

CONCORD BUILDERS

June, 5th, 2019

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

ATTENTION: BOARD OF ADJUSTMENTS

We respectfully request an appeal hearing on June 13th, 2019 at 7:00 pm at the City of Piney Point Village, 7676 Woodway, suite 300, Houston, Texas 77063. We are seeking approval for a variance from the 50' front setback line at 11315 Coloma, to a 40' front setback line. The previous request for approval on this variance was denied on April 11th, 2019 by a vote of 4-1.

The Code of Ordinance that we are requesting a variance for is as follows:

Sec. 74-244 –Regulations

(c) Area regulation; size of yards

(1) Front Yard: There shall be a front yard having a depth of 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 than 25 feet.

STATEMENT OF FACTS

Lot 23, Block 1 of Tynewood is a 22, 594 sq. ft. non-conforming lot that is 143 feet deep and 158 feet wide. The current house on this lot, has a living space of 4,432 and was built in 1968 **(EXHIBIT 1)** All lots along Coloma are non-conforming lots and the 3 lots on the North side of Coloma have a 35 foot setback and current homes are built as such, and the 5 lots on the south side of Coloma have a 40 foot setback, 4 houses are built at 40 feet including a newer home built in 2004, and 1 house, lot 24, which is built in 2002 has a 52 foot front setback **(EXHIBIT 2)**

Concord Builders has built many homes in the City of Piney Point, and have never asked for a variance in the past **(EXHIBIT 7-9)**, and have always complied with all City of Piney Point ordinances. We are asking for the front setback variance to be approved in this instance for a few reasons. First, the depth of the lot creates an unnecessary hardship in the design aspect of the house. The square footage of the lot, 22,594 is not an issue, it is merely the depth. Of all lots in Tynewood, the lots on the north and south side of Coloma, and lots 46 and 47 on

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Tynebridge are the shallowest lots as illustrated in **(EXHIBIT 18)**. Also, we are not asking for any variance on the side setbacks, and will follow the more restrictive 23.7 foot setback on the sides as required by city of Piney Point Code. The side setbacks on the plat for Tynewood are at 20 feet. Piney Point is the most affluent area in the state according to the City of Piney Point website, and homeowners that choose to live in here have come to expect certain amenities in their homes that will not be able to be accomplish this with a 50 foot setback on this lot. All previous homes we have built in Piney Point have a Master bedroom, 2nd bedroom on the first floor, and large 3 car garages. They require a backyard area that is sufficient and commensurate to the homes that they live in. It is not only the design of the house that one must take into account, the design of all outdoor living spaces, yards, porches, and driveways must also be taken into consideration. For instance, ample ingress and egress must be achieved when designing a garage as this is something that a family will use multiple times every day. The ability to have an outdoor living area, pool, and sufficient yard must be account as well. Having well planned, well thought out homes with good floor plans in your neighborhood we feel, is an asset to a neighborhood, not a detriment **(EXHIBIT 3-6)**

The rules and regulations for Piney Point Construction were written for lots that are 40,000 feet in size. While we understand that most of the lots in Tynewood are much smaller than, the majority of these lots also have deeper depth. Lots that are larger will generally have wider and deeper dimensions.

Furthermore, In addition to the shallow depth of the lot there is a rear easement that contains power lines that average 7'9" away from the property line. This creates an unnecessary hardship in building a pool in the rear yard, because current code requires that water edge be 10 away laterally from any power line and 22 ½ feet diagonal from the power line. These requirements can't be achieved while maintaining a reasonable distance from the house to build a pool that is of equal stature to the home. This also does not full use of the Piney Point code which allows a pools to be within 10 feet of the rear property line in the rear third of the lot **(EXHIBIT 10 & 11)**.

The 50' setback requirement coupled with the depth of the lot, and the easement and power line location at the rear of the property creates an unnecessary hardship in building a swimming pool for recreational purposes on the property. The Houston Court of appeals specifically recognized that this very ordinance created a sufficient hardship in a case with the same factual circumstances to our current case, *Board of Adjustment of City of Piney Point Village v. Solar* **(EXHIBIT 12)**

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The plat, which was record on July 6th 1955 has a 50 foot setback. However, on November 1st 1955 a variance was granted to change the building line from 50 feet to 40 feet on the following lots.

Lots 21-25 of Tynewood block 1 and lots 26 – 28 of block 2 to 35 feet **(EXHIBIT 14)**

Exactly one year later, on November 1st, 1956 the BOA of Piney Point Village granted a variance for a number of lots in Tynewood, These are detailed in **(EXHIBITS 15 & 16)**

There are a total of 14 lots, not abutting the turnaround portion of a cul de sac in which variance was granted along Coloma and Tynebridge, in 1955 and 1956 respectively. The protective control document for Tynewood states that Covenants and restrictions shall run with the land, in which case any variance granted previously shall run with the land as well **(EXHIBIT 17)**.

The enforcement of a 50' setback on lots that were previously granted variances will also create an unnecessary economic hardship for all of the lots that were previously granted variances. As builders who have developed many properties in Piney Point, the imposition of this 50' will dramatically reduce the value of these properties. We purchased the lot with the understanding that there was a 40' setback in place as previously granted and the existing house is also built at 40 feet. We would have not purchased this lot had we known that a 50' setback would be enforced.

We hereby request that the Variance be approved considering that in doing so would not be contrary to the public interest and enforcement of the 50' setback will result in an unnecessary hardship.

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LIST OF EXHIBITS

1. Survey of existing house and conditions
2. Location of existing residences along Coloma
3. Site plan of proposed house
4. First floor plan of proposed house
5. Second Floor plan of proposed house
6. Front elevation of proposed house
7. Example of previous home built – 220 Merrie Way Lane – 35 foot setback
8. Example of previous home built – 11125 North Country Squire – 50 foot setback
9. Example of previous home built – 11140 South Country Squire – 50 foot setback
10. Power line profile survey – 11315 Coloma
11. Example plan with 50' setback and pool
12. Board of Adjustment of City of Piney Point Village v. Solar Case
13. Tynewood Plat
14. Variance for lots 21 -25 block one facing North on Coloma to 40' setback, and Lots 26-28 block 2 facing South on Coloma to 35' setback
15. Piney Point BOA markup for variance on numerous lots in Tynewood, August 9th, 1956
16. Executed Variance for numerous lots in Tynewood November, 6 1956
17. Tynewood Protective Control Document
18. Tynewood Lot Depth Analysis

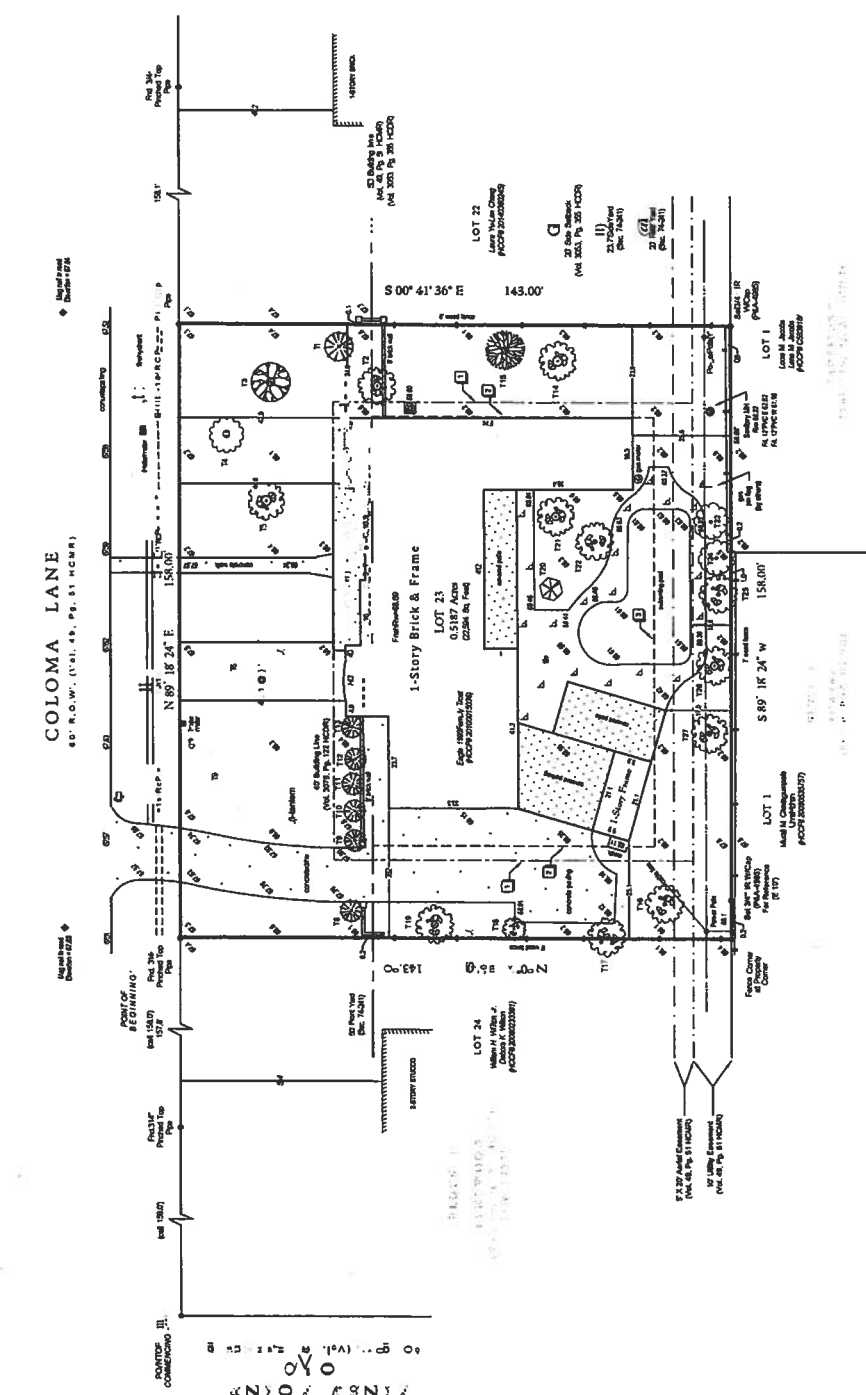
List of Attachments

1. List of neighbors notified within 200 feet
2. Sample letter to homeowners

Respectfully Submitted,


Jeff Gaston
Concord Builders

COLOMA LANE
60' R.O.W. (V.O.I. 45', P.S. 51' R.O.W.)



EMALICOPI
NOT TO BE RECORDED FOR ANY PURPOSE

CSB L. 2647921 - DAWN B. P./J.M.C. -

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

55 PARKWAY DRIVE, SUITE 301 A, KATY, TEXAS 77450 A. (817) 620-0200 A. FAX (817) 620-0203

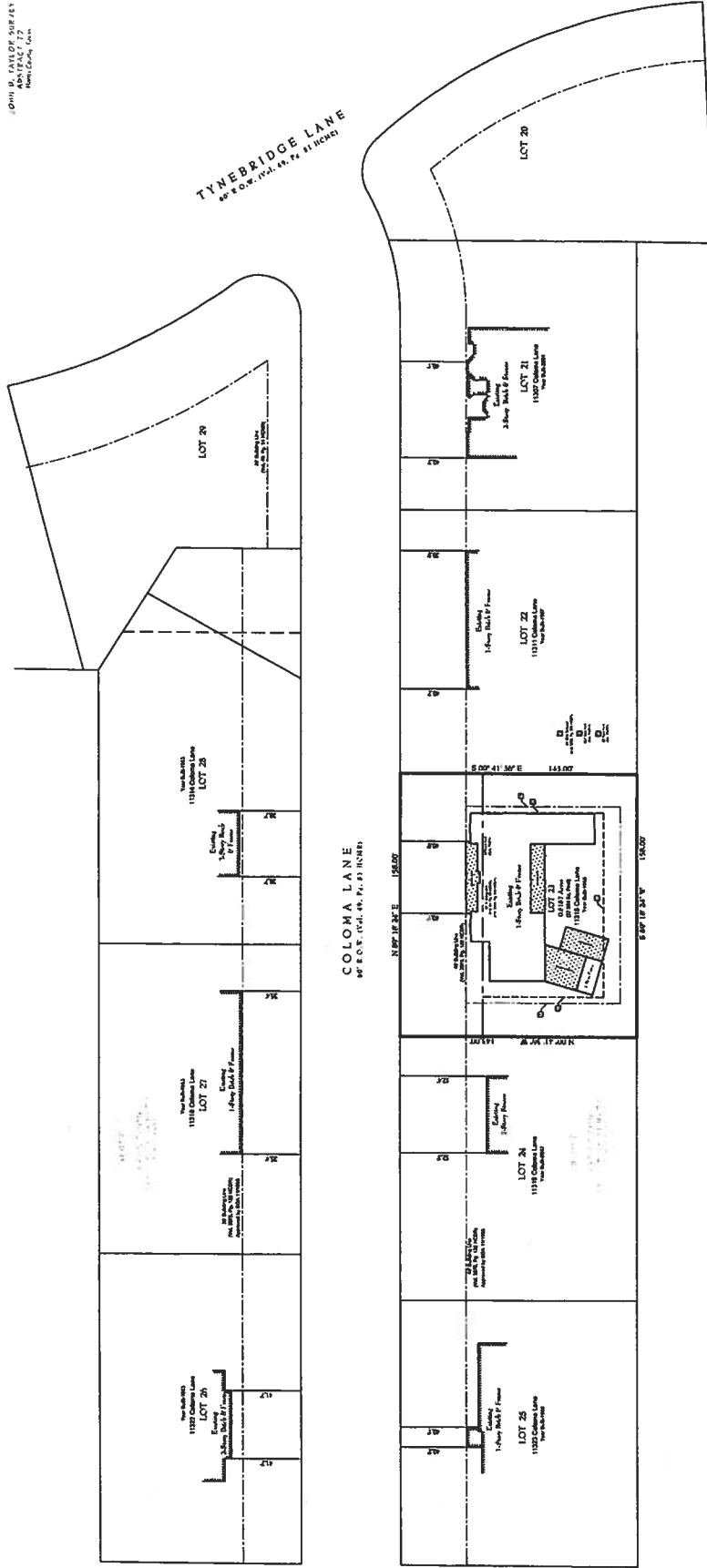
Lot #	Area (Acres)	Volume	Survey Date	Surveyor
1	0.1587	158.00	12/15/20	EMALICOPI
2	0.1587	158.00	12/15/20	EMALICOPI
3	0.1587	158.00	12/15/20	EMALICOPI
4	0.1587	158.00	12/15/20	EMALICOPI
5	0.1587	158.00	12/15/20	EMALICOPI
6	0.1587	158.00	12/15/20	EMALICOPI
7	0.1587	158.00	12/15/20	EMALICOPI
8	0.1587	158.00	12/15/20	EMALICOPI
9	0.1587	158.00	12/15/20	EMALICOPI
10	0.1587	158.00	12/15/20	EMALICOPI
11	0.1587	158.00	12/15/20	EMALICOPI
12	0.1587	158.00	12/15/20	EMALICOPI
13	0.1587	158.00	12/15/20	EMALICOPI
14	0.1587	158.00	12/15/20	EMALICOPI
15	0.1587	158.00	12/15/20	EMALICOPI
16	0.1587	158.00	12/15/20	EMALICOPI
17	0.1587	158.00	12/15/20	EMALICOPI
18	0.1587	158.00	12/15/20	EMALICOPI
19	0.1587	158.00	12/15/20	EMALICOPI
20	0.1587	158.00	12/15/20	EMALICOPI
21	0.1587	158.00	12/15/20	EMALICOPI
22	0.1587	158.00	12/15/20	EMALICOPI
23	0.1587	158.00	12/15/20	EMALICOPI
24	0.1587	158.00	12/15/20	EMALICOPI

- NOTES:**
1. Easements are not shown on this plat.
 2. Dimensions shown based on City of Plover Village Subdivision No. 5, Division # 61.68 (NWCSD) (2001 subdivision).
 3. Lot subject to any and all zoning ordinances or proposed zoning ordinances including those by the City of Plover. Height, front, side and rear yard setbacks for all structures shall comply with all applicable zoning codes of the City of Plover. The building area, exclusive of driveway and enclosed walkways, shall not exceed 30 percent of the lot area, exclusive of machinery enclosures, and the building area, inclusive of all structures (including driveway, tanks or other flat roofs, unenclosed walkways, all other structures and impervious surfaces), shall not exceed 50 percent of the lot area. Additional provisions for accessory structures, sports courts, swimming pools, generators, etc., are not shown and shall comply with applicable zoning codes.
 4. The plat is a deed recorded in Volume 355, Page 255 of the Deed Records of Harris County, Texas. Lot may be subject to certain requirements pertaining to front, side and rear setbacks and other architectural provisions such as, awnings, eaves, etc., in relation to architectural standards under applicable zoning codes and should be verified prior to any planning or construction. Written approval by the Architectural Commission is required for any such modifications.
 5. Surveyor has not abstracted this property. This survey has been prepared based upon information provided by the landowner. No independent investigation of the accuracy of the data company's work has been performed by the surveyor. Zoning ordinances and zoning building setback lines (if any) are not shown. Buyer may wish to verify the zoning code and setbacks as set forth under Easements From Conveyance in Schedule 9 of the Title Commitment.
 6. All bearings are based on the South-south line of Coloma Lane. (N 89° 19' 24" E)

PLAT OF PROPERTY
FOR THE CITY OF PLOVER, TEXAS, IN THE COUNTY OF HARRIS, TEXAS.
AT 15332 COLOMA LANE, LOT 23, BLOCK 1, TRACT 1, VOLUME 355, PAGE 255 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.
DATE 12/15/2020 REVISED DATE 12/15/2020
THE PROPERTY DOES NOT lie within the designated 100 year Floodplain Zone. X (unshaded) EFF. DATE 6/2/2007
BASE FLOOD ELEVATION 84.4
THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE COMMITMENT PROVIDED BY A.B.T. TRACT 1, VOLUME 355, PAGE 255 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.
THIS SURVEY IS THE PROPERTY OF PROBSTFELD & ASSOCIATES, INC. IT IS CERTIFIED FOR THIS TRANSACTION ONLY, AND IS NOT TRANSFERABLE TO ADOT.

EXHIBIT 1

JOHN D. TAYLOR SURVEY
 1000 PINEY POINT RD
 WYOMING, WY 82001



Note: Year Built per HCAD records.

