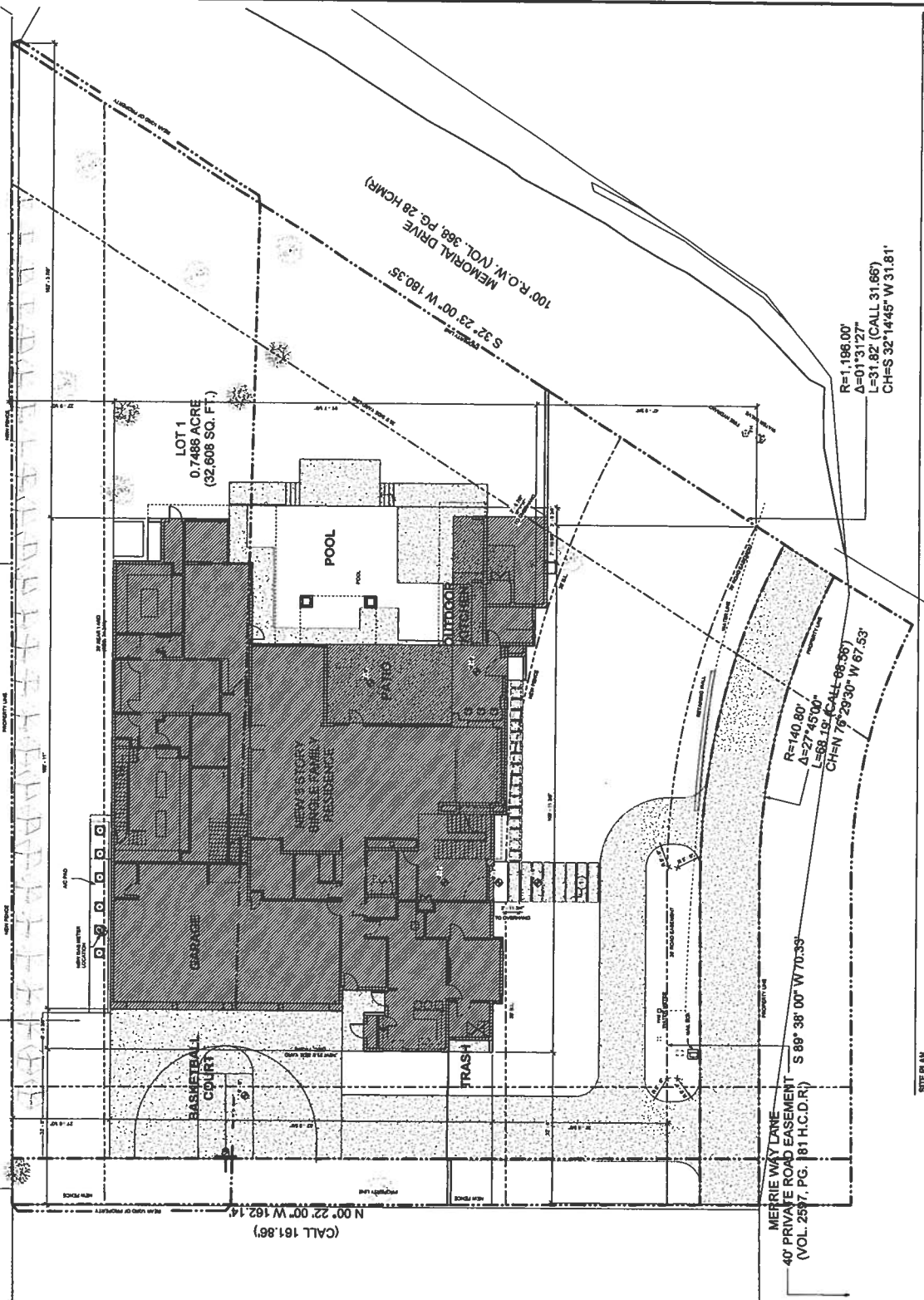


PLEASE NOTE:
 These drawings are for informational purposes only. They are not to be used for construction or other purposes without the written consent of the architect.

DATE:

EXHIBIT #5

N 89° 36' 00" E 250.60'



SITE PLAN

Client: 348 Memorial Way, Lane, Houston, TX 77024. Project No. 1979. Date: 11/11/11.

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

S 72° 17' 45" W 174.26'
(NON-ADJACENT)

LOT 10
SHADOWOOD U/R
0.6248 ACRES
THE OGC RENOVABLE TRUST
(ACCT# 2010041742)