EXHIBIT PREPARED FOR:

FOR: 11318 COLOMA LANE, LLC

AT: COLOMA LANE FROM PINEY POINT RD TO TYNEBRIDGE LN

SCALE: 1" = 30'

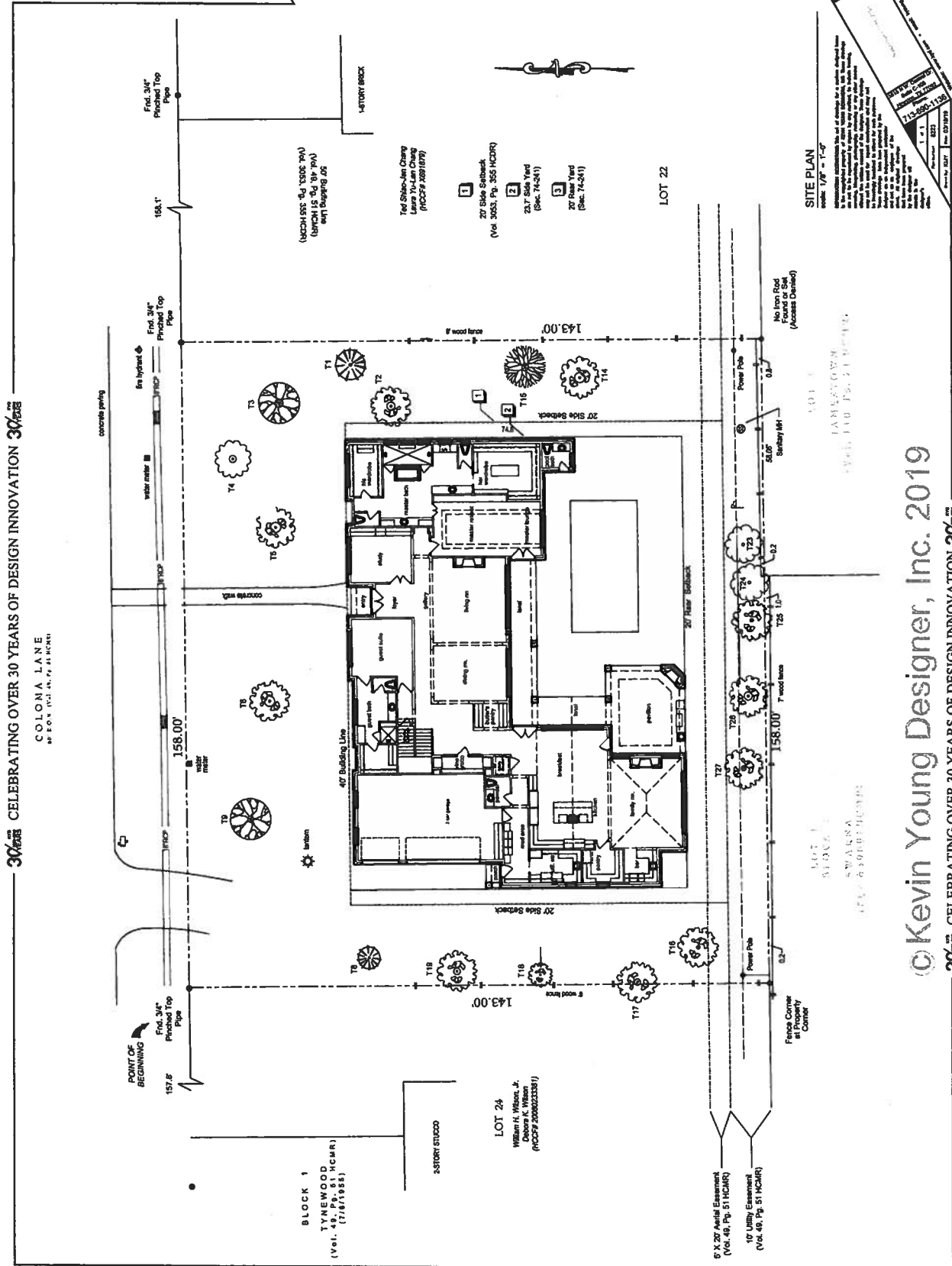
DATE: 2/13/2019

REVISED DATE:

PROBSTFELD & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

BY PROFESSIONAL SURVEYOR JOHN D. TAYLOR, LICENSE NO. 11318 (2019)

EXHIBIT 3



30th ANNIVERSARY CELEBRATING OVER 30 YEARS OF DESIGN INNOVATION **30th ANNIVERSARY**

COLOMA LANE
 65' 0" (V.C. 14, P. 41 HCMR)

BLOCK 1
TYNEWOOD
 (Vol. 48, Pg. 188)

LOT 24
 William H. Wilson, Jr.
 David K. Wilson
 (MCD# 2008223381)

- 1 27' Side Setback
 (Vol. 3053, Pg. 355 HCMR)
- 2 20' Side Setback
 (Sec. 74-241)
- 3 20' Rear Yard
 (Sec. 74-241)

LOT 22

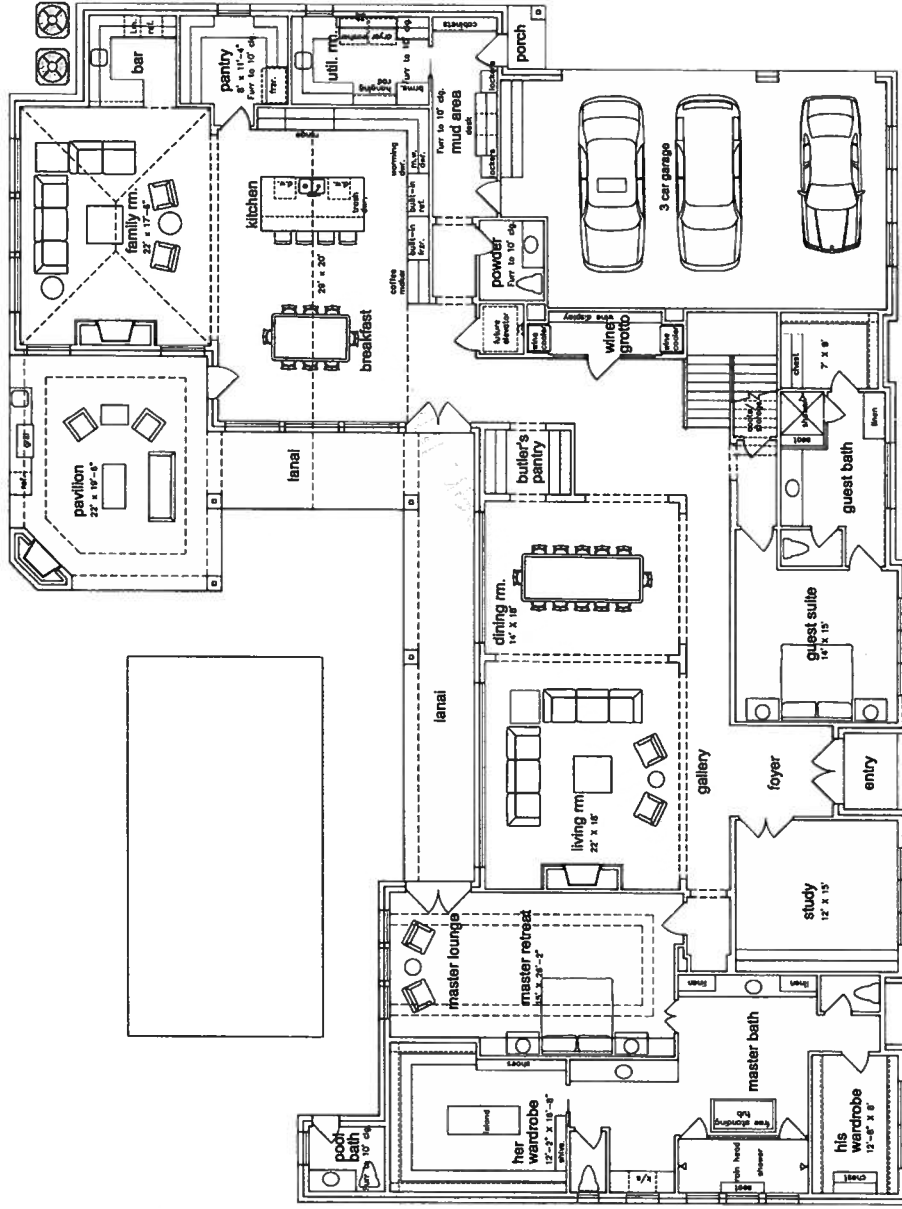
SITE PLAN
 scale: 1/8" = 1'-0"

LOT 26
 JAMES GOWEN
 (Vol. 110, P. 21 HCMR)

LOT 25
 SWARSA
 (Vol. 63, P. 10 HCMR)

© Kevin Young Designer, Inc. 2019
30th ANNIVERSARY CELEBRATING OVER 30 YEARS OF DESIGN INNOVATION **30th ANNIVERSARY**

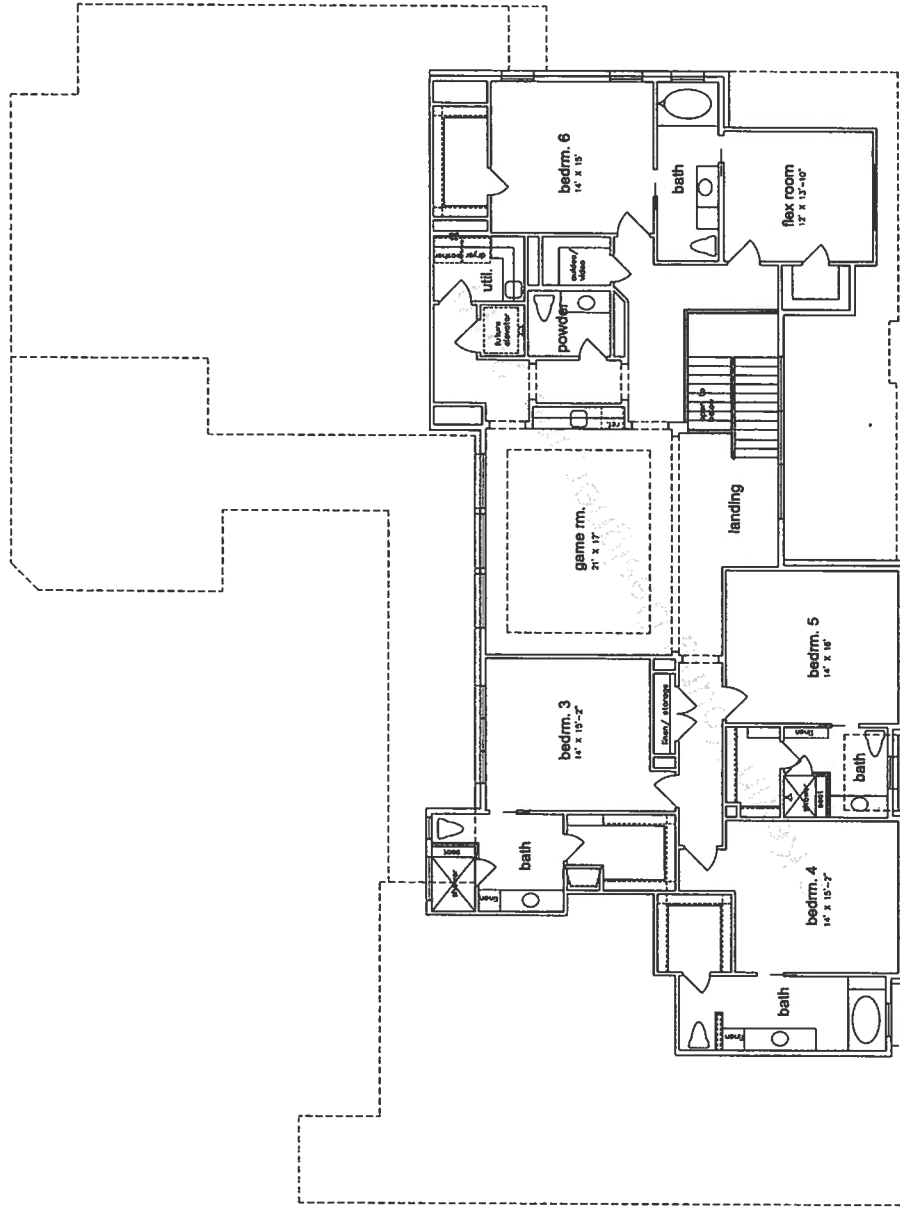
PROFESSIONAL SEAL
 Kevin Young
 License No. 111-590113
 State of California
 Registered Professional Engineer
 Mechanical
 11/15/2015 - 11/15/2020



5187
 505
 833
 first floor
 second floor
 TOTAL LIVING AREA

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"
 ARCHITECT: CMAA
 PROJECT NO.: 2007
 DATE: 11-13-2007
 SHEET NO.: 2007-100
 TOTAL SHEETS: 100



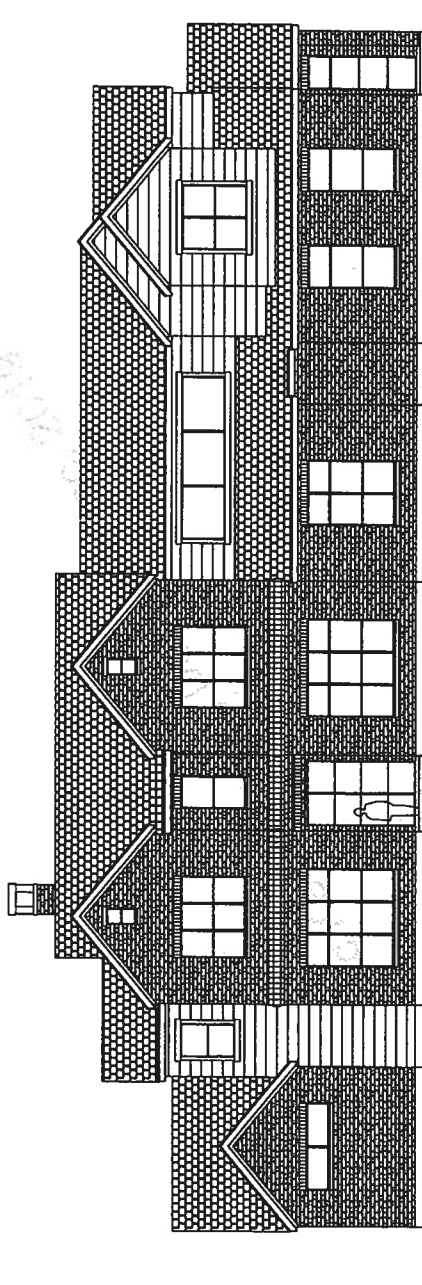
SECOND FLOOR PLAN

Scale: 1/8" = 1'-0"

It is the responsibility of the architect to provide the client with a complete set of drawings for construction. The client is responsible for providing the architect with all necessary information and data. The architect is not responsible for any errors or omissions in the drawings or for any consequences arising therefrom. The client is advised to consult with a professional engineer or other qualified professional for any specialized services required. The architect's liability is limited to the design and construction of the building. The client is advised to obtain all necessary permits and approvals from the appropriate authorities. The architect is not responsible for any delays or cost overruns in the project. The client is advised to review the drawings carefully and to approve them in writing before construction begins. The architect is not responsible for any changes or modifications to the drawings after they have been approved. The client is advised to maintain a good working relationship with the architect throughout the project. The architect is not responsible for any accidents or injuries that may occur on the construction site. The client is advised to follow all safety rules and regulations on the construction site. The architect is not responsible for any damage to the property or to the environment. The client is advised to take all necessary precautions to protect the property and the environment. The architect is not responsible for any legal actions or claims against the architect or the client. The client is advised to consult with a lawyer for any legal matters. The architect is not responsible for any insurance or bonding requirements. The client is advised to obtain all necessary insurance and bonding. The architect is not responsible for any title or boundary issues. The client is advised to obtain a title search and a boundary survey before construction begins. The architect is not responsible for any zoning or code violations. The client is advised to obtain all necessary zoning and code approvals. The architect is not responsible for any environmental or historical preservation issues. The client is advised to consult with a professional engineer or other qualified professional for any specialized services required. The architect is not responsible for any other matters not specifically mentioned in these terms and conditions.

EXHIBIT 6

30th CELEBRATING OVER 30 YEARS OF DESIGN INNOVATION 30th



FRONT ELEVATION
Scale: 1/4" = 1'-0"

THIS DRAWING IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF KIMLEY-HORN AND ASSOCIATES, INC. IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING AGREES TO HOLD KIMLEY-HORN AND ASSOCIATES, INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY KIMLEY-HORN AND ASSOCIATES, INC. AS A RESULT OF SUCH REUSE OR MODIFICATION.

Project No.	113-000-110
Revision	022
Scale	1/4" = 1'-0"
Date	02/07/19

Kimley-Horn & Associates, Inc.
113-000-110
022
1/4" = 1'-0"
02/07/19

30th CELEBRATING OVER 30 YEARS OF DESIGN INNOVATION 30th

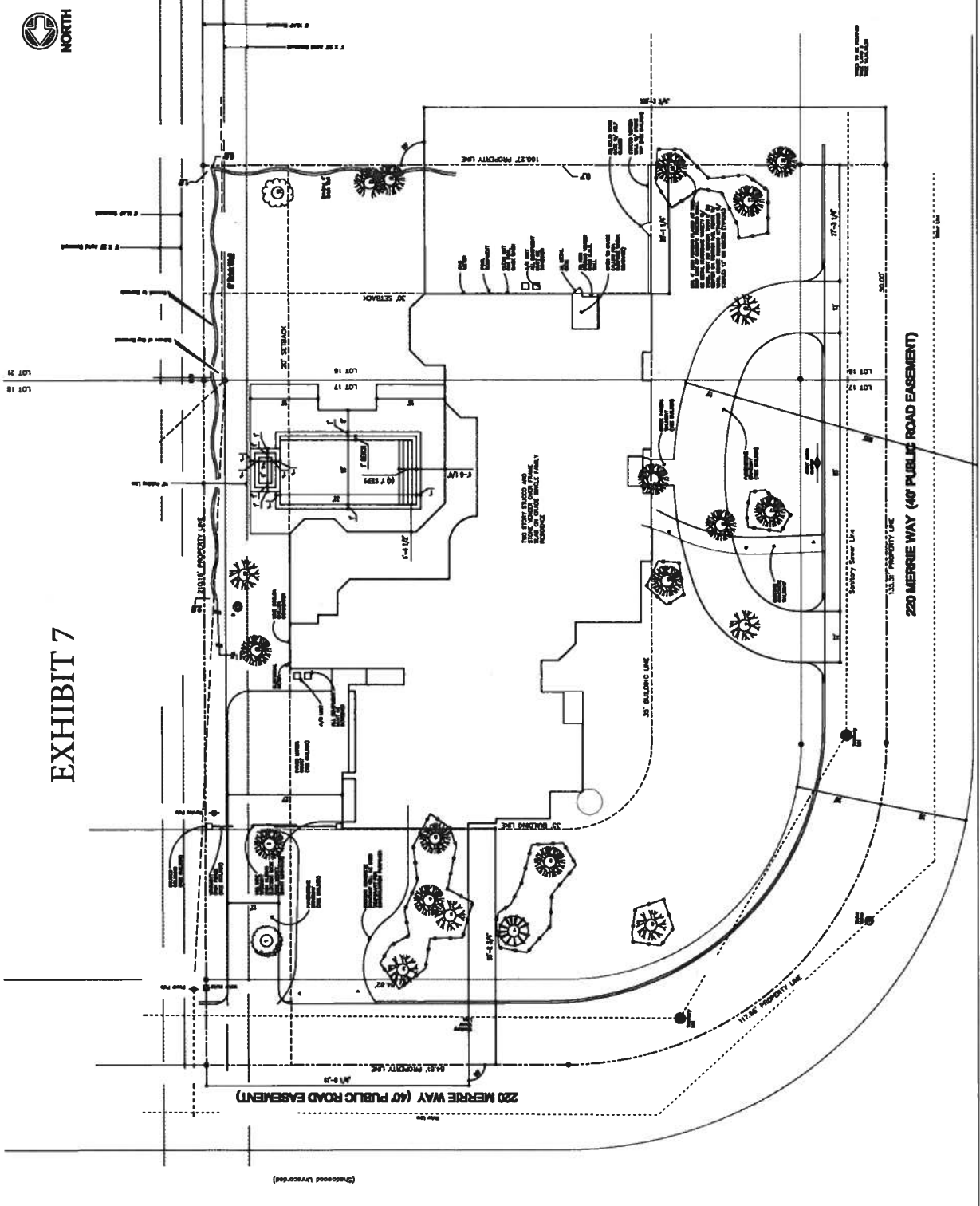


EXHIBIT 7

lot coverage calculations

Existing Area	Proposed Area	Total Area
Meth Structure	7143	7143
Street	8442	8442
Accessory Bldgs	2807	2807
Porch, Deck and Patios	2807	2807
Floor and Deck	32418	32418
32418	32418	32418
Includes all buildings within 5' of north structure		

Percent of Lot Coverage by Meth Structure: 7143 / 32418 = 22%
 Area of Meth Structure: 7143 / 32418 = 22% Max. Coverage

Percent of Total Lot Coverage: 11184 / 32418 = 34%
 Area of Lot: 32418 = 30% Max. Coverage
 (Ordinary/Unimproved/Street, Utility)

unimproved concrete driveway plan

- #1 The plan shows the driveway to be located at the rear of the lot.
- #2 The driveway is to be constructed of concrete.
- #3 The driveway is to be 10 feet wide.
- #4 The driveway is to be 10 feet deep.
- #5 The driveway is to be located within the 20-foot setback from the rear property line.
- #6 The driveway is to be located within the 25-foot setback from the side property lines.
- #7 The driveway is to be located within the 25-foot setback from the front property line.
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new construction