2
B=150.00'
L=126.37'
A=47°53'12"
Cl. Bearing N 41°46'39" W

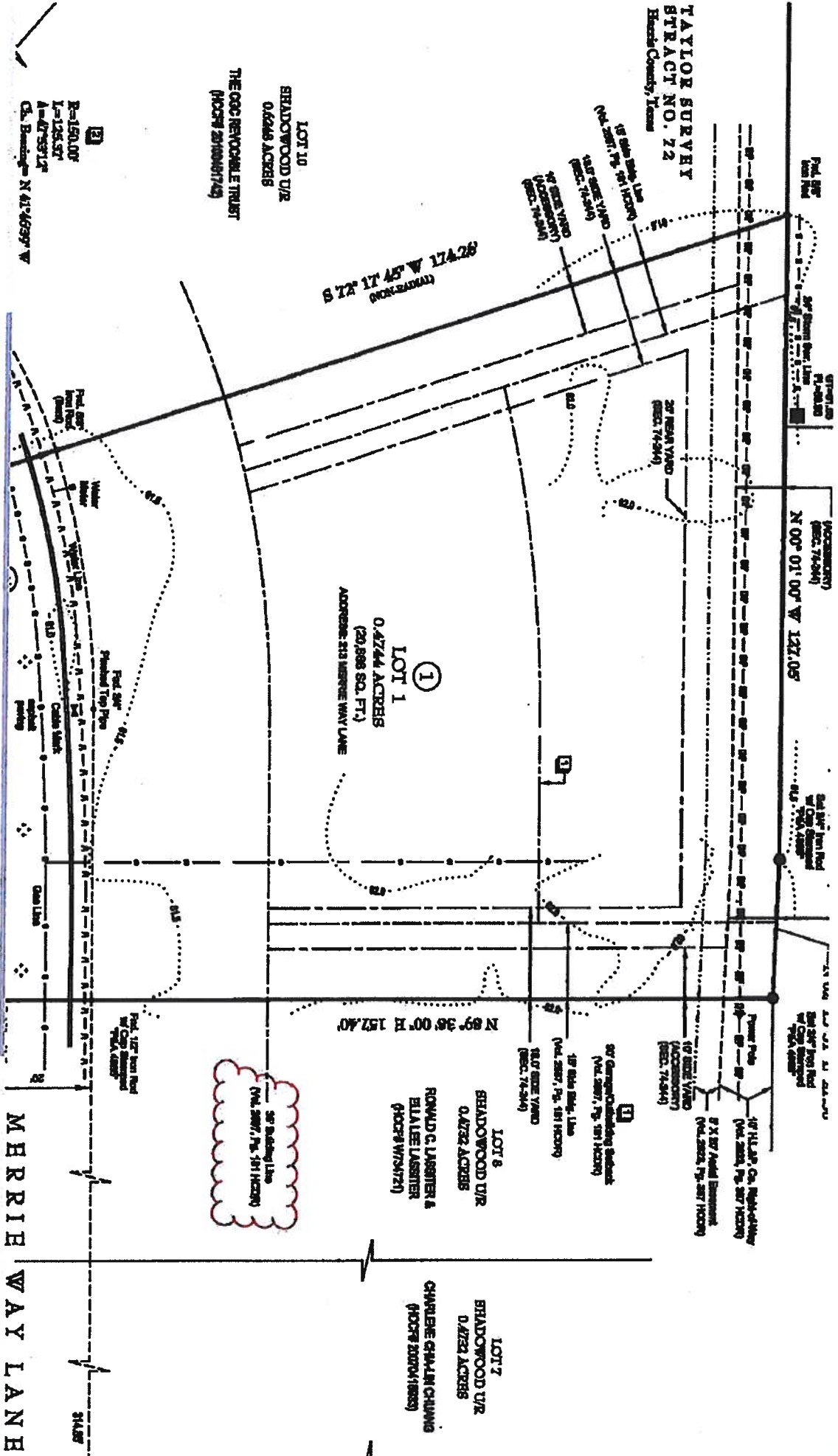
1
LOT 1
0.4744 ACRES
(20,888 SQ. FT.)
ADDRESS: 313 MERRIE WAY LANE

LOT 8
SHADOWOOD U/R
0.4732 ACRES
RONALD C. LASSITER &
BILLIE LASSITER
(ACCT# W15721)

LOT 7
SHADOWOOD U/R
0.4732 ACRES
CHARLENE CHALIN CHUNG
(ACCT# 2002411823)

3
30' Building Line
(VAL. 2007, PG. 581 HCC20)

MERRIE WAY LANE



STATE OF TEXAS
CITY OF TEXAS

20176541-030
 10/19/2017 08:43:33
 STA. 10+00
 CIVIL ENGINEER

I. D. TAYLOR SURVEY - ABSTRACT NO. 73
 Tarrant County, Texas

220 MERRIE WAY LANE

1 LOT 1 BLOCK NO RESERVE

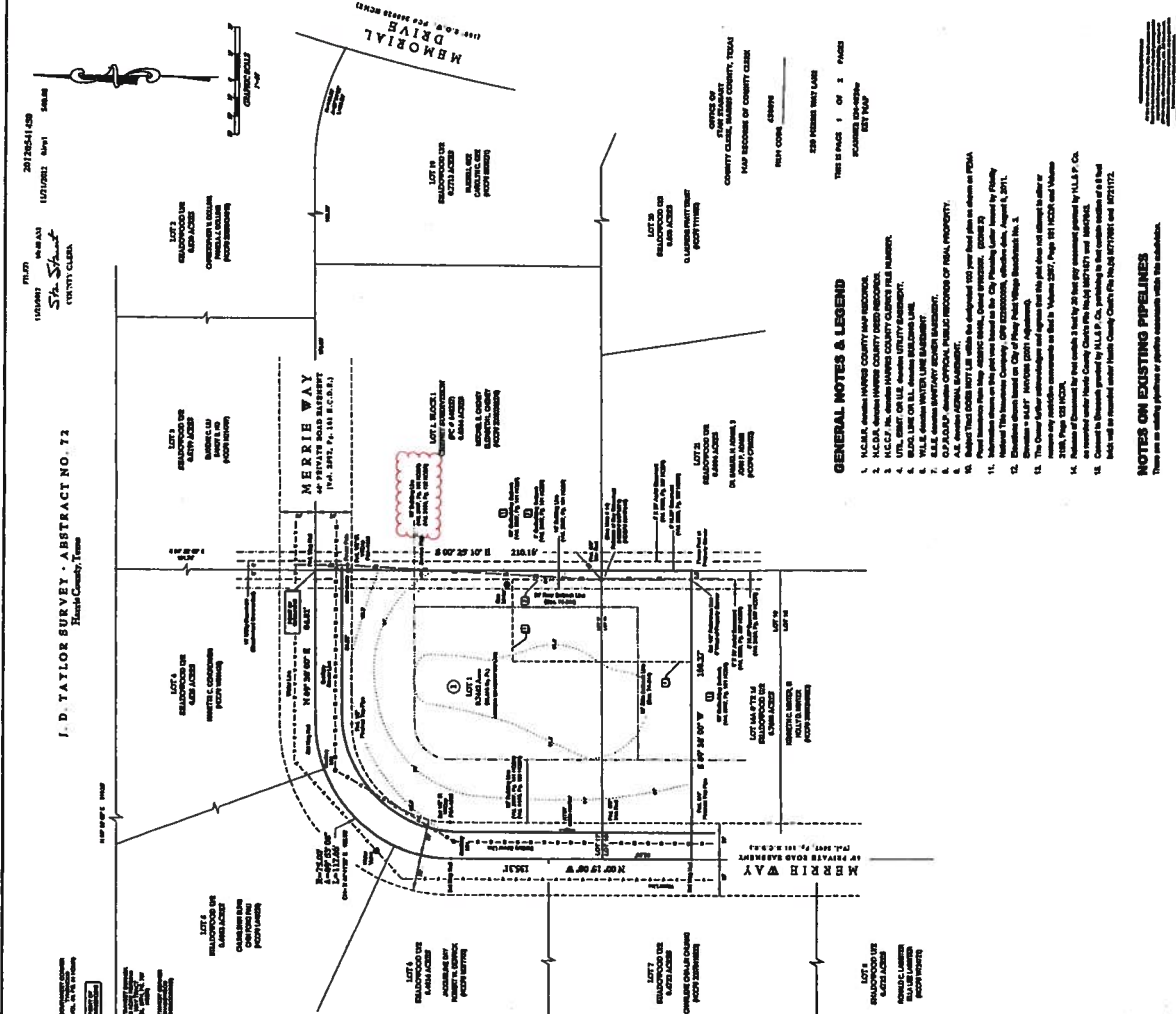
REMARK FOR PLAT:
 TO CREATE ONE BLDG. FOOTPRINT AND ONE BLDG. FOOTPRINT IN AN UNRESERVED BLOCK.

220 MERRIE WAY LANE, LLC
 220 MERRIE WAY LANE, SUITE 100
 MEMPHIS, TN 37517

CITY OF PINEY POINT VILLAGE, TEXAS
 SEPTEMBER 07, 2017

PROBSTFELD & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

OF PINE COUNTY, TEXAS INC. A SECT. 25041 25049 A. 000 000-0000 A. 000 000-0000



GENERAL NOTES & LEGEND

1. NAC&L, TARRANT COUNTY MAP RECORD.
2. NAC&L, TARRANT COUNTY MAP RECORD.
3. NAC&L, TARRANT COUNTY MAP RECORD.
4. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.
5. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.
6. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.
7. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.
8. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.
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11. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.
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13. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.
14. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.
15. UTL, STATE OF TEXAS UTILITY EASEMENT, (2014) 2.