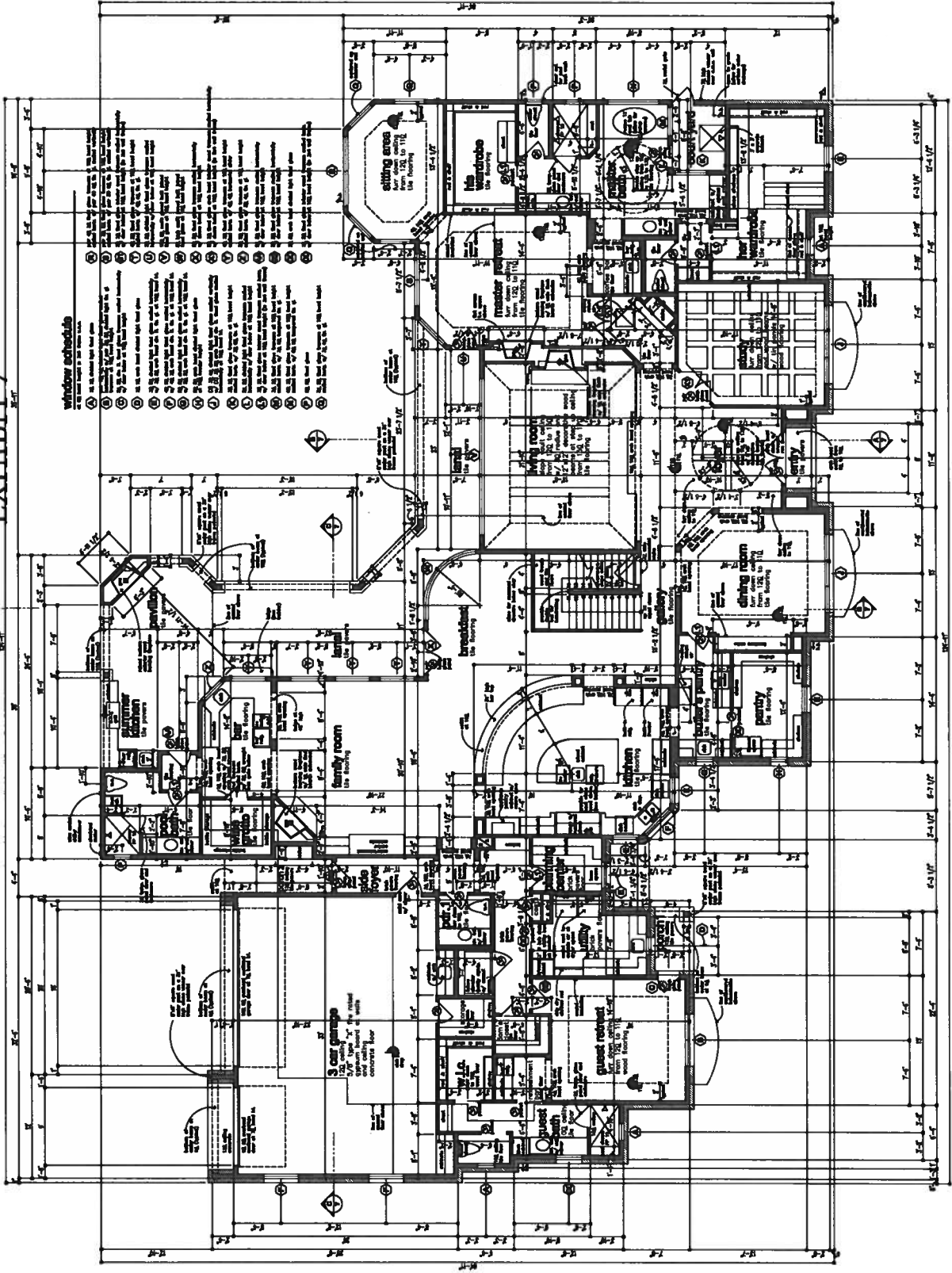
- #1 The plan shows the new construction to be located at the rear of the lot.
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- #3 The new construction is to be 10 feet deep.
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- #20 The new construction is to be located within the 25-foot setback from the front property line.

LEGAL DESCRIPTION
 lot 17, north 60' of lot 16, of
 Strawnwood subdivision
 Piney Point Village, Tx.

SITE PLAN
 Scale: 1/8" = 1'-0"

PROFESSIONAL ARCHITECTURE & ENGINEERING
 10101 Katy Freeway, Suite 2000, Houston, TX 77054
 TEL: 281.441.1000 FAX: 281.441.1001
 WWW: www.crmca.com
 1 0 0
 PROJECT NO. 090015
 SHEET NO. SP-01

EXHIBIT 7



unless noted otherwise

1. 24' x 36' window in room 102
 2. 24' x 36' window in room 103
 3. 24' x 36' window in room 104
 4. 24' x 36' window in room 105
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 11. 24' x 36' window in room 112
 12. 24' x 36' window in room 113

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 98. 24' x 36' window in room 199
 99. 24' x 36' window in room 200

Square Footage tabulation

first floor	5,377
second floor	3,772
TOTAL LIVING AREA	9,149
entry	38
3 car garage	803
level, garden, and summer kitchen	789
porch 1	33
porch 2	33
porch 3	33
unfinished balconies	78
unfinished corridors	78
TOTAL COVERED AREA	11,544

FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"



EXHIBIT 7

- Window schedule**
- 1. All windows are to be double glazed.
 - 2. All windows are to be double glazed.
 - 3. All windows are to be double glazed.
 - 4. All windows are to be double glazed.
 - 5. All windows are to be double glazed.
 - 6. All windows are to be double glazed.
 - 7. All windows are to be double glazed.
 - 8. All windows are to be double glazed.
 - 9. All windows are to be double glazed.
 - 10. All windows are to be double glazed.
 - 11. All windows are to be double glazed.
 - 12. All windows are to be double glazed.
 - 13. All windows are to be double glazed.
 - 14. All windows are to be double glazed.
 - 15. All windows are to be double glazed.
 - 16. All windows are to be double glazed.
 - 17. All windows are to be double glazed.
 - 18. All windows are to be double glazed.
 - 19. All windows are to be double glazed.
 - 20. All windows are to be double glazed.

unless noted otherwise

- Room notes**
- 1. All rooms are to be finished to the standard of the contract.
 - 2. All rooms are to be finished to the standard of the contract.
 - 3. All rooms are to be finished to the standard of the contract.
 - 4. All rooms are to be finished to the standard of the contract.
 - 5. All rooms are to be finished to the standard of the contract.
 - 6. All rooms are to be finished to the standard of the contract.
 - 7. All rooms are to be finished to the standard of the contract.
 - 8. All rooms are to be finished to the standard of the contract.
 - 9. All rooms are to be finished to the standard of the contract.
 - 10. All rooms are to be finished to the standard of the contract.
 - 11. All rooms are to be finished to the standard of the contract.
 - 12. All rooms are to be finished to the standard of the contract.
 - 13. All rooms are to be finished to the standard of the contract.
 - 14. All rooms are to be finished to the standard of the contract.
 - 15. All rooms are to be finished to the standard of the contract.
 - 16. All rooms are to be finished to the standard of the contract.
 - 17. All rooms are to be finished to the standard of the contract.
 - 18. All rooms are to be finished to the standard of the contract.
 - 19. All rooms are to be finished to the standard of the contract.
 - 20. All rooms are to be finished to the standard of the contract.

SECOND FLOOR PLAN
Scale: 1/4" = 1'-0"

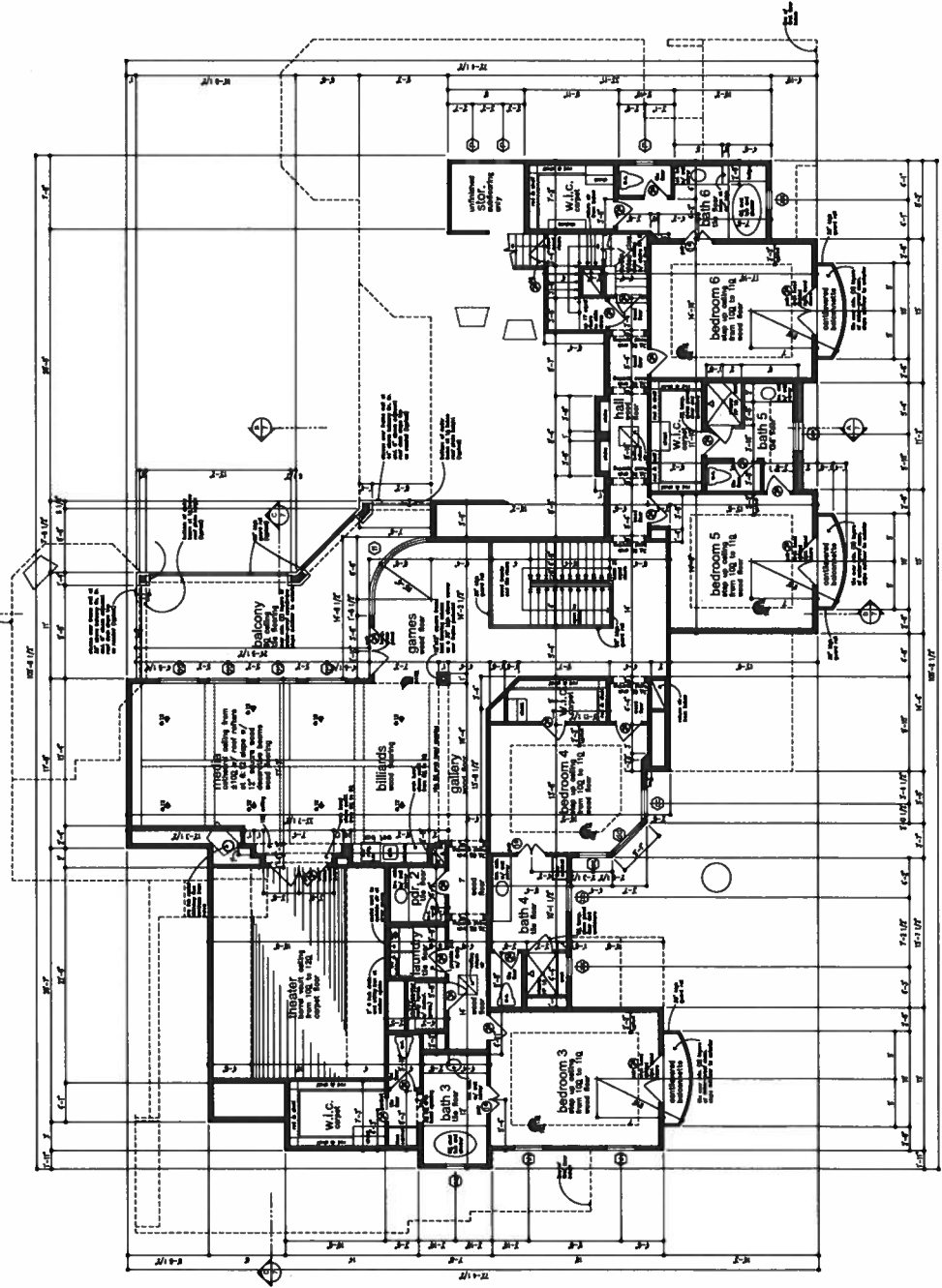


EXHIBIT 9

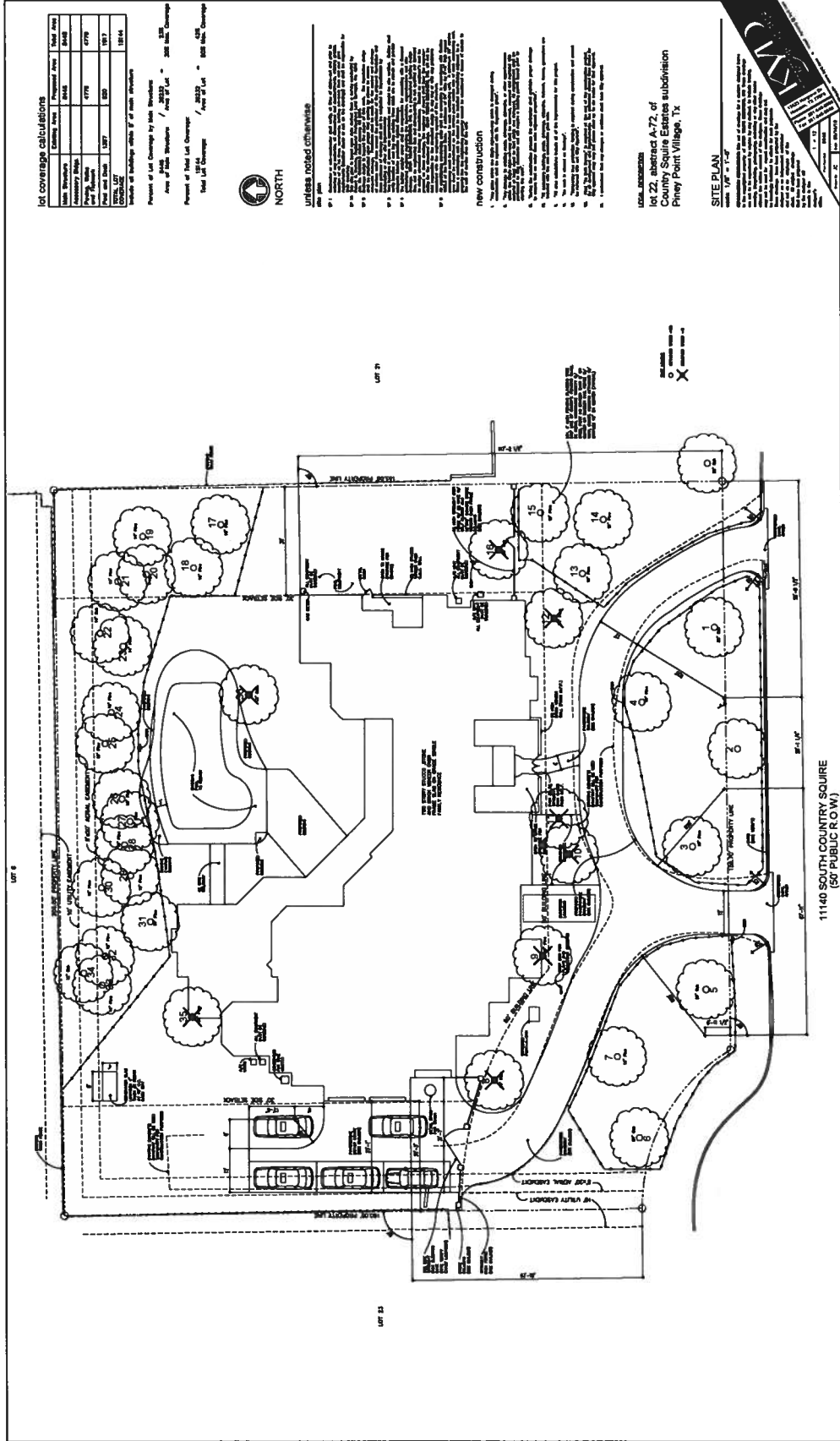


EXHIBIT 9

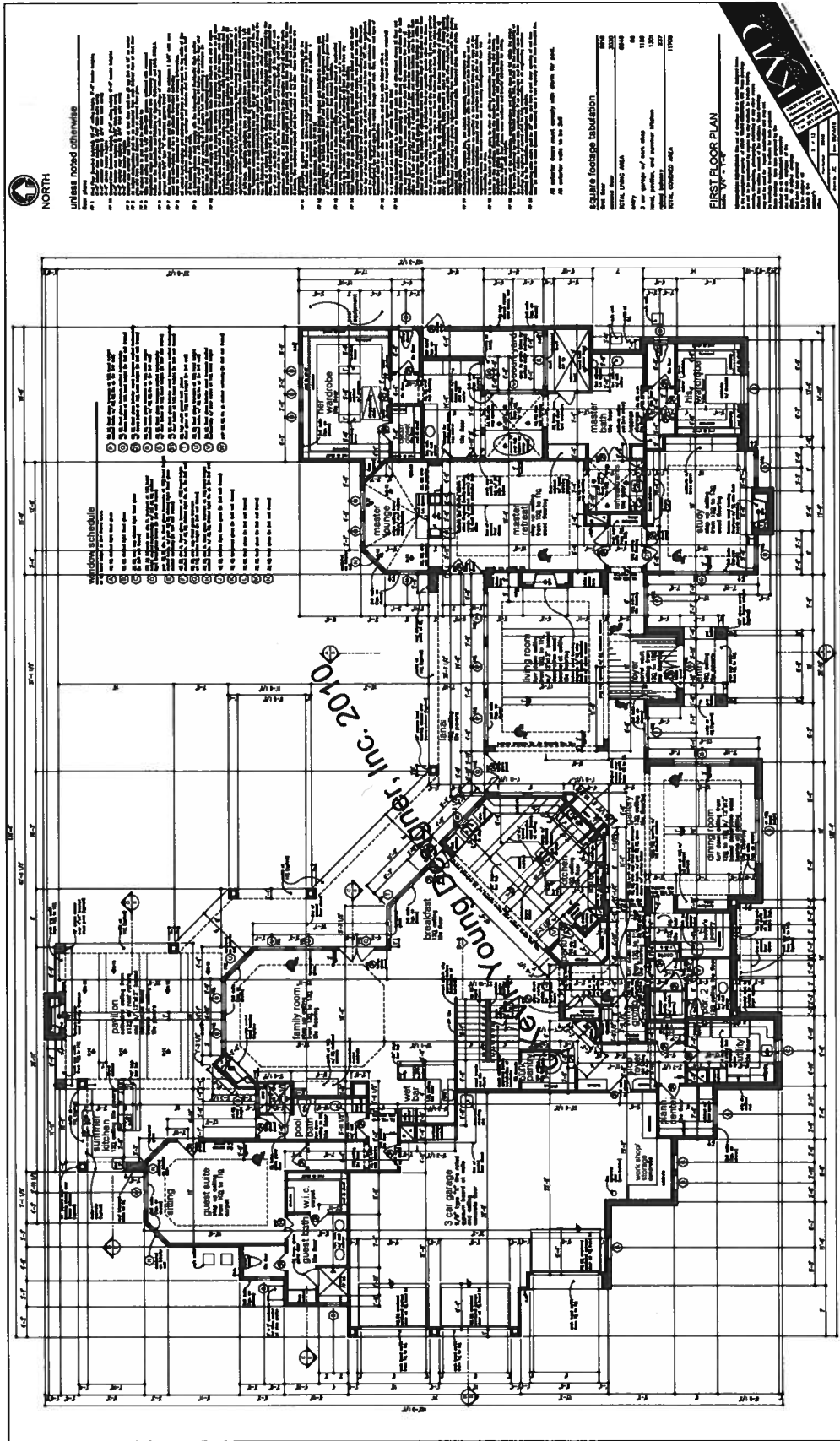


EXHIBIT 9

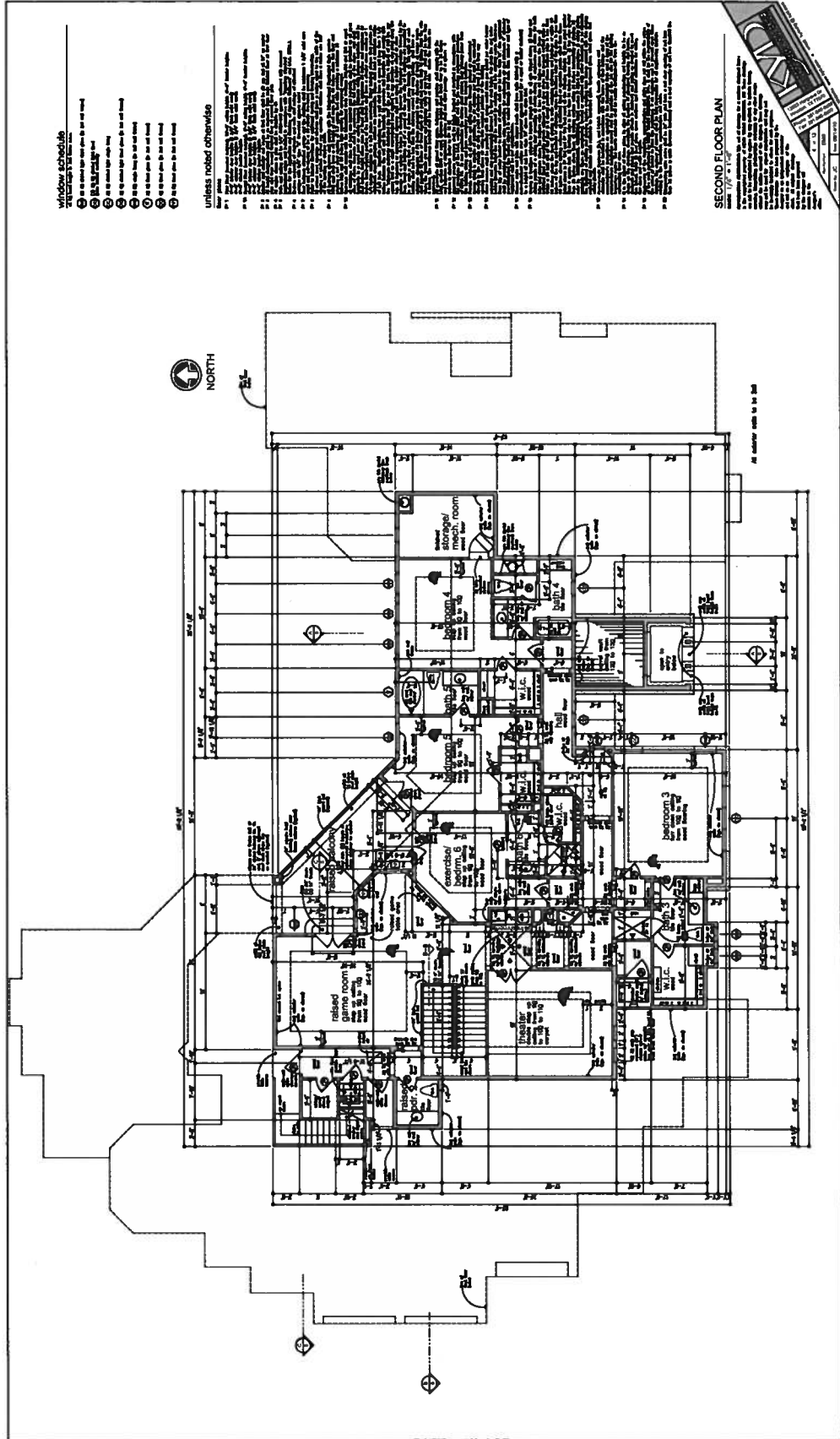
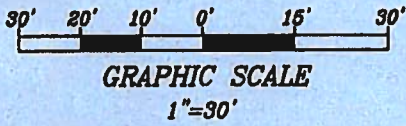
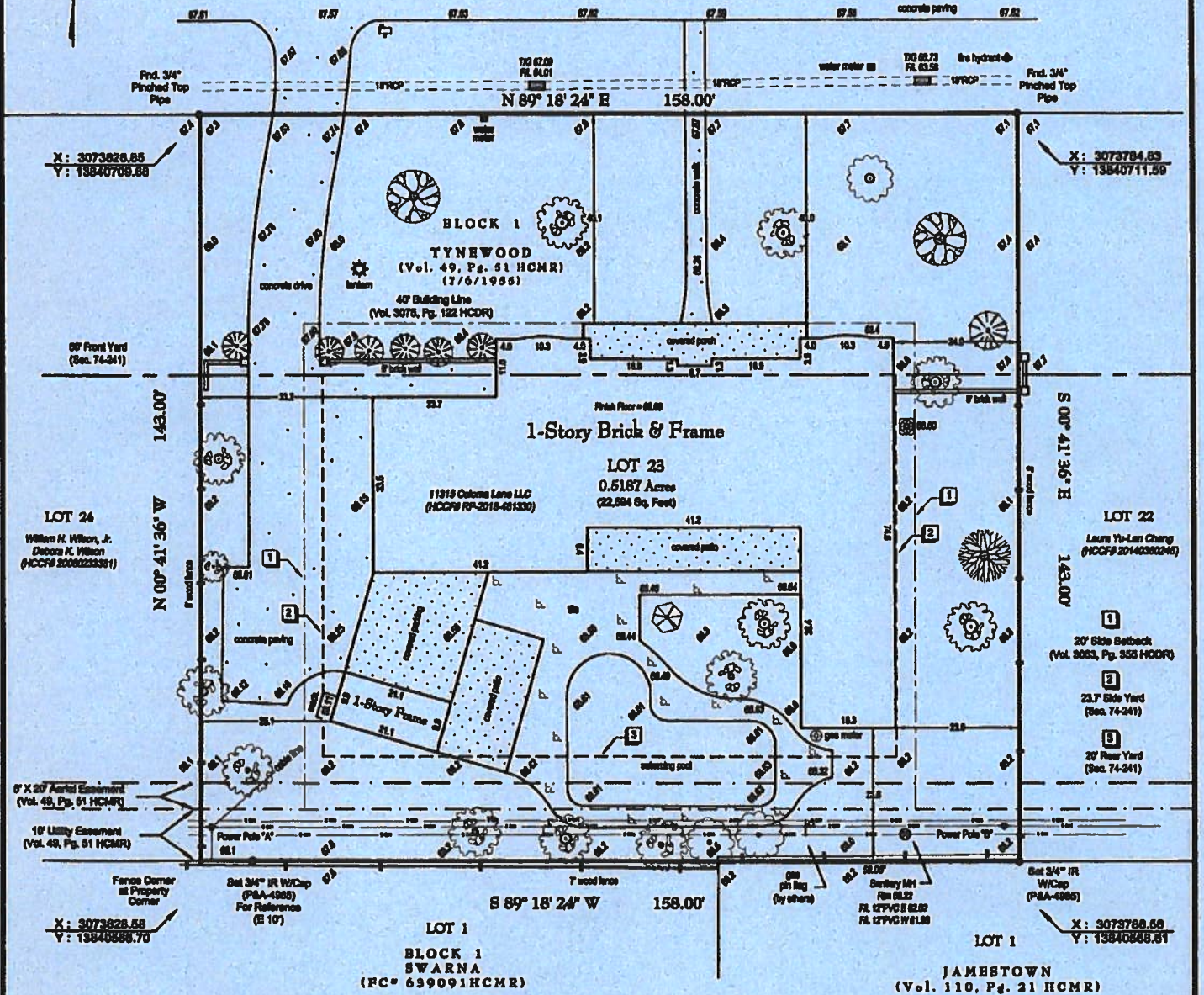


EXHIBIT 10

JOHN D. TAYLOR SURVEY
ABSTRACT 72
HARRIS COUNTY, TX



COLOMA LANE
60' R.O.W. (Vol. 49, Pg. 51 HCMR)



BEARINGS SHOWN ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF COLOMA LANE.

Elevations based on City of Piney Point Village No. 5
Elevation = 61.48 NAVD88 (2001 adjustment)

TEXAS STATE PLANE GRID COORDINATES SOUTH CENTRAL ZONE 4204 (NAD83) SHOWN ABOVE.
Convergence: 1' 42" 26" Scale Factor: 0.999990902

SHEET 1 OF 4

SURVEY & PLOT PLAN

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

OWNER:

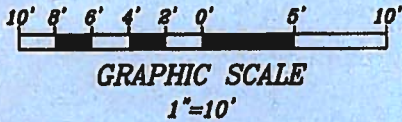
11315 COLOMA LANE LLC
(HCCF# RP-2018-481330)
LOT 23 BLOCK 1
TYNEWOOD
11315 COLOMA LANE
PINEY POINT VILLAGE, TX 77024

SCALE: 1" = 30'
DATE: 5/17/2019
REVISION:
REVISION:

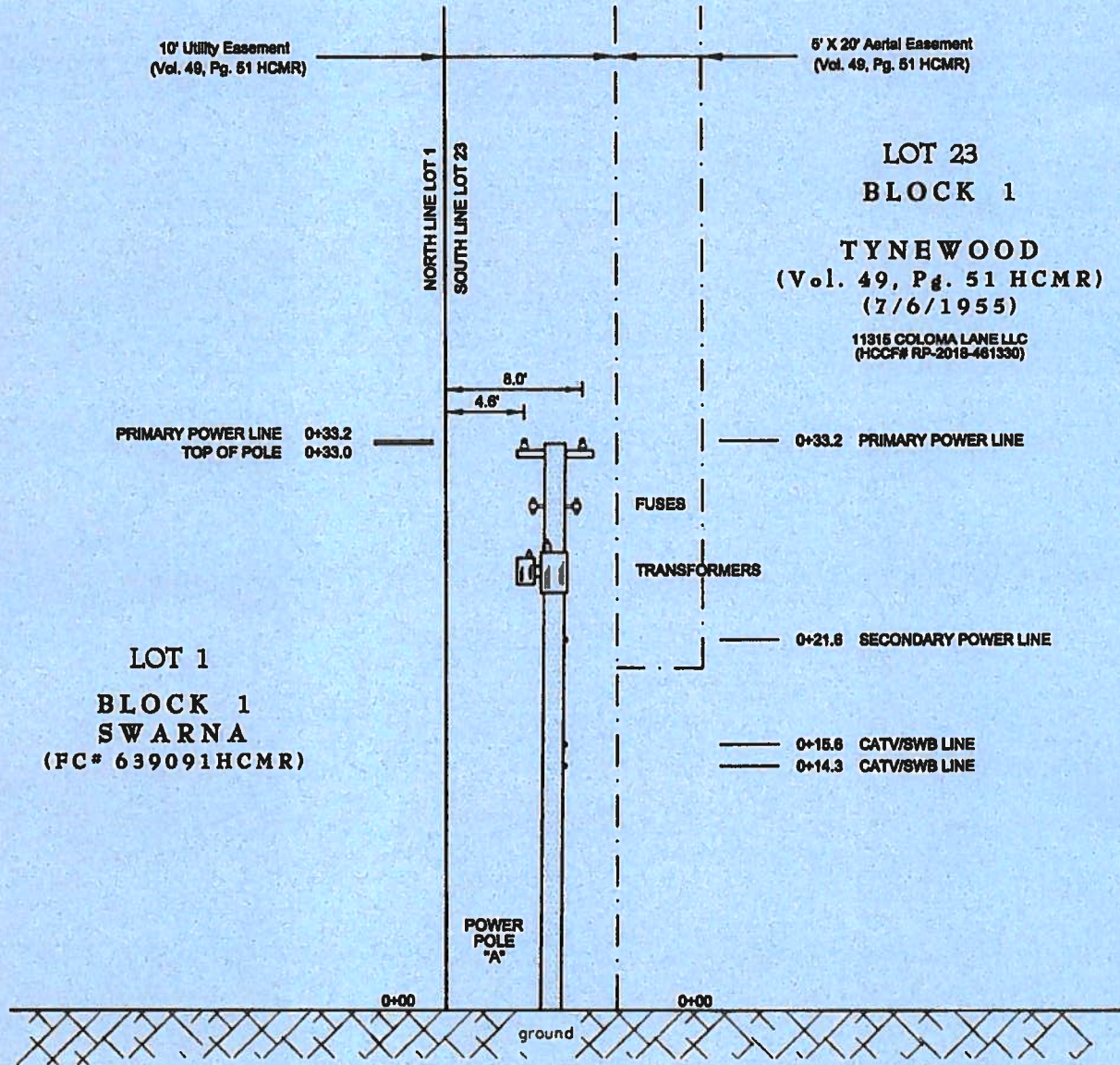
SKETCH NO.

MATHEW J. PROBSTFELD
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 4985
816 PARK GROVE, SUITE 102 • KATY, TX 77450
OFFICE 281.829.0034 • FAX 281.829.0233
PROBSTFELD & ASSOCIATES, INC • FIRM #10066100



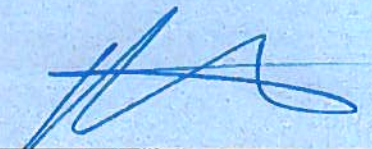


PROFILE VIEW
 VIEW LOOKING WEST
 POWER POLE "A"



LOT 1
 BLOCK 1
 SWARNA
 (FC# 639091HCMR)

LOT 23
 BLOCK 1
 TYNEWOOD
 (Vol. 49, Pg. 51 HCMR)
 (7/6/1955)
 11315 COLOMA LANE LLC
 (HCCF# RP-2018-461330)



MATHEW J. PROBSTFELD
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4985
 515 PARK GROVE, SUITE 102 • KATY, TX 77450
 OFFICE 281.829.0034 • FAX 281.829.0233
 PROBSTFELD & ASSOCIATES, INC • FIRM #10066100

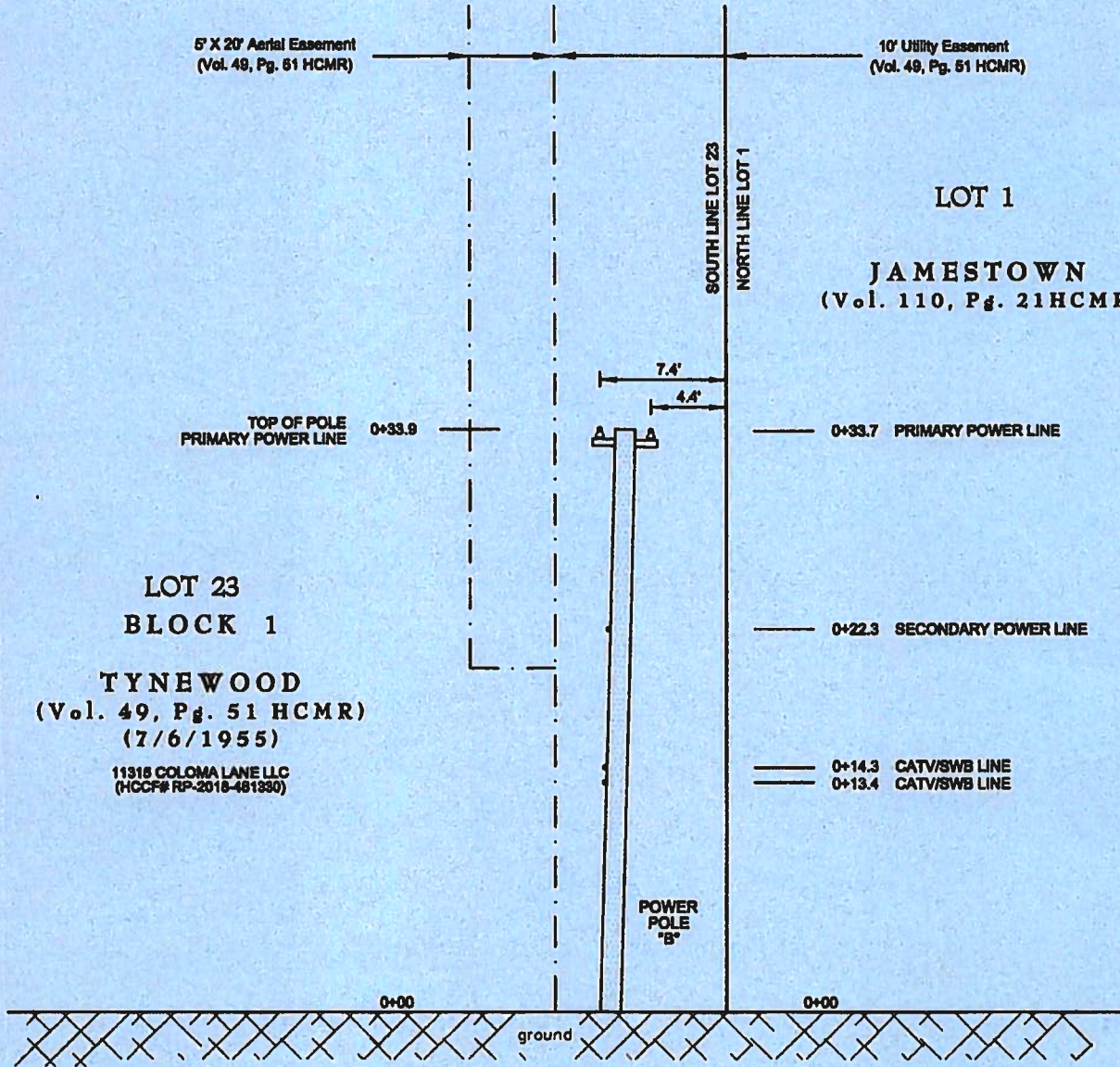


SHEET 2 OF 4	
PROFILE VIEW WEST - POWER POLE "A"	
NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.	
OWNER: 11315 COLOMA LANE LLC (HCCF# RP-2018-461330) LOT 23 BLOCK 1 TYNEWOOD 11315 COLOMA LANE PINEY POINT VILLAGE, TX. 77024	SCALE: 1" = 10' DATE: 5/17/2019 REVISION: REVISION:
SKETCH NO.	

JOHN D. TAYLOR SURVEY
 ABSTRACT 166
 HARRIS COUNTY, TX

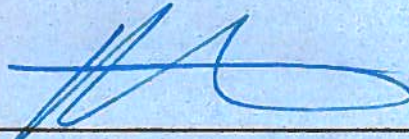


PROFILE VIEW
 VIEW LOOKING EAST
 POWER POLE "B"



LOT 23
 BLOCK 1
 TYNEWOOD
 (Vol. 49, Pg. 51 HCMR)
 (7/6/1955)
 11316 COLOMA LANE LLC
 (HCCF# RP-2018-481330)

LOT 1
 JAMESTOWN
 (Vol. 110, Pg. 21 HCMR)

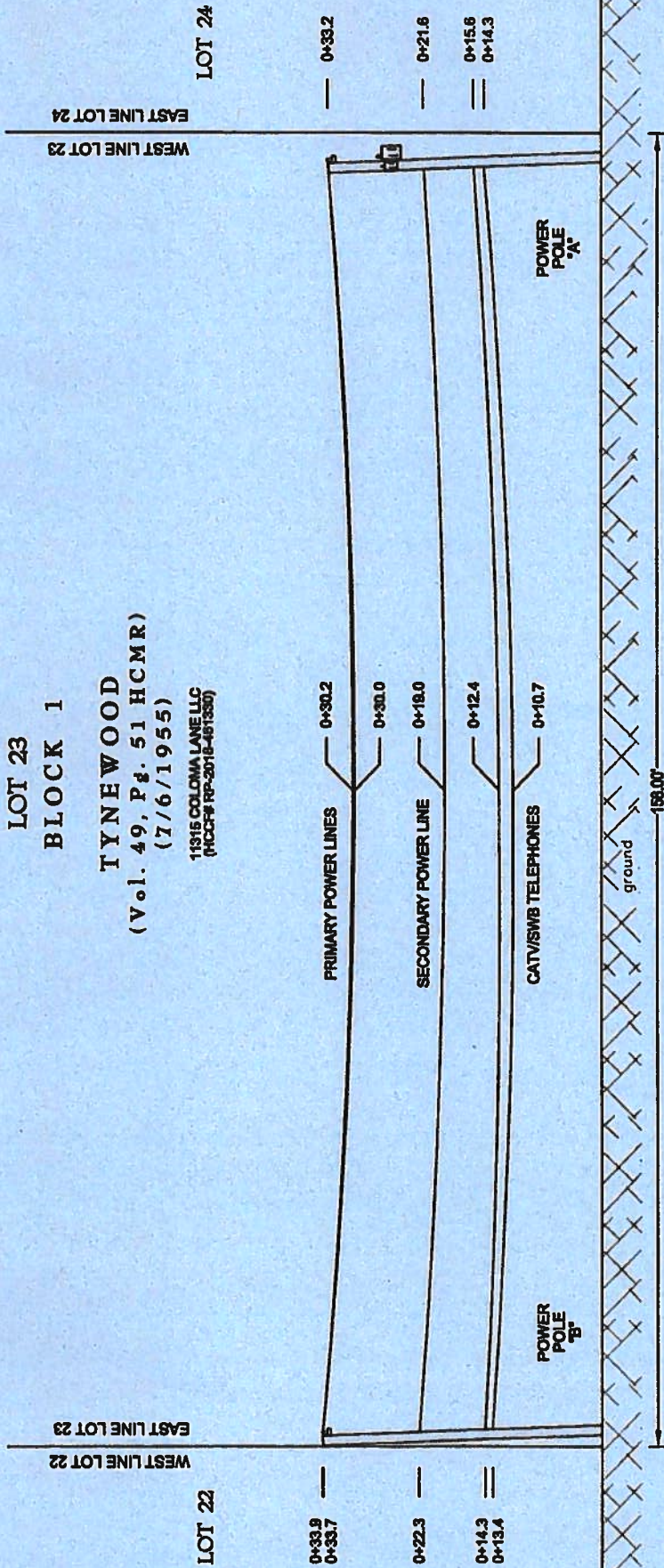

MATHEW J. PROBSTFELD
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4985
 516 PARK GROVE, SUITE 102 • KATY, TX 77450
 OFFICE 281.829.0034 • FAX 281.829.0233
 PROBSTFELD & ASSOCIATES, INC • FIRM #10066100



SHEET 3 OF 4	
PROFILE VIEW EAST - POWER POLE "B"	
NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.	
OWNER: 11316 COLOMA LANE LLC (HCCF# RP-2018-481330) LOT 23 BLOCK 1 TYNEWOOD 11316 COLOMA LANE PINEY POINT VILLAGE, TX. 77024	SCALE: 1" = 10' DATE: 5/17/2019 REVISION: REVISION:
SKETCH NO.	