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

OFFICE OF THE COUNTY CLERK
 TARRANT COUNTY, TEXAS
 MAP RECORDS OF COUNTY CLERK

220 MERRIE WAY LANE
 220 MERRIE WAY LANE
 MEMPHIS, TN 37517

THIS IS PAGE 1 OF 3 PAGES
 EXCLUDED BLOCKS
 SEE MAP

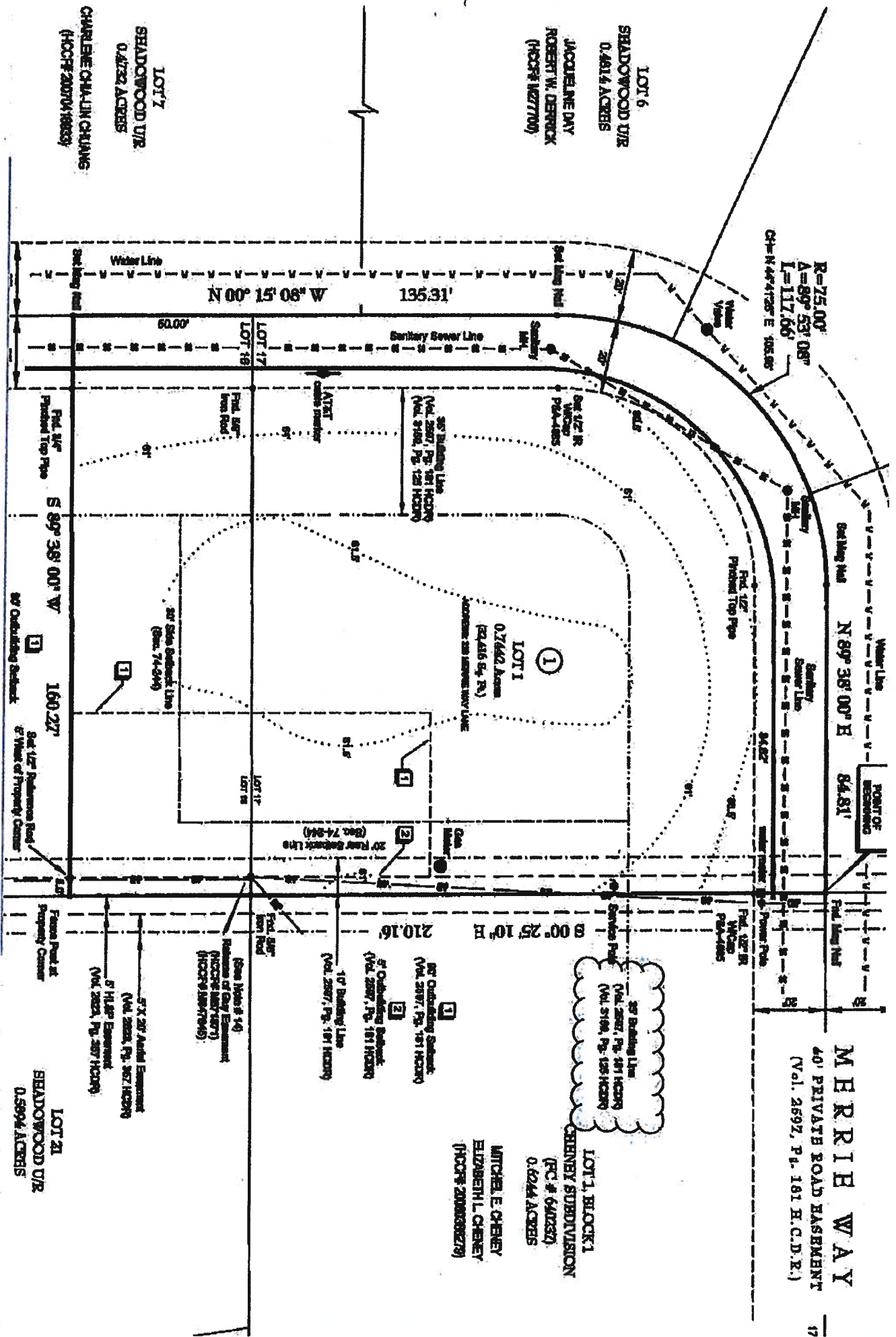
220 MERRIE WAY LANE, LLC
 220 MERRIE WAY LANE, SUITE 100
 MEMPHIS, TN 37517

CITY OF PINEY POINT VILLAGE, TEXAS
 SEPTEMBER 07, 2017

PROBSTFELD & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

OF PINE COUNTY, TEXAS INC. A SECT. 25041 25049 A. 000 000-0000 A. 000 000-0000

MERRIE WAY
 40' PRIVATE ROAD EASEMENT
 (Vol. 2592, P. 181 H.C.D.R.)



LOT 6
 SHADOWWOOD V/E
 0.4814 ACRES
 JACQUELINE DAY
 ROBERT W. DERRICK
 (HCCP# M27700)

LOT 7
 SHADOWWOOD V/E
 0.4723 ACRES
 CHARLENE CHALIN CHANG
 (HCCP# 2007041883)

LOT 1, BLOCK 1
 CHENEY SUBDIVISION
 (FC # 640282)
 0.6204 ACRES
 MITCHEL E. CHENEY
 ELIZABETH L. CHENEY
 (HCCP# 200808279)

LOT 21
 SHADOWWOOD V/E
 0.5894 ACRES

N 00° 15' 08" W 135.31'

S 89° 38' 00" W 160.27'

N 89° 38' 00" E 84.81'

D 00° 24' 10" H 210.16'

R=75.00'
 Δ=89° 53' 08"
 L=117.66'
 CH=N 44° 42' 5" E 105.85'

30' Building Line
 (Vol. 2592, Pg. 181 H.C.D.R.)
 (Vol. 5198, Pg. 128 H.C.D.R.)

10' Building Line
 (Vol. 2597, Pg. 181 H.C.D.R.)
 5' Outbuilding Setback
 (Vol. 2597, Pg. 181 H.C.D.R.)
 5' Outbuilding Setback
 (Vol. 2597, Pg. 181 H.C.D.R.)

5' X 20' Aerial Easement
 (Vol. 2592A, Pg. 287 H.C.D.R.)
 5' H/LSP Easement
 (Vol. 2592A, Pg. 287 H.C.D.R.)
 5' H/LSP Easement
 (Vol. 2592A, Pg. 287 H.C.D.R.)
 5' H/LSP Easement
 (Vol. 2592A, Pg. 287 H.C.D.R.)

5' X 20' Aerial Easement
 (Vol. 2592A, Pg. 287 H.C.D.R.)
 5' H/LSP Easement
 (Vol. 2592A, Pg. 287 H.C.D.R.)

Water Line

Water Meter

Water Valve

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VICINITY MAP

The following is a vicinity map showing the location of the property within the City of Piney Point Village, Texas. The map shows the intersection of Memorial Drive and Merrie Way. The property is located on the east side of Merrie Way, south of Memorial Drive. The map also shows other streets in the area, including Piney Point Drive and Piney Point Lane.