JOHN D. TAYLOR SURVEY
 ABSTRACT 162
 HARRIS COUNTY, TX

PROFILE VIEW
 VIEW LOOKING SOUTH



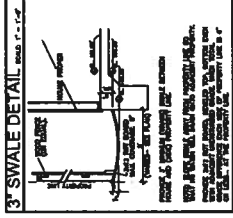
LOT 23
 BLOCK 1
 TYNEWOOD
 (Vol. 49, Pg. 51 HC MR)
 (7/6/1955)
 11315 COLOMA LANE LLC
 (HCCP# RP-2016-461350)



(Signature)

MATHEW J. PROBSTFELD
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4985
 515 PARK GROVE, SUITE 102 • KATY, TX 77450
 OFFICE 281.828.0034 • FAX 281.828.0233
 PROBSTFELD & ASSOCIATES, INC. • FIRM #10068100

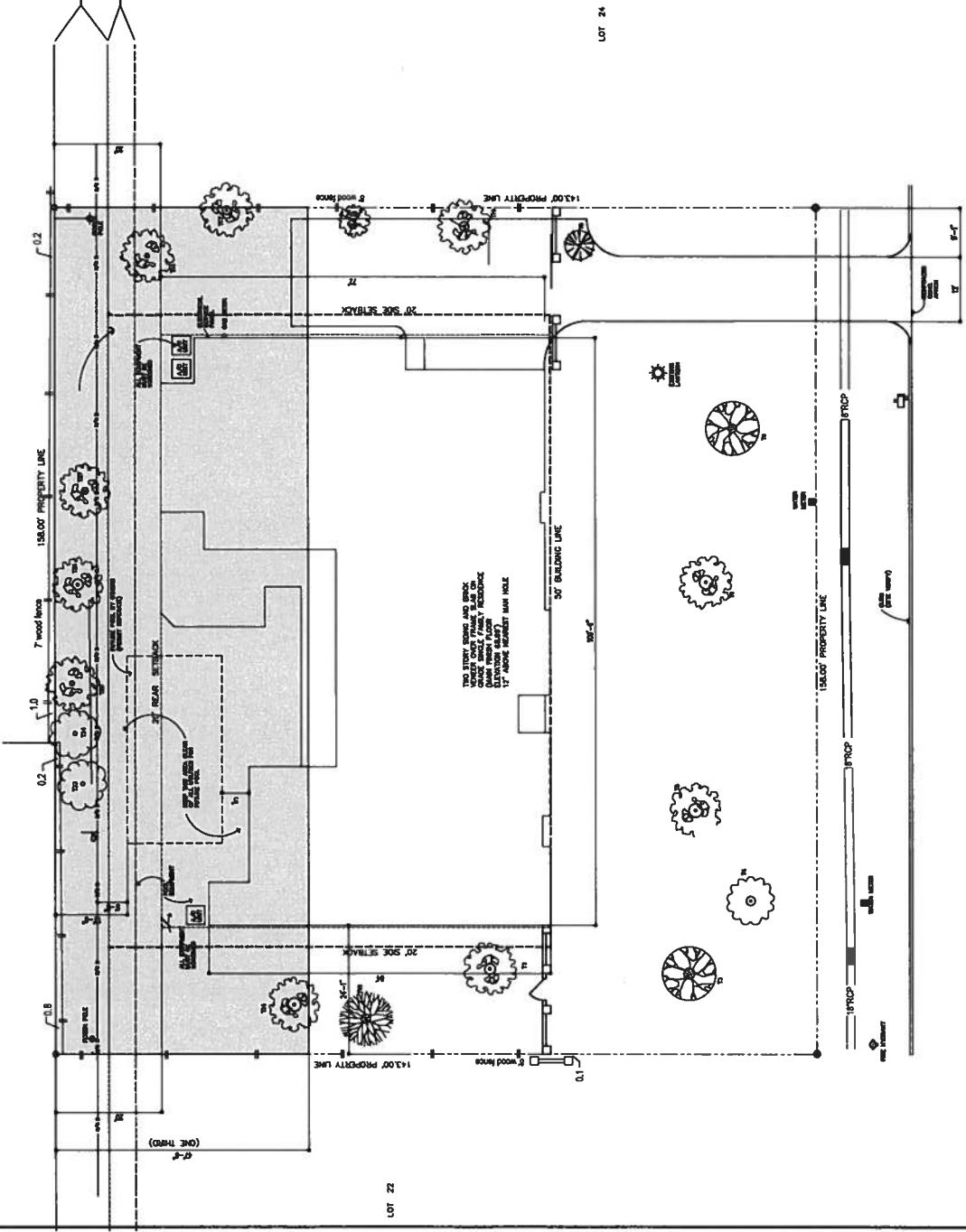
SHEET 4 OF 4	
PROFILE VIEW SOUTH	
NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.	
OWNER: 11315 COLOMA LANE LLC (HCCP# RP-2016-461350) LOT 23 BLOCK 1 TYNEWOOD 11315 COLOMA LANE PINEY POINT VILLAGE, TX 77024	SCALE: 1" = 20' DATE: 9/17/2018 REVISION: REVISION:
SKETCH NO.	



10' Utility Easement
(Vol. 48, Pg. 51 HOAR)

5' X 20' Aerial Easement
(Vol. 48, Pg. 51 HOAR)

EXHIBIT 11



lot coverage calculations

Item	Existing Area	Proposed Area	Total Area
Main Structure		8,765	8,765
Accessory Bldgs.		4,040	4,040
Fencing, Walls, Fences, and A/C Units		4,040	4,040
Pool and Deck			
TOTAL LOT COVERAGE			22,844

Percent of Lot Coverage by Main Structure: $\frac{8,765}{22,844} = 38.37\%$

Area of Main Structure: 8,765 sq. ft. * 30% Max. Coverage

Percent of Total Lot Coverage: $\frac{10,805}{22,844} = 47.30\%$

Total Lot Coverage: 10,805 sq. ft. * 50% Max. Coverage

unless noted otherwise

- 1. All structures shall be constructed in accordance with the City of Dallas Building Code and all applicable ordinances.
- 2. All structures shall be constructed on a minimum 12" compacted subgrade.
- 3. All structures shall be constructed on a minimum 12" compacted subgrade.
- 4. All structures shall be constructed on a minimum 12" compacted subgrade.
- 5. All structures shall be constructed on a minimum 12" compacted subgrade.
- 6. All structures shall be constructed on a minimum 12" compacted subgrade.
- 7. All structures shall be constructed on a minimum 12" compacted subgrade.
- 8. All structures shall be constructed on a minimum 12" compacted subgrade.
- 9. All structures shall be constructed on a minimum 12" compacted subgrade.
- 10. All structures shall be constructed on a minimum 12" compacted subgrade.

LEGAL DESCRIPTION
lot 23, block 1, of
Tynewood subdivision
Piney Point Village, Tx.

SITE PLAN
Scale: 1/8" = 1'-0"

KIM
KIM ARCHITECTS, INC.
11345 COLOMA LANE, SUITE 200
DALLAS, TEXAS 75244
PHONE: 972.234.1134
FAX: 972.234.1135
WWW.KIMARCHITECTS.COM

11315 COLOMA LANE
80 R.O.W.

171 S.W.3d 251
Court of Appeals of Texas,
Houston (14th Dist.).

BOARD OF ADJUSTMENT OF THE CITY
OF PINEY POINT VILLAGE, Appellant,

v.

J. Michael SOLAR, Appellee.

No. 14-04-00419-CV.

May 19, 2005.

Rehearing Overruled Sept. 15, 2005.

Synopsis

Background: Property owner appealed decision of city's board of adjustment that denied **variance** request to build private swimming pool. On cross-motions for summary judgment, the 55th District Court, Harris County, Jeff Brown, J., granted property owner's motion and denied board's motion. Board appealed.

[Holding:] The Court of Appeals, Leslie Brock Yates, J., held that deprivation of ability to swim on owner's property that would have occurred if **variance** from side-yard setback was denied constituted an unnecessary hardship.

Affirmed.

West Headnotes (10)

[1] **Zoning and Planning**

➤ Certiorari

Zoning and Planning

➤ Record

Writ of certiorari is the method by which the court conducts its review of decision of board of adjustment; its purpose is to require the board to forward to the court the record of the particular **zoning** decision being challenged. V.T.C.A., Local Government Code § 211.011.

3 Cases that cite this headnote

[2] **Zoning and Planning**

➤ Illegality

Zoning and Planning

➤ Decisions of boards or officers in general

For purposes of trial court's certiorari review to determine whether decision of board of adjustment was illegal, board acts illegally if it abuses its discretion in making its decision. V.T.C.A., Local Government Code § 211.011.

3 Cases that cite this headnote

[3] **Zoning and Planning**

➤ Matters or evidence considered

Lack of express finding by trial court that property owner's summary-judgment affidavit was additional evidence that was necessary for proper disposition of matter did not preclude trial court from considering affidavit in owner's certiorari action that sought review of decision of board of adjustment denying **variance** request to build swimming pool; trial court implicitly determined that affidavit was necessary. V.T.C.A., Local Government Code § 211.011(e).

Cases that cite this headnote

[4] **Zoning and Planning**

➤ Building or setback lines

Deprivation of ability to swim on owner's property that would have occurred if **variance** from side-yard setback was denied constituted an unnecessary hardship, and thus **variance** was warranted; because of property's characteristics, it might not have been possible to build swimming pool in compliance with **zoning** laws, and if possible, increased cost and need to destroy existing trees and structures would have prevented owner from building pool.

Cases that cite this headnote

[5] **Appeal and Error**

↪ Cross-motions

Appeal and Error

↪ Summary judgment

When both sides move for summary judgment and the trial court grants one motion and denies the other, the reviewing court should review the summary judgment evidence presented by both sides, determine all questions presented, and then render the judgment the trial court should have rendered. Vernon's Ann. Texas Rules Civ. Proc., Rule 166a(c).

Cases that cite this headnote

[6] **Zoning and Planning**

↪ **Variations** and exceptions

Zoning and Planning

↪ **Variations** and exceptions

Zoning and Planning

↪ **Variations** and exceptions

Legal presumption exists in favor of a decision of a board of adjustment to grant or deny a **variance**, and an aggrieved party has the burden of proof to clearly establish an abuse of discretion.

1 Cases that cite this headnote

[7] **Zoning and Planning**

↪ Decisions of boards or officers in general

Trial court must not substitute its judgment for that of a board of adjustment, and if reasonable minds could have reached the same decision, the board's action must be upheld.

2 Cases that cite this headnote

[8] **Zoning and Planning**

↪ Grounds for grant or denial in general

Zoning and Planning

↪ Necessity of showing

If the undisputed evidence shows that granting a **variance** would not adversely affect other interests and that failure to do so would

result in unnecessary hardship, a board of adjustment abuses its discretion if it fails to grant a **variance**.

Cases that cite this headnote

[9] **Zoning and Planning**

↪ Profit or disadvantage; financial considerations

Financial hardship does not constitute an unnecessary hardship sufficient to support a **variance** request.

2 Cases that cite this headnote

[10] **Zoning and Planning**

↪ Hardship, Loss, or Injury

Zoning and Planning

↪ Questions for jury

Although a board of adjustment has discretion to determine whether a particular hardship actually exists in a given case concerning requested **variance**, it does not have discretion to determine whether an alleged hardship qualifies as an "unnecessary hardship," which is an issue of law to be decided by the courts.

Cases that cite this headnote

Attorneys and Law Firms

*252 Loren Burnham Smith, Houston, TX, for appellants.

John Manuel Padilla, Houston, TX, for appellees.

Panel consists of Justices YATES, ANDERSON, and HUDSON.

OPINION

LESLIE BROCK YATES, Justice.

Appellee, J. Michael Solar, sought a **zoning variance** from appellant, the Board of Adjustment of the City of Piney Point Village ("the Board"), to build a private swimming

pool in his yard. The Board denied Solar's variance request, and he appealed that decision to the district court. Both sides moved for summary judgment, and the district court granted Solar's motion. The court found that the Board abused its discretion in denying Solar's variance request and ordered the Board to grant the variance. In one issue, the Board asserts the district court erred in determining the Board abused its discretion. We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

According to the undisputed summary judgment evidence,¹ Solar and his family *253 reside in the City of Piney Point Village in Houston, Texas. Solar decided to build a swimming pool for his family's private recreational use, but this was not an easy task because of the characteristics of Solar's property. Solar's property is unusual—it has a sixty-foot drop immediately behind the residence leading down to Buffalo Bayou and brick walls over eight feet high on both sides of the property. The property also has large decks, patios, and trees in the back yard. Solar worked with a pool contractor and architect, and they advised that because of these and other physical characteristics of the property, Solar should build the pool in the side yard rather than the back yard. To build the pool in the back would require destruction of the patios, decks, and trees and would cost at least three to four times more than building in the side yard. The pool contractor was not even sure it was feasible to build in the back and, if he were to attempt to build there, reserved the right to increase the price and even to completely abandon the project based on unforeseen conditions.

Piney Point's City Code requires two side yards on each lot and mandates that swimming pools be at least ten feet from the nearest lot line. See PINEY POINT VILLAGE, HOUSTON, TEX., CODE §§ 74-243(5)(b), 74-244(a)(2) (2002). Because Solar's proposed swimming pool would consume most of the side yard, he applied to the Board for a variance from the side yard requirements. Piney Point's City Code, which tracks the relevant statutory authority in all material respects,² authorizes the Board to grant variances from these and other zoning requirements:

The board of adjustment is hereby vested with power and authority ...

(3) To authorize upon request in special cases, such variances from the terms of this chapter as will not be contrary to the public interest, where, owing to special conditions, the literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done....

Id. § 74-68(3).

A member of the Board came to inspect Solar's property and the proposed pool site, and then the Board held a hearing. Solar presented oral and documentary evidence to the Board, including the following:

- * Solar and his family wanted a pool for their private recreational use.
- * Solar submitted photographs and drawings and explained the physical configuration of his property, including the sixty-foot drop leading to Buffalo Bayou, the eight-foot seven-inch brick walls on both sides, and the existing decks, patios, and trees.
- * Because of the steep drop and brick walls on the property, the pool would not be visible from the outside. After receiving notice of the proposed variance, none of Solar's neighbors expressed any opposition, and the neighbors on the property closest to the proposed pool stated in writing that they had no objection. There was no evidence presented of harm to any interest that would be caused by granting the variance.
- * Solar explained his architect and pool contractor's recommendations to build on the side yard, the cost comparison *254 between building in the back versus building in the side yard, the need to destroy his existing structures and trees to build in the back, and the pool contractor's insistence on a right to abandon a project to build in the back due to unforeseen conditions.
- * When the Board member inspected the property before the hearing, he agreed that the only viable option for a pool was on the site proposed in the variance request. The Board member again reiterated this at the hearing.
- * The increased cost and destruction of existing structures of building the pool in the back, even

if physically possible, would prevent Solar from building a pool, and he and his family would suffer the hardship of not being able to swim on their property.

No oral or documentary evidence was presented to contradict any of Solar's evidence. Nevertheless, the Board denied Solar's requested **variance**. The form on which the Board recorded its decision has a space for the Board to state its reasons for its decision, but the Board left that space blank.

[1] [2] Under the Local Government Code, a person aggrieved by the decision of a board of adjustment may appeal and file a petition for writ of certiorari. See TEX. LOC. GOV'T CODE ANN. § 211.011 (Vernon 1999). "The writ of certiorari is the method by which the court conducts its review; its purpose is to require a **zoning** board of adjustment to forward to the court the record of the particular **zoning** decision being challenged." *Davis v. Zoning Bd. of Adjustment of La Porte*, 865 S.W.2d 941, 942 (Tex.1993). If the district court grants the petition for certiorari, the board of adjustment must submit to the court the record of its decision or "return," and the return "must concisely state any pertinent and material facts that show the grounds of the decision under appeal." TEX. LOC. GOV'T CODE ANN. § 211.011(c), (d). The district court then reviews the return and, if it concludes that it is necessary, may take additional evidence before determining whether the board's decision was illegal. *Id.* § 211.011(a), (e), (f). A board of adjustment acts illegally if it abuses its discretion in making its decision. *Bd. of Adjustment of Dallas v. Patel*, 882 S.W.2d 87, 88 (Tex.App.-Amarillo 1994, writ denied).

[3] Solar appealed and filed a petition for writ of certiorari, which the district court granted. Despite the statutory requirement that the Board, when forwarding its return to the district court, state any pertinent and material facts to support its decision, the Board again failed to specify any such facts. Both parties filed motions for summary judgment, and Solar included with his summary judgment proof an affidavit describing the **variance** hearing and the evidence he submitted to the Board.³ The trial court denied the Board's *255 motion, granted Solar's motion, and ordered the Board to grant Solar's **variance** request. The Board appealed, asserting the trial court erred in determining that it abused its discretion in denying Solar's **variance** request.

ANALYSIS

[4] [5] The summary judgment movant has the burden to show that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. TEX.R. CIV. P. 166a(c); *Nixon v. Mr. Prop. Mgmt. Co.*, 690 S.W.2d 546, 548 (Tex.1985). When both sides move for summary judgment and the trial court grants one motion and denies the other, the reviewing court should review the summary judgment evidence presented by both sides and determine all questions presented. *Comms Court v. Agan*, 940 S.W.2d 77, 81 (Tex.1997). The reviewing court should then render the judgment the trial court should have rendered. *Id.*

[6] [7] [8] A legal presumption exists in favor of an adjustment board's decision to grant or deny a **variance**, and an aggrieved party has the burden of proof to clearly establish an abuse of discretion. *Bd. of Adjustment of Piney Point Village v. Amelang*, 737 S.W.2d 405, 406 (Tex.App.-Houston [14th Dist.] 1987, writ denied). The trial court must not substitute its judgment for that of a board of adjustment, and if reasonable minds could have reached the same decision, the board's action must be upheld. *Id.* However, if the undisputed evidence shows that granting a **variance** would not adversely affect other interests and that failure to do so would result in unnecessary hardship, a board of adjustment abuses its discretion if it fails to grant a **variance**. *South Padre Island ex rel. Bd. of Adjustment v. Cantu*, 52 S.W.3d 287, 290 (Tex.App.-Corpus Christi 2001, no pet.); *Bd. of Adjustment, Corpus Christi v. McBride*, 676 S.W.2d 705, 709 (Tex.App.-Corpus Christi 1984, no writ).

[9] [10] No evidence was presented, and the Board does not contend, that granting Solar's requested **variance** would result in harm to any other interest. Rather, the Board argues that Solar's hardship is not an "unnecessary hardship" because his hardship is merely financial, that is, a more expensive swimming pool. A financial hardship does not constitute an unnecessary hardship sufficient to support a **variance** request. *Bar'tles v. Bd. of Adjustment & Appeals of Irving*, 711 S.W.2d 297, 300 (Tex.App.-Dallas 1986, no writ); *Bd. of Adjustment of San Antonio v. Willie*, 511 S.W.2d 591, 594 (Tex.Civ.App.-San Antonio 1974, writ ref'd n.r.e.). However, the undisputed evidence shows that because of the characteristics of Solar's property,

it may not be possible to build a swimming pool in compliance with the zoning laws, and if possible, the increased cost and need to destroy existing trees and structures would prevent Solar from building the pool. Therefore, without the variance, Solar and his family will be deprived of the ability to swim on their property. That is not a financial hardship but a loss of the right to recreate, which we conclude constitutes an unnecessary hardship. See *Currey v. Kimple*, 577 S.W.2d 508, 512–13 (Tex.Civ.App.-Texarkana 1978, writ ref'd n.r.e.) (finding no abuse of discretion in adjustment board's granting variance to build tennis court because of odd-shaped lot, noting that the family is "entitled to use their property to the fullest as it relates *256 to a family dwelling and place for family recreation");⁴ *Thomas v. Zoning Bd. of Adjustment of Univ. Park*, 241 S.W.2d 955, 959 (Tex.Civ.App.-Eastland 1951, no writ) (concluding that family was entitled to build a private residential swimming pool as an accessory structure and noting: "Use by a family of the home, under our customs, includes much more than simple use of a house and grounds for food and shelter. It also includes its use for private ... recreational advantages of the family."); see also *Southland Addition Homeowner's Ass'n v. Bd. of Adjustments, Wichita Falls*, 710 S.W.2d 194, 195–96 (Tex.App.-Fort Worth 1986, writ ref'd n.r.e.) (holding no abuse of discretion in granting variance necessary to construct office space while preserving trees).

The Board, citing several cases holding that variances are justified only if the zoning ordinance does not permit any reasonable use of the property, argues that there is no right to a residential variance unless failure to grant one means the property cannot be used as a residence. See, e.g., *Bartles*, 711 S.W.2d at 300; *Reiter v. City of Keene*, 601 S.W.2d 547, 549 (Tex.Civ.App.-Waco 1980, writ dismissed); *Willie*, 511 S.W.2d at 594; *Bd. of Adjustment v. Stovall*,

218 S.W.2d 286, 288 (Tex.Civ.App.-Fort Worth 1949, no writ). These cases are all commercial cases involving variance requests to allow the property owner to earn a higher profit. They do not, as here, involve a residential property owner seeking to recreate on his property with his family. See *Currey*, 577 S.W.2d at 513 ("Appellants' argument that since the existing zoning ordinance permits a reasonable use of the [appellees'] property as a residence, then the grounds for granting a variance are thus negated, is not persuasive. The [appellees] are entitled to use their property to the fullest as it relates to a family dwelling and place for family recreation, limited only by the provisions of valid statutes and ordinances."). Under the Board's interpretation, it would never have to grant a residential variance for any purpose so long as the property owner was able to construct or maintain some sort of minimally habitable residence. We do not believe that is what the legislature contemplated when giving boards of adjustment the authority to grant variances "so that the spirit of the ordinance is observed and substantial justice is done." TEX. LOC. GOV'T CODE ANN. § 211.009(a)(3).

We do not hold that a board of adjustment must grant every variance request to build a swimming pool. But when, as here, there is no evidence of harm to any interest and the undisputed evidence shows that failure to grant the request will deprive the property owners of the ability to swim on their property, it is an abuse of discretion to deny the variance. Thus, the trial court did not err in granting Solar's motion for summary judgment on this basis. We overrule the Board's sole issue and affirm the trial court's judgment.

All Citations

171 S.W.3d 251

Footnotes

- 1 This includes an affidavit Solar filed with his summary judgment motion which, as discussed below, we conclude is proper summary judgment evidence.
- 2 See TEX. LOC. GOV'T CODE ANN. § 211.009(a)(3) (Vernon 1999) (explaining the authority of a board of adjustment to grant variances).
- 3 The Board objected to this affidavit, arguing that the trial court was limited to the return in reviewing the Board's decision unless the trial court makes a finding that additional evidence "is necessary for the proper disposition of the matter." TEX. LOC. GOV'T CODE ANN. § 211.011(e). The Board does not contend that the evidence was unnecessary; its sole complaint is that the trial court did not make the required finding. Solar submitted the affidavit, with attached photographs of his property, because the Board did not record or otherwise document the evidence Solar presented in support of his variance request and did not even forward the pictures he submitted demonstrating some of the features of his

ACREAGE

PINEY POINT ROAD

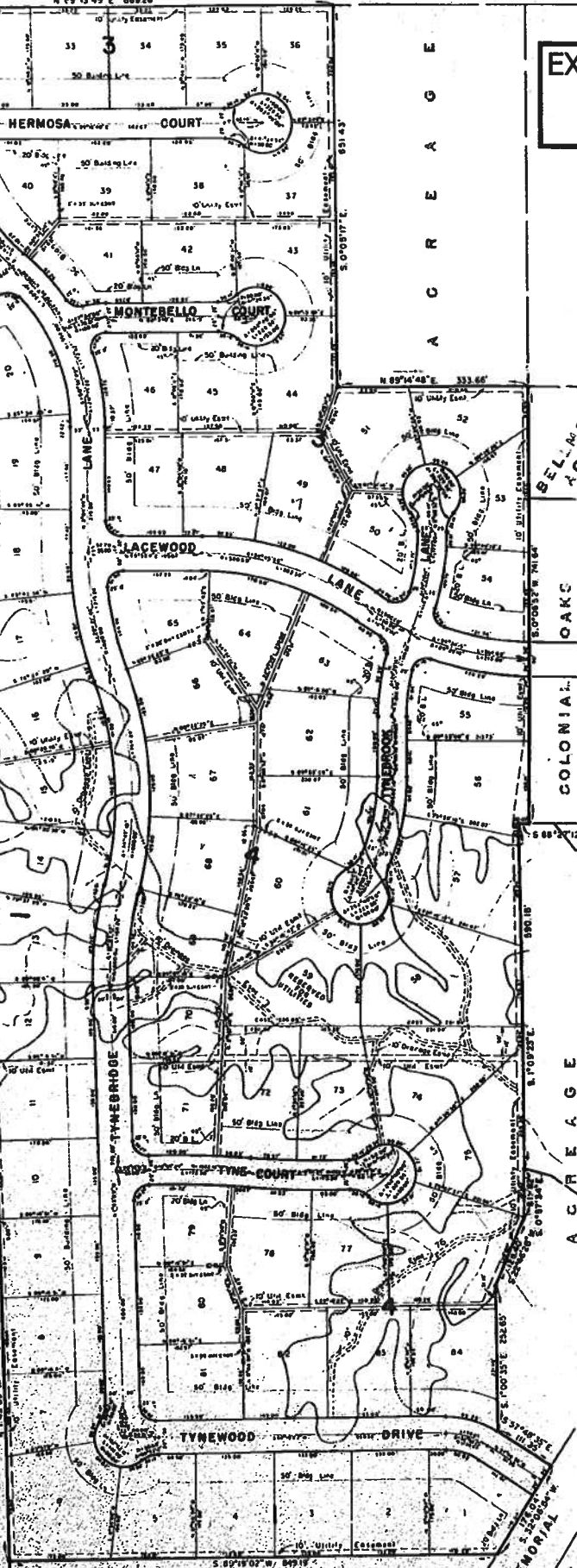
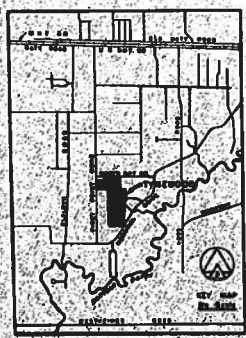
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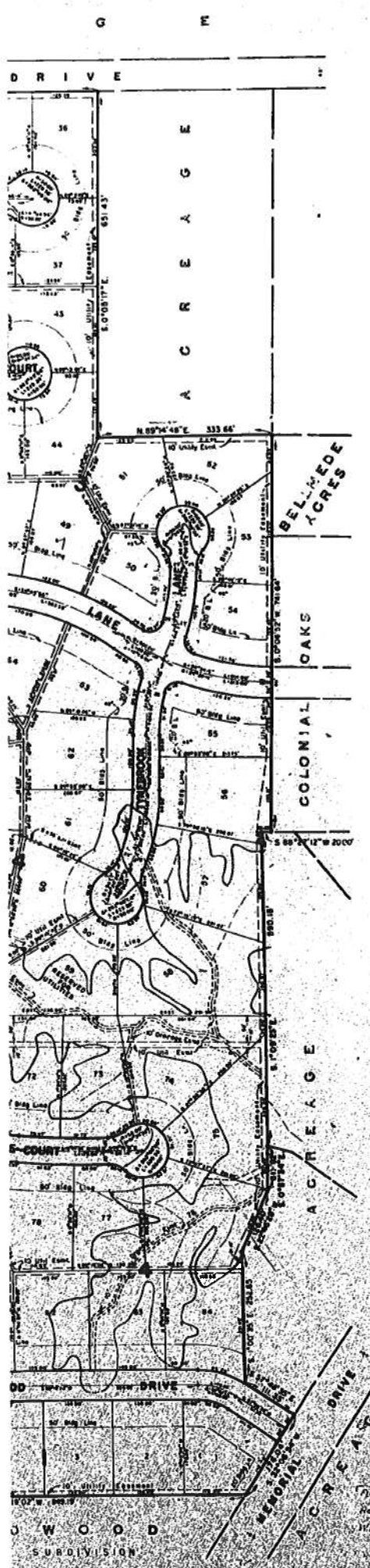
ACREAGE

ACREAGE TRACTS

COLONIAL OAKS

ACREAGE





"KNOW ALL MEN BY THESE PRESENTS"

STATE OF TEXAS
COUNTY OF HARRIS

We, R. W. SIMMER and ROY E. HARRIS, owners of the property described in the above and foregoing plat of TYNWOOD, sit hereunto, according to the best knowledge, belief, and conscience, and according to the best information we possess, in the above JOHN D. TAYLOR LEAGUE, situated in Harris County, Texas, and subject to the plat and subdivision in TYNWOOD, Texas, and do hereby certify and declare that the streets, alleys, walks and easements therein are for the benefit of the surface of any portion of lots or blocks to be shown in such plat, and do hereby bind ourselves, our heirs and assigns to ensure and forever defend the title to the land so described.

That we have caused the plat and subdivision to be filed with the proper authorities, and that we have caused the same to be recorded in the Public Records of Harris County, Texas, under the name of 'Tynwood' in Book 419, Page 101 of the Public Records of Harris County, Texas, and that we have caused the same to be recorded in the Public Records of Harris County, Texas, under the name of 'Tynwood' in Book 419, Page 101 of the Public Records of Harris County, Texas.

Lienholders: *Chester Brown* (Chester C. Brown), *Nettie Brown* (Nettie Brown), *E. A. Stampac* (E. A. Stampac, Trustee).
Owners: *R. W. Simmer* (R. W. Simmer), *Roy E. Harris* (Roy E. Harris).

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared R. W. SIMMER and ROY E. HARRIS, 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 set forth, upon under my hand and seal of office, this 27th day of July, 1955.

R. W. Simmer
Notary Public in and for Harris County, Texas.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared CHESTER C. BROWN and NETTIE BROWN, 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 set forth, and the same NETTIE BROWN, having been examined by me privately and apart from her husband, acknowledged the instrument to be her act and deed, and that she had not adopted the name.

Chester Brown
Notary Public in and for Harris County, Texas.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared E. A. STAMPAC, Trustee, 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 set forth, and in the capacity therein set forth, and in the capacity therein set forth, and in the capacity therein set forth.

E. A. Stampac
Notary Public in and for Harris County, Texas.

STATE OF TEXAS
COUNTY OF HARRIS

STILL, WILDMAN & CROCKETT ENGINEERS, HOUSTON, TEXAS. This is to certify that C. W. WILDMAN, a licensed surveyor of the State of Texas, has staked the above subdivision from an actual survey on the ground, and that all street corners, angle points, and points of curve, are properly marked with iron pins (3/8" dia. and 3 feet long), and that the plat correctly represents said field survey made by me.

C. W. Wildman
C. W. WILDMAN

STATE OF TEXAS
VILLAGE OF PINEY POINT

This is to certify that the Board of Adjustment of the Village of Piney Point, Texas, has approved this plat and subdivision of TYNWOOD, as shown herein, subject to compliance with the sanitary and road ordinances of the City of Piney Point, Texas.

John R. Stampac (Chairman), *H. C. Nam* (Secretary)

STATE OF TEXAS
COUNTY OF HARRIS

I, W. O. MILLER, Clerk of the County Court of Harris County, Texas, do hereby certify and the within instrument, with its exhibits of subdivision, was filed for registration in my office on 27th day of July, 1955, at 11:25 a.m., and duly recorded on 27th day of July, 1955, in Book 419, Page 101 of records in Harris County, Texas.

W. O. Miller
W. O. MILLER, Clerk, County Court Harris County, Texas

T Y N E W O O D

PINEY POINT VILLAGE, TEXAS
A SUBDIVISION OF 58.7717 ACRES OUT OF THE JOHN D. TAYLOR LEAGUE, A-72 HARRIS COUNTY, TEXAS
R. W. SIMMER & ROY E. HARRIS
OWNERS
STILL, WILDMAN & CROCKETT
ENGINEERS
HOUSTON, TEXAS

SCALE: 1" = 100' DATE: JUNE 1955

4 BLOCKS 84 LOTS
1451394

Filed for record July 26, 1955 at 11:25 AM in Book 419, Page 101 of Public Records of Harris County, Texas.
Recorded July 26, 1955 at 11:25 AM in Book 419, Page 101 of Public Records of Harris County, Texas.
W. O. MILLER, Clerk County Court, Harris County, Texas



EXHIBIT 14

3015 / 122

1531683

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, members of THE TYNEWOOD COMMITTEE, created within the terms of the Protective Control Document recorded in Volume 3053, Page 355 of the Deed Records of Harris County, Texas, after first having obtained written permission from the Board of Adjustment of Pinay Point Village, Texas, do now desire to exercise the power to adjust building set back lines as hereinafter set forth;

NOW THEREFORE, We, Roy E. Harris and R. W. Simmer members of said committee and the Owners of all the lots in TYNEWOOD, a subdivision out of the John D. Taylor Survey, in Harris County, Texas according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under Clerk's file No. 1451384, do hereby alter and amend the building lines in the following manner:

Lots Twenty-One (21) through Twenty-Five (25) inclusive, Block One (1) of Tynewood, facing North on Coloma Lane shall have a front building set back line of Forty (40) feet in place of the fifty (50) feet shown on said recorded plat.

Lots Twenty-Six (26) through Twenty-Eight (28) inclusive, in Block Two (2) of Tynewood, facing south on Coloma Lane shall have a front building set back line of Thirty-Five (35) feet, in place of the fifty (50) feet shown on the recorded plat.

EXECUTED this the 1st day of November, 1955.

R. W. Simmer
R. W. SIMMER

Roy E. Harris
ROY E. HARRIS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Roy E. Harris and R. W. Simmer, known to me to be the persons whose names are subscribed to the foregoing instrument and they each acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of November, 1955.



W. D. Miller
Notary Public in and for
Harris County, TEXAS

Filed for Record Dec 20, 1955 at 4:15 o'clock P.M.

Recorded Jan 21, 1956 at 11:21 o'clock P.M.

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

B. R. Miller Deputy

EXHIBIT 15

August 9, 1956

ATTACH TO
PLAT

Board of Adjustment
Piney Point Village, Texas

In Re: Alteration of Building Line,
Tynewood.

Attention: Mr. John Floyd, Chairman

Gentlemen:

We respectfully submit for your consideration the proposed changes in front building lines as follows:

- OK 1. Lots 35, 36, 37 and ~~38~~ in Block 3--changed to a 75 foot set back line from center of the street Col de Sac
- OK 2. Lots ~~42~~, 43, 44 and 45 in Block 3--changed to a 75 foot set back line from center of the street.
- OK 3. Lots 51, 52 and 53 in Block 3--changed to a 75 foot set back line from center of the street.
- OK 4. Lots 57, 58, 59, 60 and ~~61~~ in Block 4--changed to a 75 foot set back line from center of the street.
- OK 5. Lots ~~74, 75, 76~~, 76 ~~in~~ in Block 4--changed to a 75 foot set back line from the center of the street.
- 6. Lots 46 and 47 in Block 3--changed to a ⁴⁵ 50 foot set back line from front of lot on Tynebridge Lane.
- 40-50 7. Lots 17, 18, and 19 in Block 1--changed to a 40 foot set back line from front property line.
- OK 8. Lot 20 in Block 1--changed to a 35 foot set back line from front property line on Tynebridge Lane.

Please note we are not requesting a change of side line set back of twenty (20) feet in any case, but only the front building line.

Respectfully Submitted
Tynewood, Inc.

By: R. W. Simmer

RWS/js

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1620
State of Texas-Harris County Record-3

EXHIBIT 16

THE STATE OF TEXAS | 1745548

COUNTY OF HARRIS | KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, members of THE TYNEWOOD COMMITTEE, created within the terms of the Protective Control Document recorded in Volume 3053, Page 355 of the Deed Records of Harris County, Texas, after first having obtained approval from the Board of Adjustment of Piney Point Village, Texas, do now desire to exercise the power to adjust building set back lines in Tynewood Addition as hereinafter set forth:

NOW THEREFORE, We Roy E. Harris and R. W. Simmer members of said committee, join herein by Tynewood, Inc., the owner of said lots, do hereby alter and amend the building lines in Tynewood, a Subdivision out of the John D. Taylor Survey, in Harris County, Texas, according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under Clerk's file No. 1451384, to-wit:

1. Lots 35, 36 and 37 in Block 3 facing on Hermose Court shall have a building line of 75 feet set back from the center of the street.
2. Lots 43, 44, and 45 in Block 3, fronting on Montebello Court shall have a building line of 75 feet set back from the center of the street.
3. Lots 51, 52 and 53 in Block 3 fronting on Tynebrook Lane shall have a building line of 75 feet set back from the center of the street.
4. Lots 57, 58 59 and 60 in Block 4 fronting on Tynebrook Lane shall have a building line of 75 feet set back from the center of the street.
5. Lot 76 in Block 4, fronting on Tyne Court shall have a building line of 75 feet set back from the center of the street.
6. Lots 46 and 47 in Block 3, fronting on Tynebridge Lane shall have a 45 foot set back from the front lot line facing on Tynebridge Lane.
7. Lots 18 and 19 in Block 1, facing on Tynebridge Lane shall have a 40 foot set back line from the front property line.
8. Lot 17 in Block 1 facing on Tynebridge Lane, shall have a front building set back line of 40 feet from the front property line beginning at the North line of said property and projecting in a straight line to a point 50 feet set back from the front property line at the South line of said property.
9. Lot 20 in Block 1, facing on Tynebridge Lane, shall have a 35 foot set back line from the front property line on Tynebridge Lane.

The Chairman of the Board of Adjustments of Piney Point Village, Texas, has joined herein to acknowledged and assent to said alterations and amendments.

State of Texas-Harris County Record-2

101
421

EXECUTED this the 1st day of November, 1956.

Roy E. Harris
ROY E. HARRIS

R. W. Simmer
R. W. SIMMER

ATTEST:

TYNEWOOD, INC.

Roy E. Harris

By: Roy E. Harris
President

THE BOARD OF ADJUSTMENT
OF PINEY POINT VILLAGE, TEXAS

John C. Flinn

By: John C. Flinn
Chairman

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Roy E. Harris and R. W. Simmer, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, 1956.

Marion Phillips
Notary Public in and for Harris County, TEXAS

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Roy E. Harris, President of Tynewood, Inc., 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 in the capacity therein stated and as the agent and officer of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, 1956.

Guendolene C. Simmer
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 John C. Flinn, Chairman of the Board of Adjustment of Piney Point Village, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, 1956.

Marion Phillips
Notary Public in and for Harris County, TEXAS
MARION PHILLIPS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1957

Filed for Record April 25 1957 at 3:40 o'clock P.M.

Recorded May 30 1957 at 3:22 o'clock P.M.

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

By: John R. Daniel Deputy

Unofficial Copy Office of Marjorie Phillips District Clerk

TYNEWOOD

PROTECTIVE CONTROL DOCUMENT

THE STATE OF TEXAS | 1512950
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT ROY E. HARRIS and R. W. SIMMER, hereinafter called Grantors, being the Owners of that 58.7718 acre tract in the John D. Taylor Survey, in Harris County, Texas, which tract is now platted into that certain subdivision known as TYNEWOOD, according to the map or plat thereof, filed for record in the office of the County Clerk of Harris County, Texas, on July 6th, 1955, under Clerk's file No. 1451384; and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said TYNEWOOD, providing protection of and for the benefit of the present and future owners of lots in TYNEWOOD, do hereby adopt and establish the following reservations, restrictions, covenants, and easements to apply uniformly on the use, occupancy and conveyance of all lots in TYNEWOOD, and each contract or deed which may be hereafter executed with regard to any of said lots in TYNEWOOD, shall be conclusively construed to have been executed, delivered and accepted subject to the following reservations, restriction, covenants, easements, liens and charges, the same as if such reservations, restrictions, covenants, easements, liens and charges were fully set forth in such contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes and roads to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in Grantor the following rights, title and easements, which reservations shall be considered a part of and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof:

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia
Isabel C. Garcia Deputy



DEED RECORDS

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1. The several streets, drives, lanes and roads as shown on said map or plat are hereby dedicated to the use of the public.
2. Grantor reserves the utility easements and rights-of-way, as shown on the aforesaid map of **TYMEWOOD**, recorded in Harris County Map Records, to which map and the record thereof reference is hereby made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers, or any other utility or services which Grantor may find necessary for the proper service of lots in **TYMEWOOD**.
3. 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.
4. Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.
5. It shall be and is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in said **TYMEWOOD** by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Grantor or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other

DEED RECORDS
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A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia Deputy
Isabel C. Garcia



portions of TYNEWOOD, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any governmental authority, or to any public service corporation, or to any other party, is hereby expressly reserved to Grantor.

THE TYNEWOOD COMMITTEE

A Committee composed of ROY E. HARRIS, R. W. SIMMER and BLISS ALEXANDER shall serve as the TYNEWOOD COMMITTEE to protect and assure all property owners in TYNEWOOD against depreciation of property values within TYNEWOOD having full authority to:

1. Enforce, by appropriate proceedings, the covenants and restrictions herein.
2. 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 failure to pay the maintenance charges herein provided for.
3. Approve or reject plans and specifications to be erected in TYNEWOOD, all of which must be submitted to it for approval prior to the commencement of construction of any such improvements, in accordance with these restrictions.