CHENEY SUBDIVISION

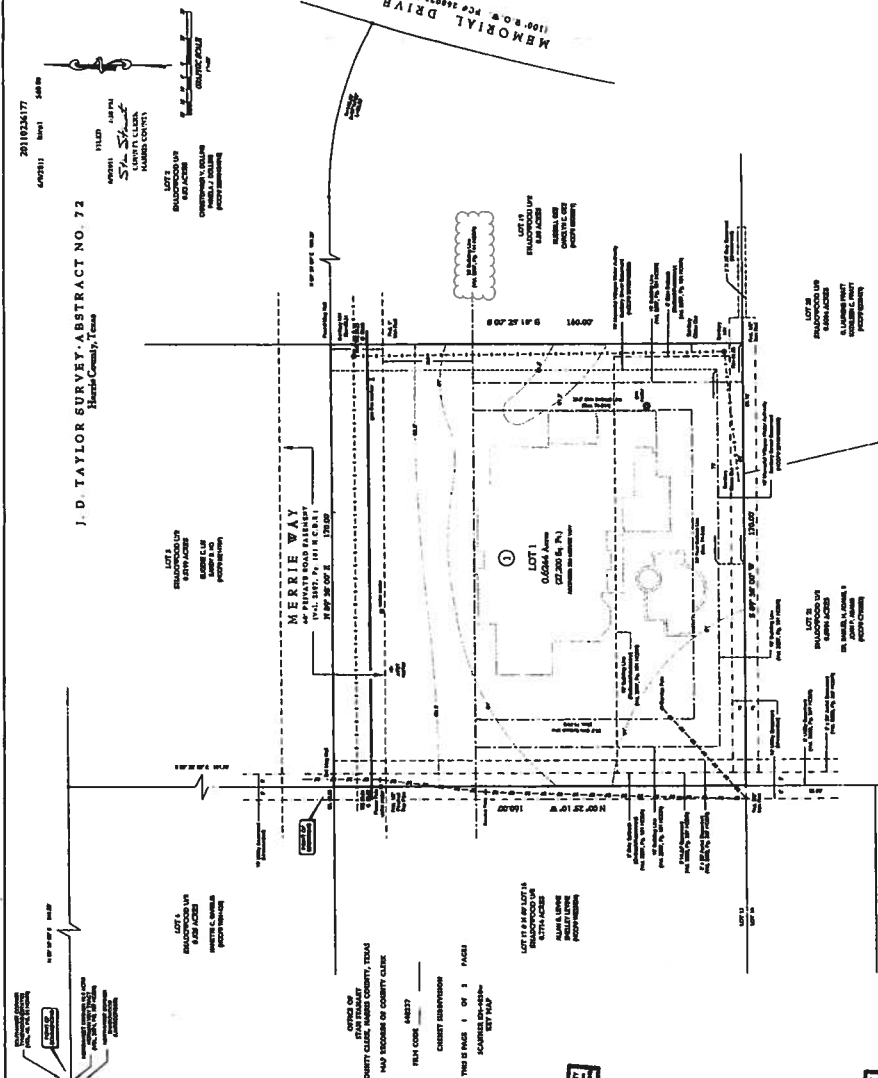
A SUBDIVISION BEING SUBMITTED TO ALL LOTS 10 OF CHENEY, AN UNINCORPORATED SUBDIVISION IN HARRIS COUNTY, TEXAS, AND BEING SET AS A PART OF THAT DIVISION THAT ARE BEING SET AS A PART OF THIS DEED TO BE A PART OF THE CHENEY SUBDIVISION, HARRIS COUNTY, TEXAS.

1 LOT 1 BLOCK NO RESERVE

RECORD FOR PLAT:
 TO CREATE A SINGLE FAMILY RESIDENTIAL LOT FROM A TRACT IN AN UNINCORPORATED SUBDIVISION
 HARRIS COUNTY
 HARRIS COUNTY
 HARRIS COUNTY
 HARRIS COUNTY, TEXAS

PROBSTFELD & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

AT THE COUNTY CLERK'S OFFICE IN THE CITY OF PINEY POINT VILLAGE, TEXAS, ON JUNE 28, 2011



GENERAL NOTES & LEGEND

1. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.
2. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.
3. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.
4. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.
5. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.
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9. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.
10. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.
11. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.
12. H.C.L.A. is a subdivision of HARRIS COUNTY, TEXAS.

NOTES ON EXISTING PIPELINES

There are no existing pipelines in place within the subdivision.

THE STATE OF TEXAS
 COUNTY OF HARRIS

WE, STEPHEN L. CHENEY and STEPHEN L. CHENEY, Surveyors, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Harris County, Texas, and that the same is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Harris County, Texas.

WITNESSES our hands in the City of Piney Point Village, Texas, this 28th day of June, 2011.

By: *Stephen L. Cheney*
 Surveyor

By: *Stephen L. Cheney*
 Surveyor

STATE OF TEXAS
 COUNTY OF HARRIS

WE, PROBSTFELD & ASSOCIATES, Surveyors, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Harris County, Texas, and that the same is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Harris County, Texas.

WITNESSES our hands in the City of Piney Point Village, Texas, this 28th day of June, 2011.

By: *David G. Egan*
 Surveyor

THE STATE OF TEXAS
 COUNTY OF HARRIS

WE, CHENEY SUBDIVISION, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Harris County, Texas, and that the same is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Harris County, Texas.

WITNESSES our hands in the City of Piney Point Village, Texas, this 28th day of June, 2011.

By: *David G. Egan*
 Surveyor

THE STATE OF TEXAS
 COUNTY OF HARRIS

WE, CHENEY SUBDIVISION, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Harris County, Texas, and that the same is a true and correct copy of the original plat as the same appears on file in the office of the County Clerk of Harris County, Texas.