The TYNEWOOD COMMITTEE shall serve until January 1st, 1963, at which time a committee composed of the then owners of lots in TYNEWOOD shall assume the duties outlined herein. The said TYNEWOOD COMMITTEE may at any time, from time to time, provide such rules and regulations as it deems necessary for its administration. The Committee members may appoint and designate substitute or successor members from time to time. Such committee members shall receive no compensation for their services and shall be absolved from all liability in connection therewith, and may resign at will.

TYNEWOOD MAINTENANCE FUND COMMITTEE

At such time as seventy-five percent (75%) of the lots in TYNEWOOD be sold, the then owners may by vote, as hereinafter provided, appoint or elect a committee of three (3) members to collect and expend the maintenance fund hereinafter set forth in accordance with the terms hereof. And to enforce or release any

-3-

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia Deputy
Isabel C. Garcia



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lien imposed on any part of this subdivision by reason of a failure to pay the maintenance charges herein provided for. Each owner shall be entitled to one vote for each lot to which he then holds record title. A majority of the votes cast shall elect the members. Members may be replaced on written request of ten (10) or more lot owners in TYNWOOD by a new vote of lot owners.

MAINTENANCE FUND

All of the lots in TYNWOOD are hereby subjected to an annual maintenance charge for a period of twenty-five (25) years, beginning January 1st, 1957, 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 January of each year, beginning January 1st, 1957. Said maintenance charge shall not exceed \$60.00 per lot for any one year. The amount of said charge will be determined by the TYNWOOD MAINTENANCE FUND COMMITTEE during the month next preceeding the due date of said charge. The maintenance charges levied by the TYNWOOD MAINTENANCE FUND shall be paid to the said Maintenance Committee, and shall be held by it in trust and used for the benefit of all owners in TYNWOOD, and such sum may be expended by the TYNWOOD MAINTENANCE FUND COMMITTEE for any purpose, which in its judgment, will be most effective in maintaining the property values in TYNWOOD, including, but not by way of limitation, the lighting, improving and maintaining the streets and roads in TYNWOOD, collecting and disposing of garbage, ashes, or other refuse in TYNWOOD, employing policemen and/or watchman, caring for vacant lots and trees thereon, "fogging", or spraying for control of mosquitoes and other insects, and in doing any other thing necessary or desirable, which, in the opinion of the TYNWOOD MAINTENANCE FUND COMMITTEE, will keep the property neat and presentable, or for any other purpose which the Committee considers will benefit the owners or occupants of property in TYNWOOD.

Grantor agrees to pay the Maintenance charge for all unsold lots in TYNWOOD.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia
Isabel C. Garcia Deputy



To secure the payment of said Maintenance Charge, a Vendor's Lien is retained against each lot in TYNEWOOD.

RESTRICTIONS

1. APPROVAL OF RESIDENCE BEFORE CONSTRUCTION. No buildings or structures (including, but not by way of limitation, air-conditioning towers, and swimming pools) or any additions thereto, or any alterations thereof, shall be erected, renovated, or reconstructed, placed or suffered to remain upon said premises until the TYNEWOOD Committee shall have approved in writing the architect's detailed plans and specifications, together with the outside color scheme, which plans and specifications 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 grading plan of the lot, the grade elevations of said buildings and structures, and 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 TYNEWOOD. A true copy of all such plans and specifications and details shall be lodged permanently with the TYNEWOOD COMMITTEE and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications, PROVIDED, HOWEVER, that the TYNEWOOD 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.

2. SETBACK PROVISIONS:

(a) No building shall be located nearer to the front lot lines nor nearer to the side street lines than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot or site nearer than fifty feet (50') to the front lot line, nor nearer than twenty feet (20') to any side line of any lot or building site. If any two or more lots or fractions thereof, are consolidated into one homesite, in conformity with the provisions of paragraph five (5) hereof, the building setback restrictions

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A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia Deputy
Isabel C. Garcia



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shall be deemed to apply to such resultant homesite as if it were one original lot, however, the TYNWOOD COMMITTEE may in the best interest of the subdivision make special exception to the building lines in unusual cases.

(b) No garage placed on any lot or building site in TYNWOOD may face or open toward any street on which such lot or building site abuts except with the written consent of the TYNWOOD COMMITTEE.

(c) No fence, wall, hedge or gas meter shall be placed on any lot in TYNWOOD nearer to the streets in said subdivision than is permitted for the main residence on such lots, except that the lots immediately adjacent to Pinay Point Road, Memorial Drive and Greenbay may be placed nearer on written approval of TYNWOOD COMMITTEE.

(d) Grantor reserves the right to modify the building setback lines herein contained on any unsold lots in TYNWOOD.

3. MINIMUM COST OF IMPROVEMENTS: Any residence constructed in TYNWOOD must have a minimum floor area of not less than 2000 square feet, exclusive of open or screened porches, driveways, car-ports, garages and servants quarters, and such residence shall have a minimum of 51% brick, brick veneer, stone or masonry in the outside walls.

4. Any person owning two or more adjoining lots in TYNWOOD may consolidate such lots or portions thereof into building sites, with the privilege of creating improvements, as permitted herein on the resulting building site, provided that such consolidated building site shall have a minimum of 22,500 square feet.

5. Except as set out in the next following paragraph hereof, all lots or building sites in TYNWOOD shall be used for single family residential purposes only, and no structure shall be altered, placed, erected or permitted to remain on any lot or building site except one single family residence, which shall not exceed two (2) stories in height, and a private garage, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters only for bona fide

-6-

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia Deputy
Isabel C. Garcia



servants.

6. Until Grantors have sold all of the lots in TYREWOOD, field offices may be located and maintained on a lot or lots of Grantors choice, the location of which field office may be changed from time to time as lots are sold, for a period not to exceed ~~three (3)~~ ^{two (2)} years from the date hereof.

7. Except for the above mentioned office, no trailer, tent, shack or other temporary structure shall ever be erected on any lot, and no temporary building, basement, garage or other out-building erected on any lot shall at any time be used for human habitation (except for bona fide servants, as herein stated) temporarily or permanently.

8. No nuisance shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the TYREWOOD COMMITTEE shall be the sole and exclusive judge as to what constitutes a nuisance.

9. No sheep, goats, horses, cattle, swine, chickens or live-stock 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 TYREWOOD COMMITTEE as provided in paragraph 8 above.

10. No trash, manure, garbage, putrescible matter, or debris of any kind shall be dumped or permitted to accumulate on any lot, nor may any of such materials be burned on the premises except in an incinerator designed for the purpose and approved by the TYREWOOD COMMITTEE.

11. Each owner of a lot in TYREWOOD binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself, to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in TYREWOOD should in the opinion of the TYREWOOD COMMITTEE, fail to maintain his lot in a neat and attractive manner, said

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia Deputy
Isabel C. Garcia



262

362

Committee will notify such owner in writing of any objectionable or detrimental condition existing on such lot and request such owner to eliminate same. In the event any such owner shall fail to eliminate any objectionable or unattractive conditions existing on such owner's lot within fifteen (15) days after receipt of written notice from the TYNEWOOD COMMITTEE specifying such objectionable or detrimental conditions, then, in such event, the TYNEWOOD COMMITTEE is authorized to eliminate such conditions and charge the cost of same to such lot owner, and the payment of any such expense incurred by the TYNEWOOD COMMITTEE in such case shall be secured in the same manner as the Maintenance charge hereinabove provided for.

12. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any lot without the consent in writing of the TYNEWOOD COMMITTEE. Grantor or members of the TYNEWOOD COMMITTEE shall have the right to remove any such sign, advertisement, or billboard or advertising structure which is placed on any lot without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or any other tort in connection with, or arising from such removal.

13. No radio or television aerial, pole or other framework, structure or device, which will project more than ten (10') feet above the uppermost roof line of the residence shall be erected on any lot or attached to any of the improvements thereon.

14. No privy, cesspool, septic tank or water system shall be erected or maintained on any part of the property in TYNEWOOD.

15. Reserve "A" as shown on the recorded plat is expressly excluded from these restrictions.

16. Lot Fifty Nine (59) in Block Four (4) is hereby expressly excluded from these restrictions, conditions and covenants, so long as it is used for a utility site. In the event such lot is abandoned as a utility site, then all restrictions, conditions and covenants herein shall forthwith apply to said lot.

17. These covenants and restrictions shall run with the land,

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Harris County, Texas

Isabel C. Garcia Deputy
Isabel C. Garcia



and shall be binding on Grantors, their heirs and assigns, and all persons or parties claiming under it, 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 of lots in TYNWOOD 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 (10) year period in which it is executed and recorded.

18. 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 TYNWOOD COMMITTEE on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant and either to prevent him or them from doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

19. In the event any one, or more, of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become, or be held invalid, by reason by abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 17th day of July, 1955.

Roy E. Harris R. W. Sinner
ROY E. HARRIS R. W. SINNER

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A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia Deputy
Isabel C. Garcia



THE undersigned do hereby join in the execution hereof assenting thereto and subordinating any liens held to this instrument, however, the Maintenance Fund set forth herein shall be and is second, junior and inferior to the liens held by the undersigned.

Hettie Brown
HETTIE BROWN

C. C. Brown
C. C. BROWN

F. A. Spitzer
F. A. SPITZER, Trustee

F & C ENGINEERING CO.

W. M. Chamber
President



THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROY E. HARRIS and R. W. SPITZER, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the Wednesday of November, 1955.

F. A. Spitzer
Notary Public in and for Harris County, T E X A S

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. A. SPITZER, Trustee, 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, in the capacity therein stated and as the act and deed of said trustee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of October, 1955.

Ida M. Bell
Notary Public in and for Harris County, T E X A S

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia
Isabel C. Garcia Deputy



THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this day personally appeared C. G. BROWN and wife, HETTIE BROWN, 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 HETTIE BROWN having been examined by me privily and apart from her said husband and having the same fully explained to her, she, the said HETTIE BROWN 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 the 28 day of October, 1955.

A. Lee Rollman
Notary Public in and for Harris County, T E X A S

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared *O. J. Chambers* President of F & C ENGINEERING CO., 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of Dec., 1955.



A. Lee Rollman
Notary Public in and for Harris County, T E X A S

Filed for Record Nov. 7, 1955 at 3:30 o'clock P.M.
Recorded Dec. 8, 1955 at 9:36 o'clock A.M.
W. D. MILLER, Clerk County Court, Harris County, Texas
By *James M. Chesser* Deputy

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A Certified Copy
Attest: 12/6/2012
Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia
Isabel C. Garcia Deputy



EXHIBIT 18

Harris County Appraisal District



0 50 100 200 Feet

PUBLICATION DATE:
12/28/2018

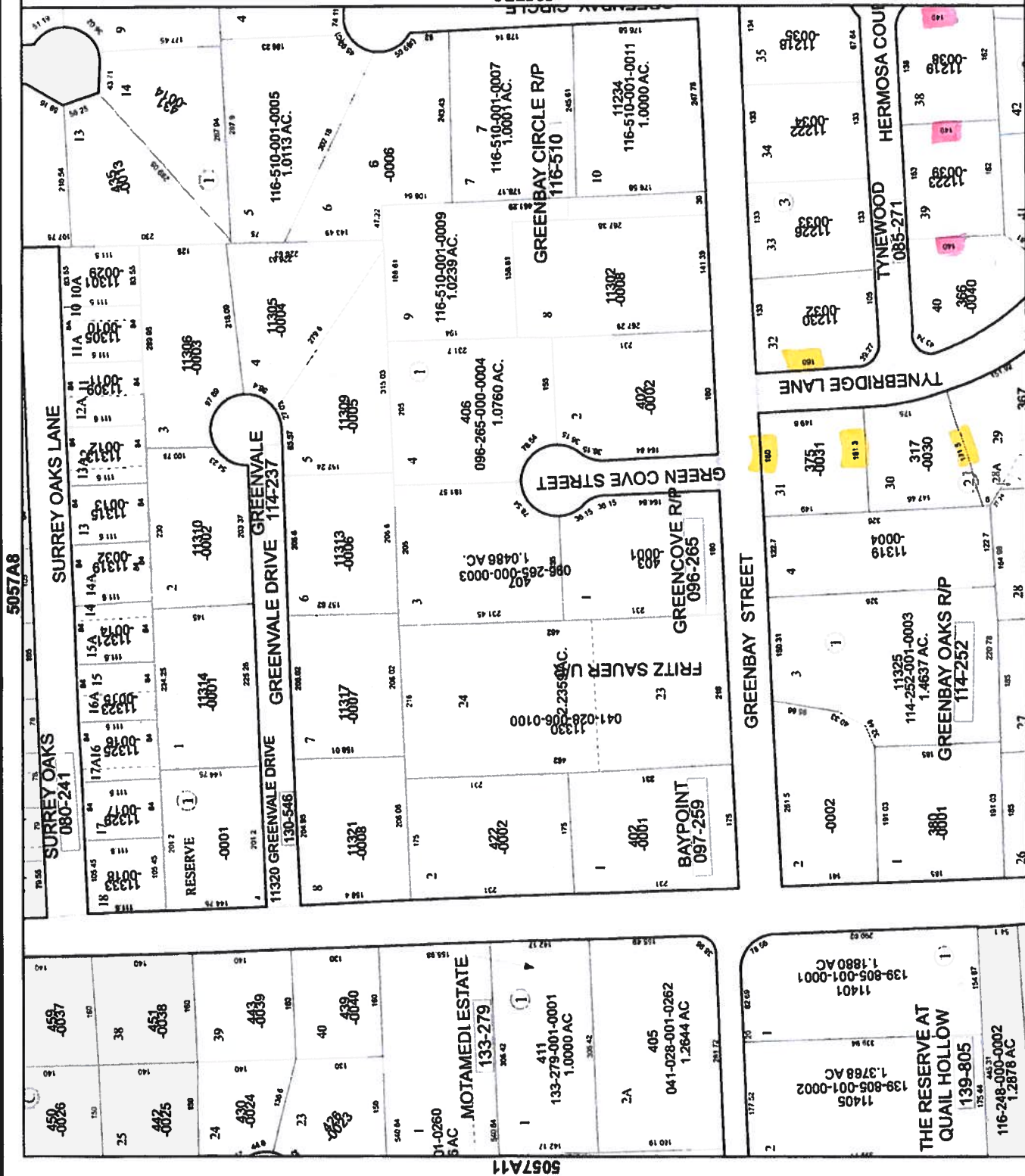
Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property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

MAP LOCATION



FACET 5057A

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



5057A8

5057C4

5057A11

THE RESERVE AT QUAIL HOLLOW

139-805

11405 139-805-001-0002
13768 AC
11401 139-805-001-0001
11880 AC

116-248-000-0002
12878 AC

01-0260 5AC
133-279
133-279-001-0001
1,0000 AC

2A 405
041-028-001-0262
1,2644 AC

17A16 17A17 17A18 17A19 17A20 17A21 17A22 17A23 17A24 17A25 17A26 17A27 17A28 17A29 17A30 17A31 17A32 17A33 17A34 17A35 17A36 17A37 17A38 17A39 17A40 17A41 17A42 17A43 17A44 17A45 17A46 17A47 17A48 17A49 17A50 17A51 17A52 17A53 17A54 17A55 17A56 17A57 17A58 17A59 17A60 17A61 17A62 17A63 17A64 17A65 17A66 17A67 17A68 17A69 17A70 17A71 17A72 17A73 17A74 17A75 17A76 17A77 17A78 17A79 17A80 17A81 17A82 17A83 17A84 17A85 17A86 17A87 17A88 17A89 17A90 17A91 17A92 17A93 17A94 17A95 17A96 17A97 17A98 17A99 17A100

11A 10 10A 11A 11B 11C 11D 11E 11F 11G 11H 11I 11J 11K 11L 11M 11N 11O 11P 11Q 11R 11S 11T 11U 11V 11W 11X 11Y 11Z 12A 12B 12C 12D 12E 12F 12G 12H 12I 12J 12K 12L 12M 12N 12O 12P 12Q 12R 12S 12T 12U 12V 12W 12X 12Y 12Z 13A 13B 13C 13D 13E 13F 13G 13H 13I 13J 13K 13L 13M 13N 13O 13P 13Q 13R 13S 13T 13U 13V 13W 13X 13Y 13Z 14A 14B 14C 14D 14E 14F 14G 14H 14I 14J 14K 14L 14M 14N 14O 14P 14Q 14R 14S 14T 14U 14V 14W 14X 14Y 14Z 15A 15B 15C 15D 15E 15F 15G 15H 15I 15J 15K 15L 15M 15N 15O 15P 15Q 15R 15S 15T 15U 15V 15W 15X 15Y 15Z 16A 16B 16C 16D 16E 16F 16G 16H 16I 16J 16K 16L 16M 16N 16O 16P 16Q 16R 16S 16T 16U 16V 16W 16X 16Y 16Z 17A 17B 17C 17D 17E 17F 17G 17H 17I 17J 17K 17L 17M 17N 17O 17P 17Q 17R 17S 17T 17U 17V 17W 17X 17Y 17Z 18A 18B 18C 18D 18E 18F 18G 18H 18I 18J 18K 18L 18M 18N 18O 18P 18Q 18R 18S 18T 18U 18V 18W 18X 18Y 18Z

116-510-001-0005
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GREENVALE DRIVE 114-237

GREENCOVE R/P 096-265

FRITZ SAUER 041-028-006-0100

BAYPOINT 097-259

GREENBAY STREET

HERMOSA COURT

TYNEBRIDGE LANE

Harris County Appraisal District



0 50 100 200 Feet

PUBLICATION DATE:
12/28/2018

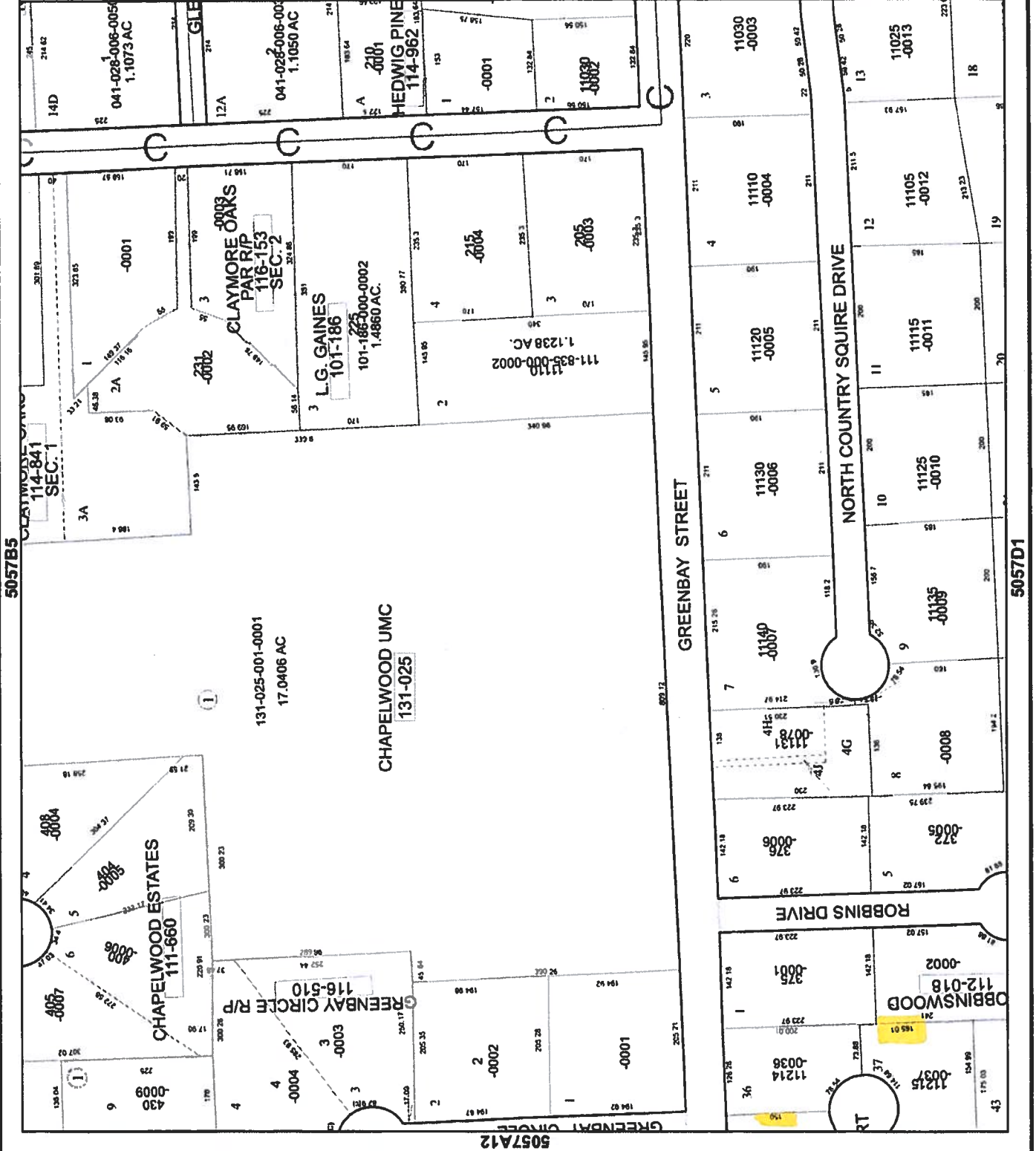
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MAP LOCATION



FACET 5057B

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



Harris County Appraisal District



0 50 100 200 Feet

PUBLICATION DATE:
12/28/2018

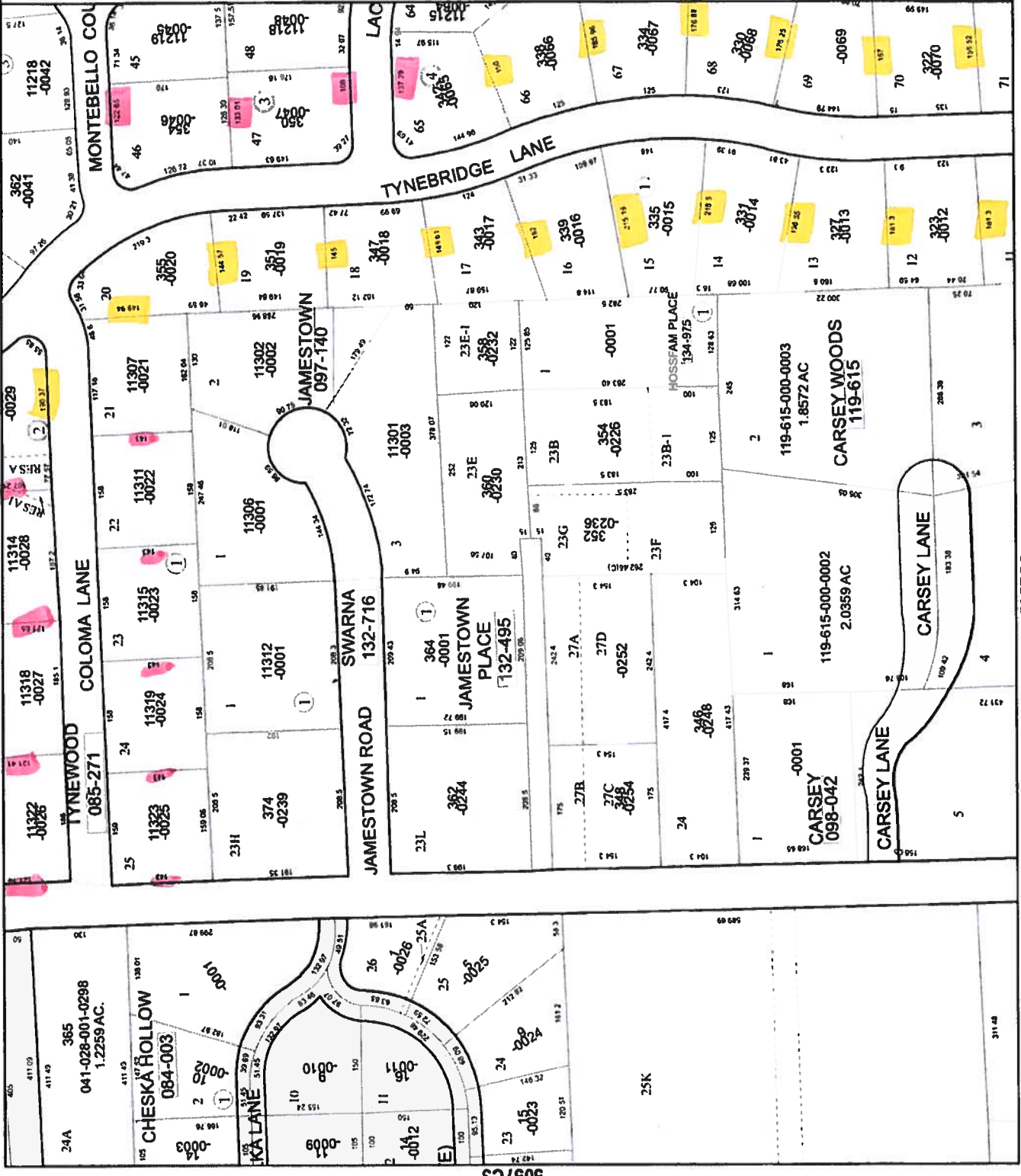
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MAP LOCATION



FACET 5057C

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



5057A12

5057C3

5057C8

Harris County Appraisal District



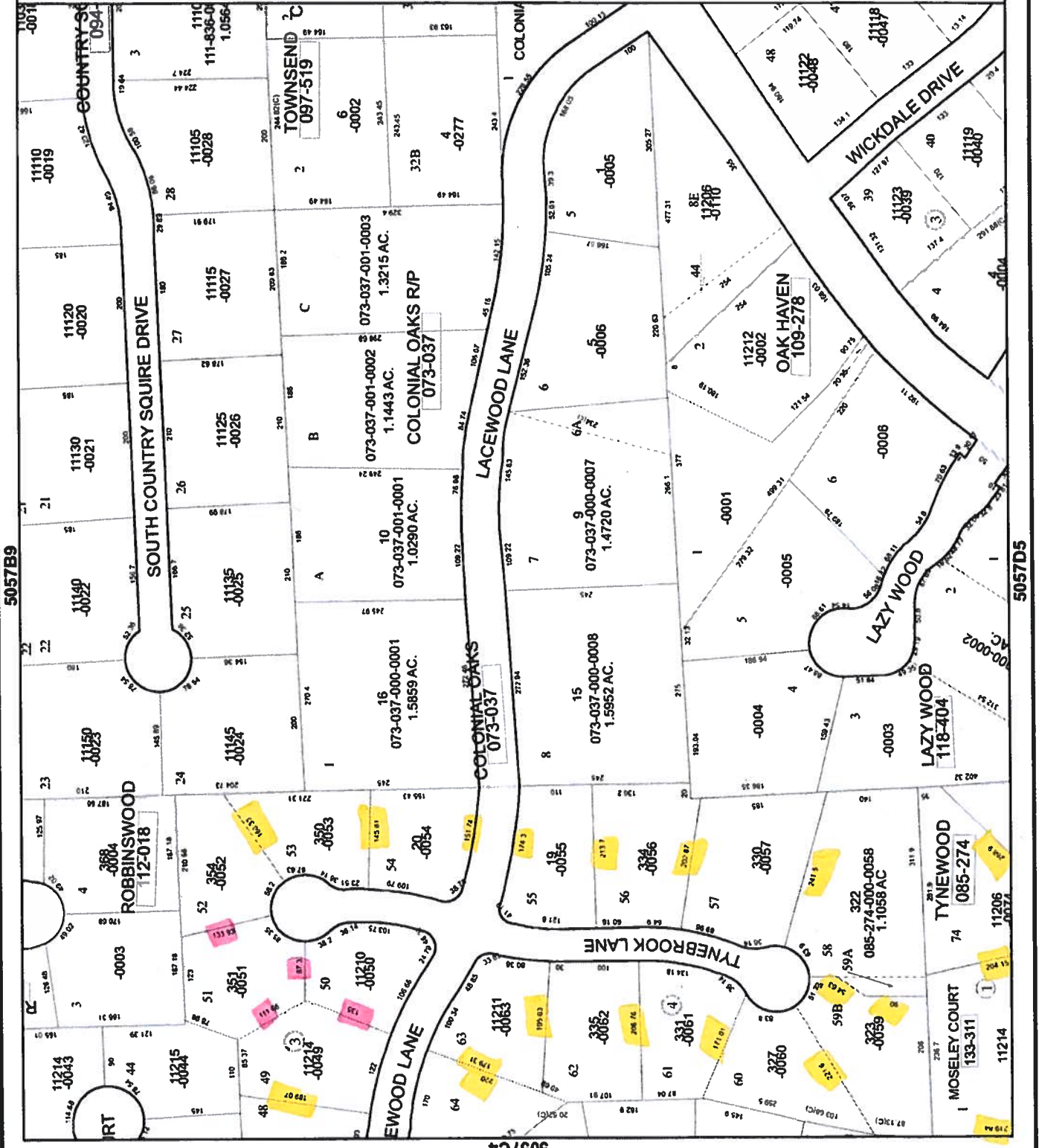
0 50 100 200 Feet
 PUBLICATION DATE: 2/14/2019

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FACET 5057D

11	12	9	10	11
3	4	5	6	7



5057B9

5057D5

5057C4

5057D2

Harris County Appraisal District



0 50 100 200 Feet

PUBLICATION DATE:
12/28/2018

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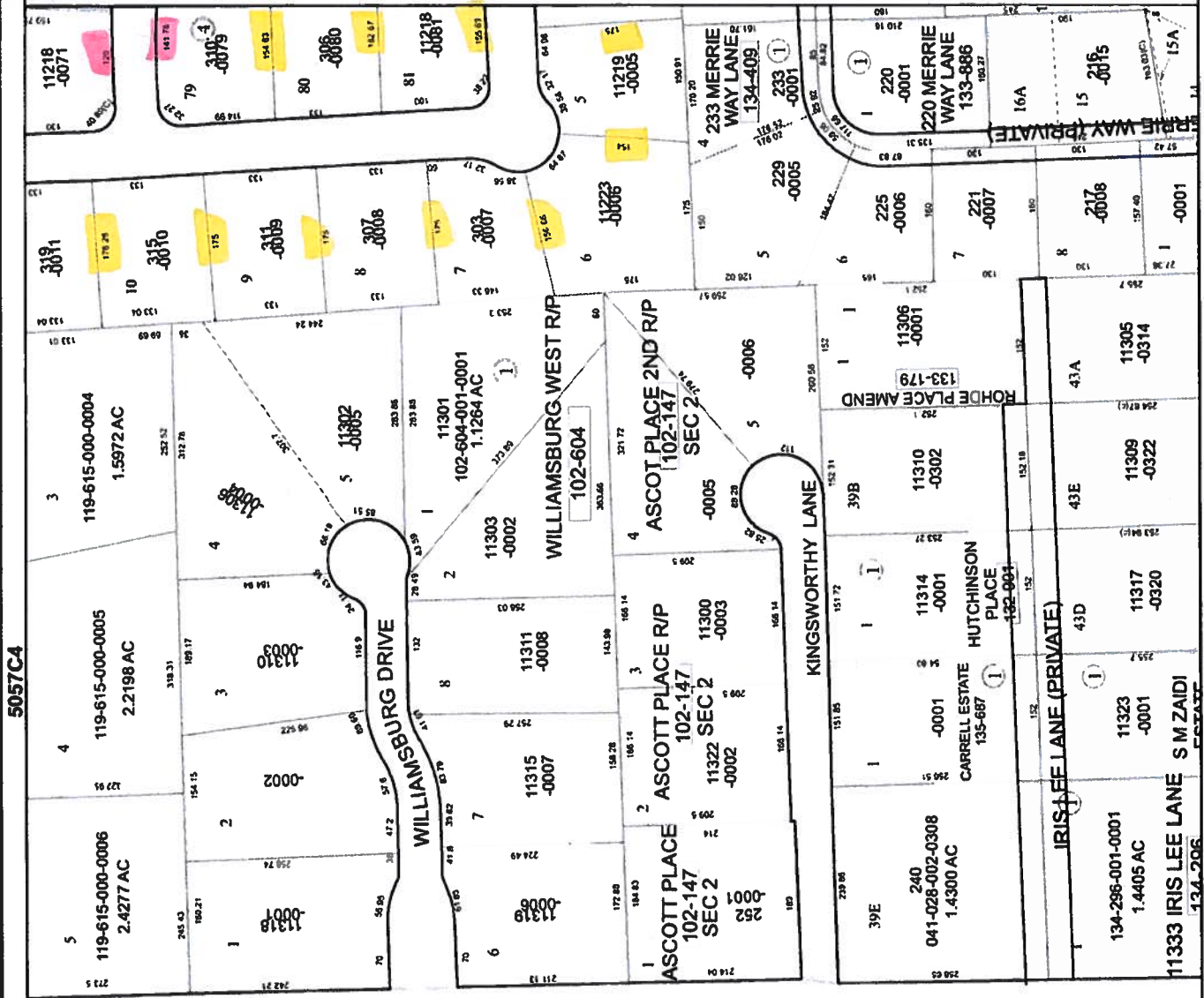
MAP LOCATION



FACET 5057C

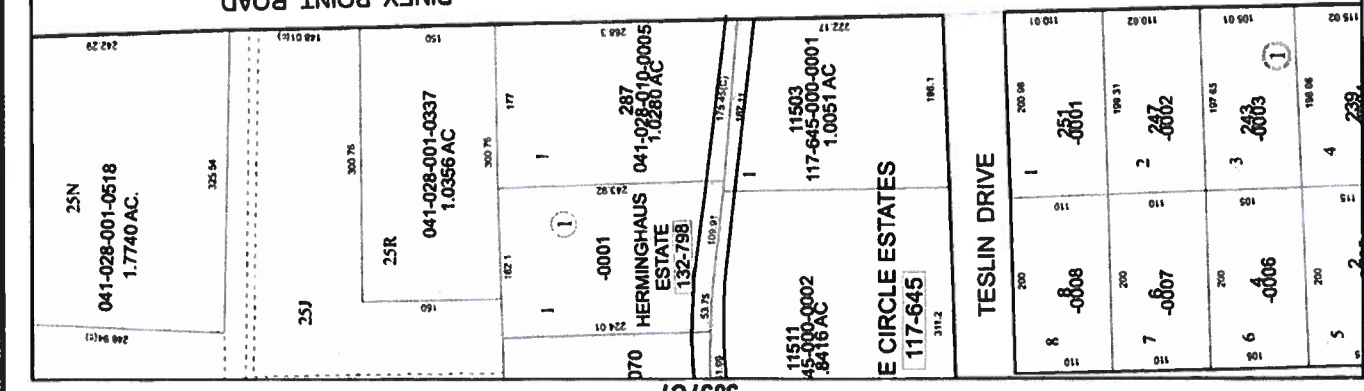
2	3	4	1	2
6	7	8	5	6
10	11	12	9	10

5057DS



5057C4

5057C12



5057C7

ATTACHMENT 1

LIST OF HOMEOWNERS NOTIFIED

11315 COLOMA LANE - PINEY POINT VILLAGE

HC ID	Owner Name 1	Owner/Mail 1	City	Owner/Mail State	Owner ZIF	Legal Desc. 1	Legal Desc. 2	Property Address Number	Property Address Street	Property Address Suffix	
1	CHANG LAURA Y	11311 COLOMA LN	HOUSTON	TX	77024-7400	LT 22 BLK 1	TYNWOOD	11311	COLOMA	LANE	77024
2	WALSH JOSEPH III & AMY	11307 COLOMA LN	HOUSTON	TX	77024-7400	LT 21 BLK 1	TYNWOOD	11307	COLOMA	LANE	77024
3	11302 JAMESTOWN LLC	950 ECHO LN STE 100	HOUSTON	TX	77024-2748	LT 2	JAMESTOWN	11302	JAMESTOWN	ROAD	77024
4	DOHERTY JOHN PATRICK & SUSAN	11301 JAMESTOWN RD	HOUSTON	TX	77024-7411	LT 3	JAMESTOWN	11301	JAMESTOWN	ROAD	77024
5	JACOBS LOUIS M JR	11306 JAMESTOWN RD	HOUSTON	TX	77024-7411	LT 1	JAMESTOWN	11306	JAMESTOWN	ROAD	77024
6	CHINTAGUMPALA MURALI M	11312 JAMESTOWN RD	HOUSTON	TX	77024-7411	LT 1 BLK 1	SWARNA	11312	JAMESTOWN	ROAD	77024
7	DICECCO JOSEPH	1900 WEST LOOP S STE 1000	HOUSTON	TX	77027-3264	TR 23H	ASST 72 JD TAYLOR	11318	JAMESTOWN	ROAD	77024
8	SHAKHEEN CHRISTINE & ELIAS	11322 COLOMA LN	HOUSTON	TX	77024-7400	LT 25 BLK 1	TYNWOOD	11322	COLOMA	LANE	77024
9	WILSON WILLIAM H JR & DEBORA	11319 COLOMA LN	HOUSTON	TX	77024-7400	LT 24 BLK 1	TYNWOOD	11319	COLOMA	LANE	77024
10	MC KERRY CONSTANCE GILLER MARK WARREN GILLER STEPHEN EDWARD	11322 COLOMA LN	HOUSTON	TX	77024-7408	LT 26 BLK 2	TYNWOOD	11322	COLOMA	LANE	77024
11	% MARK W & STEPHEN E GILLER 2008 TRUSTS	1001 FANNIN ST STE 700	HOUSTON	TX	77002-4777	LT 27 BLK 2	TYNWOOD	11318	COLOMA	LANE	77024
12	HUNTER ROBERT C & AMANDA K	11314 COLOMA LN	HOUSTON	TX	77024-7408	LT 28 & RES A1 BLK 2	TYNWOOD	11314	COLOMA	LANE	77024
13	BALDWIN KENNETH W MARTIN MELISSA M	367 TYNEBRIDGE LN	HOUSTON	TX	77024-7427	LT 29 & TR 28A & RES A BLK 2	TYNWOOD	367	TYNEBRIDGE	LANE	77024
14	SSBV REAL ESTATE LLC	43 ABERDEEN CROSSING PL	SPRING	TX	77381-5174	LT 30 BLK 2	TYNWOOD	371	TYNEBRIDGE	LANE	77024
15	GREENWOOD TOD M & AMY D	11319 GREENBAY ST	HOUSTON	TX	77024-732	LT 4 BLK 1	GREENBAY OAKS R/P	11319	GREENBAY	STREET	77024
16	DAWSON DOUGLAS A	11325 GREENBAY ST	HOUSTON	TX	77024-732	LT 3 BLK 1	GREENBAY OAKS R/P	11325	GREENBAY	STREET	77024
17	OLIVAREZ ANGELA LETEN OLIVER	380 PINEY POINT RD	HOUSTON	TX	77024-7336	LT 1 BLK 1	GREENBAY OAKS R/P	380	PINEY POINT	ROAD	77024
18	11302 JAMESTOWN LLC	11302 COLOMA LN	HOUSTON	TX	77024-7411	LT 2	JAMESTOWN	11302	COLOMA	LANE	77024
19	DICECCO JOSEPH GILLER MARK WARREN GILLER STEPHEN EDWARD	11318 JAMESTOWN RD	HOUSTON	TX	77024-7411	TR 23H	ASST 72 JD TAYLOR	11318	JAMESTOWN	ROAD	77024
20	% MARK W & STEPHEN E GILLER 2008 TRUSTS	11318 COLOMA LN	HOUSTON	TX	77024-7400	LT 27 BLK 2	TYNWOOD	11318	COLOMA	LANE	77024
21	SSBV REAL ESTATE LLC	371 TYNEBRIDGE LN	HOUSTON	TX	77024-7427	LT 30 BLK 2	TYNWOOD	371	TYNEBRIDGE	LANE	77024

CONCORD  BUILDERS

Dear Neighbor,

The purpose of this letter is to inform you that Concord Builders will be going before the Board of Adjustments of the City of Piney Point on June 13th, at 7:00 pm at City of Piney Point City Hall; 7676 Woodway Drive, Suite 300, Houston, TX 77063

We recently went before the BOA in April and where denied a Front Setback variance of 40 feet in lieu of 50 feet. We have new information that will be presented to the Board at the aforementioned date and time as an appeal. In addition to this the owner of the property was not able to attend the previous meeting, but will be available at this meeting to present the new evidence.

This appeal is in reference to Chapter 74, Section 244 – Regulation (C) Area Regulations; size of yards (1) front yard. This regulation states the following.

Front yard. There shall be a front yard having a depth of 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 than 25 feet.

Should you have any questions please contact us at 713-861-0315.

Respectfully,


Jeff Gaston