WITNESSES our hands in the City of Piney Point Village, Texas, this 28th day of June, 2011.

By: *David G. Egan*
 Surveyor



PROBSTFELD & ASSOCIATES
 Registered Professional Land Surveyors
 State of Texas No. 4828

EXHIBIT #8

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
080617000001

Tax Year: 2021



Owner and Property Information									
Owner Name & Mailing Address:				PATEL SETUL G & SEJAL P 245 MERRIE WAY LN HOUSTON TX 77024-7407			Legal Description:		LT 1 SHADOWOOD U/R 245 MERRIE WAY LN HOUSTON TX 77024
				Property Address:					
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	32,372 SF	2,755 SF	7834	25501	392 -- ISD 25 - Memorial Villages South of I-10	5057D	490Q	

Value Status Information	
Value Status	Shared CAD
All Values Pending	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		Market	Appraised
Land	1,190,173		Land		
Improvement	286,527		Improvement		
Total	1,476,700	1,430,000	Total	Pending	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	0.85	--	0.85	Pending	Pending	Pending
2	1001 -- Res Improved Table Value	SF3	SF	12,372	1.00	0.50	0.75	--	0.38	Pending	Pending	Pending

Building							
Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1958	2014	Residential Single Family	Residential 1 Family	Good	2,755 *	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 Details (1)

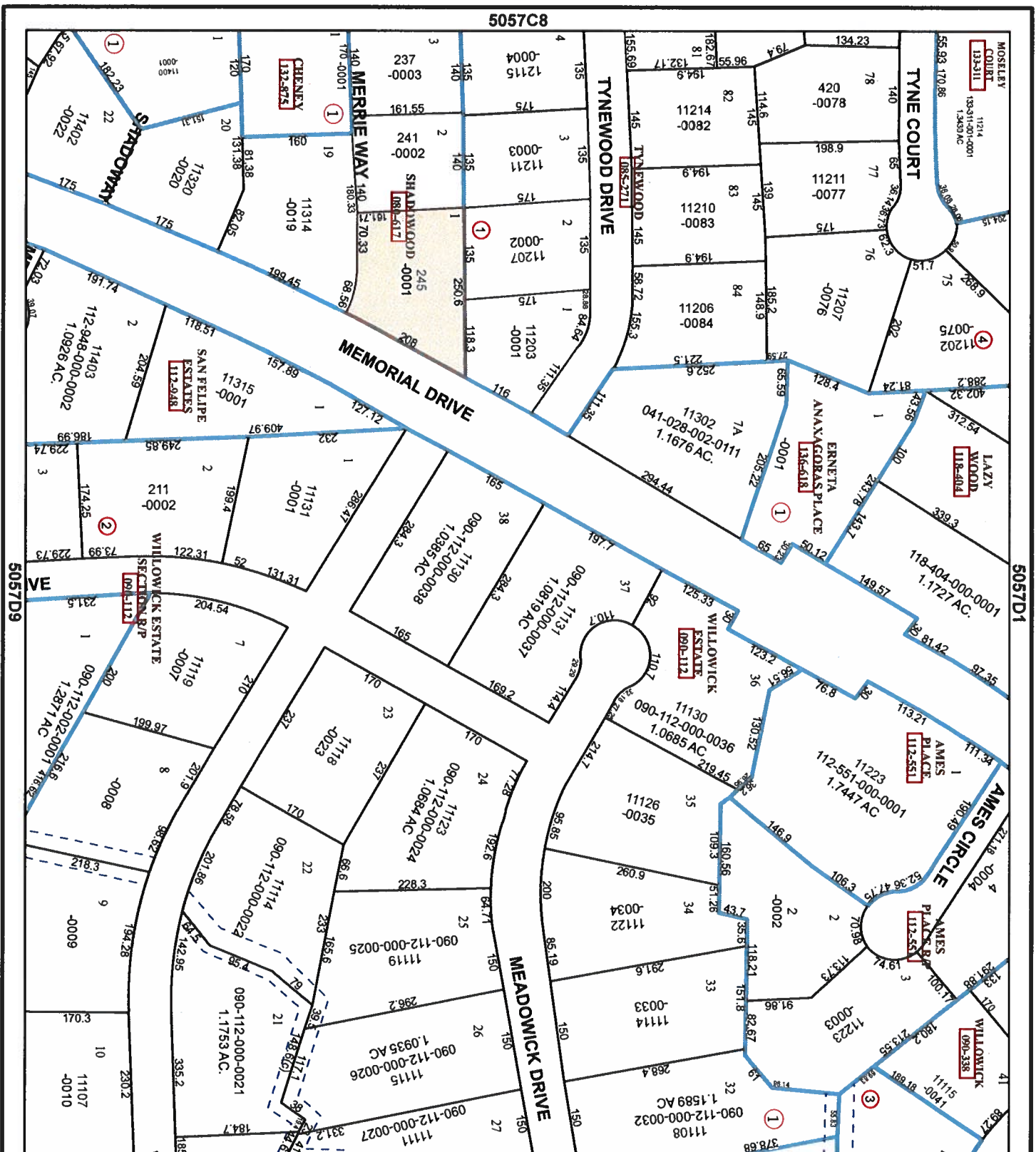
Building Data	
Element	Detail
Cond / Desir / Util	Very Good
Foundation Type	Slab
Grade Adjustment	B-
Heating / AC	Central Heat/AC
Physical Condition	Very Good
Exterior Wall	Brick / Veneer
Cost and Design	Extensive
Element	Units
Room: Total	8
Room: Rec	1
Room: Half Bath	1
Room: Full Bath	2
Room: Bedroom	4
Fireplace: Masonry Firebrick	1

Building Areas	
Description	Area
BASE AREA PRI	2,755
MAS/BRK GARAGE PRI	624
OPEN FRAME PORCH PRI	219

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	Gunite Pool	Average	Average	630.00	2016
2	Pool SPA with Heater	Average	Average	1.00	2016
3	Custom Outdoor Kitchen	Average	Average	1.00	2016
4	Canopy - Residential	Average	Average	272.00	2016

EXHIBIT #9



Harris County Appraisal District



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

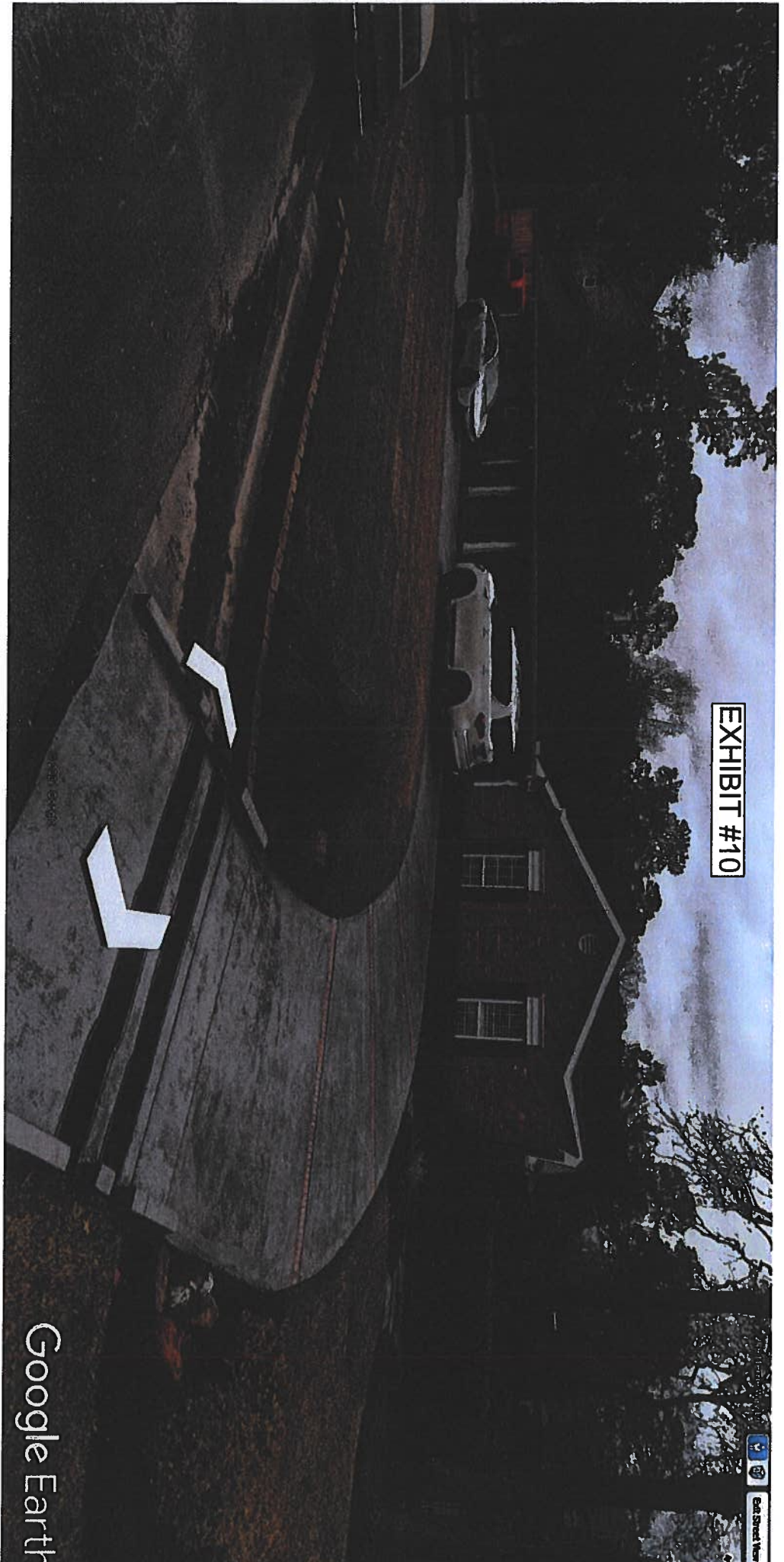
Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.



FACET 5057D5

3	4	1	2	3
7	8	5	6	7
11	12	9	10	11

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

Finnish Holdings

245 MERRIE WAY LANE - PINEY POINT VILLAGE

HCAD ID	Owner Name 1	Owner Mail 1	Owner Mail 2	Owner Mail 3	Owner Mail 4	Owner Mail 5	Owner Mail 6	Owner Mail 7	Owner Mail 8	Owner Mail 9	Owner Mail 10	Owner Mail 11	Owner Mail 12	Owner Mail 13	Owner Mail 14	Owner Mail 15	Owner Mail 16	Owner Mail 17	Owner Mail 18	Owner Mail 19
1	806170000019	LOYA ASLAM	2826 ACORN WOOD WAY	HOUSTON	TX	77099-8808	LT 19		SHADOWOOD U/R	240	MERRIE WAY	LANE	77024							
2	806170000020	PRATT KATHLEEN C ESTATE OF C/O LAUREN'S PRATT TRUST	202 MERRIE WAY LN	HOUSTON	TX	77024-7435	LT 20		SHADOWOOD U/R	11320	MEMORIAL	DRIVE	77024							
3	1363750010001	HARRIS PATRICIA L	11400 MEMORIAL DR	HOUSTON	TX	77024-7513	LT 1 BLK 1		11400 MEMORIAL DRIVE	11400	MEMORIAL	DRIVE	77024							
4	1328750010001	CHENEY MITCHEL & ELIZABETH L	236 MERRIE WAY LN	HOUSTON	TX	77024-7435	LT 1 BLK 1		CHENEY	236	MERRIE WAY	LANE	77024							
5	806170000002	THEIS DAVID W	241 MERRIE WAY LN	HOUSTON	TX	77024-7407	LT 2		SHADOWOOD U/R	241	MERRIE WAY	LANE	77024							
6	806170000003	LIU EUGENE G. HO SANDY B.	16 STILLFOREST ST	HOUSTON	TX	77024-7318	LT 3		SHADOWOOD U/R	237	MERRIE WAY	LANE	77024							
7	852710000004	TESHOLAN MARK	11215 TYNEWOOD DR	HOUSTON	TX	77024-7431	LT 4 BLK 1		TYNEWOOD	11215	TYNEWOOD	DR	77024							
8	852710000003	LONG JASON T & LAUREN A	11211 TYNEWOOD DR	HOUSTON	TX	77024-7431	LT 3 BLK 1		TYNEWOOD	11211	TYNEWOOD	DR	77024							
9	852710000002	AG RUSSO HOMES INC	4 INDIGO ILLUSTION CIR	HOUSTON	TX	77377-2455	LT 2 BLK 1		TYNEWOOD	11207	TYNEWOOD	DR	77024							
10	852710000001	BRITTAIN WILLIAM O % WILLIAM O BRITTAIN TRUST	11203 TYNEWOOD DR	HOUSTON	TX	77024-7431	LT 1 BLK 1		TYNEWOOD	11203	TYNEWOOD	DR	77024							
11	410280020111	COLLINS DAVID A & CATHERINE K	11302 MEMORIAL DR	HOUSTON	TX	77024-7511	TR 7A		ASST 72 J D TAYLOR	11302	MEMORIAL	CR	77024							
12	901120000037	HATCHER DAVID & CLAUDIA	11131 MEADOWICK DR	HOUSTON	TX	77024-7503	LT 37 BLK 1		WILLOWICK ESTATES	11131	MEADOWICK	DR	77024							
13	901120000038	MASSOUD ELIE A & LAURA T	11130 WICKWOOD DR	HOUSTON	TX	77024-7533	LT 38 BLK 1		WILLOWICK ESTATES	11130	WICKWOOD	DR	77024							
14	901130000001	PERACHA WASEEM & UZMA	11131 WICKWOOD DR	HOUSTON	TX	77024-7532	LT 1 BLK 2		WILLOWICK ESTATES	11131	WICKWOOD	DR	77024							
15	1127480000001	MERTHA MONICA	11315 MEMORIAL DR	HOUSTON	TX	77024-7510	LT 1 BLK 1		SAN FELPE ESTATES	11315	MEMORIAL	DR	77024							
16	806170000019	LOYA ASLAM LOYA SAMMA	240 MERRIE WAY LN	HOUSTON	TX	77024-7435	LT 19		SHADOWOOD U/R	240	MERRIE WAY	LANE	77024							
17	806170000020	PRATT KATHLEEN C ESTATE OF C/O LAUREN'S PRATT TRUST	11320 MEMORIAL DR	HOUSTON	TX	77024-7513	LT 20		SHADOWOOD U/R	11320	MEMORIAL	DRIVE	77024							
18	806170000003	LIU EUGENE G. HO SANDY B.	237 MERRIE WAY LN	HOUSTON	TX	77024-7407	LT 3		SHADOWOOD U/R	237	MERRIE WAY	LANE	77024							
19	852710000002	AG RUSSO HOMES INC	11207 TYNEWOOD DR	HOUSTON	TX	77024-7431	LT 2 BLK 1		TYNEWOOD	11207	TYNEWOOD	DR	77024							

ATTACHMENT # 2

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

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

March 25, 2021

LOYA ASLAM
LOYA SAIMA
2826 ACORN WOOD WAY
HOUSTON, TX, 77059-5808

To Whom It may Concern:

On behalf of our client, **SETUL G. PATEL AND SEJAL P. PATEL**, we respectfully invite you to attend the Board of Adjustment's hearing at 7:00 P.M. on **APRIL 8, 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 **245 Merrie 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 Shadowwood 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:

Chapter 74 - 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/87621575568?pwd=MllhV2NseXc0L0lBNTNWTjRPaXdoUT09>

Meeting ID: 876 2157 5568

Passcode: 315108

One tap mobile

+13462487799,,87621575568#,,, *315108# US (Houston)

+12532158782,,87621575568#,,, *315108# 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)

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

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

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 876 2157 5568

Passcode: 315108

Find your local number: <https://us02web.zoom.us/j/kdwKeucOa5>

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, April 2, 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
