

# CONCORD BUILDERS

June, 5<sup>th</sup>, 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 13<sup>th</sup>~~ <sup>July 11<sup>th</sup></sup>, 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 11<sup>th</sup>, 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

# CONCORD BUILDERS

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, 2<sup>nd</sup> 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)**

# CONCORD BUILDERS

The plat, which was record on July 6<sup>th</sup> 1955 has a 50 foot setback. However, on November 1<sup>st</sup> 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 1<sup>st</sup>, 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.

# CONCORD BUILDERS

## LIST OF EXHIBITS

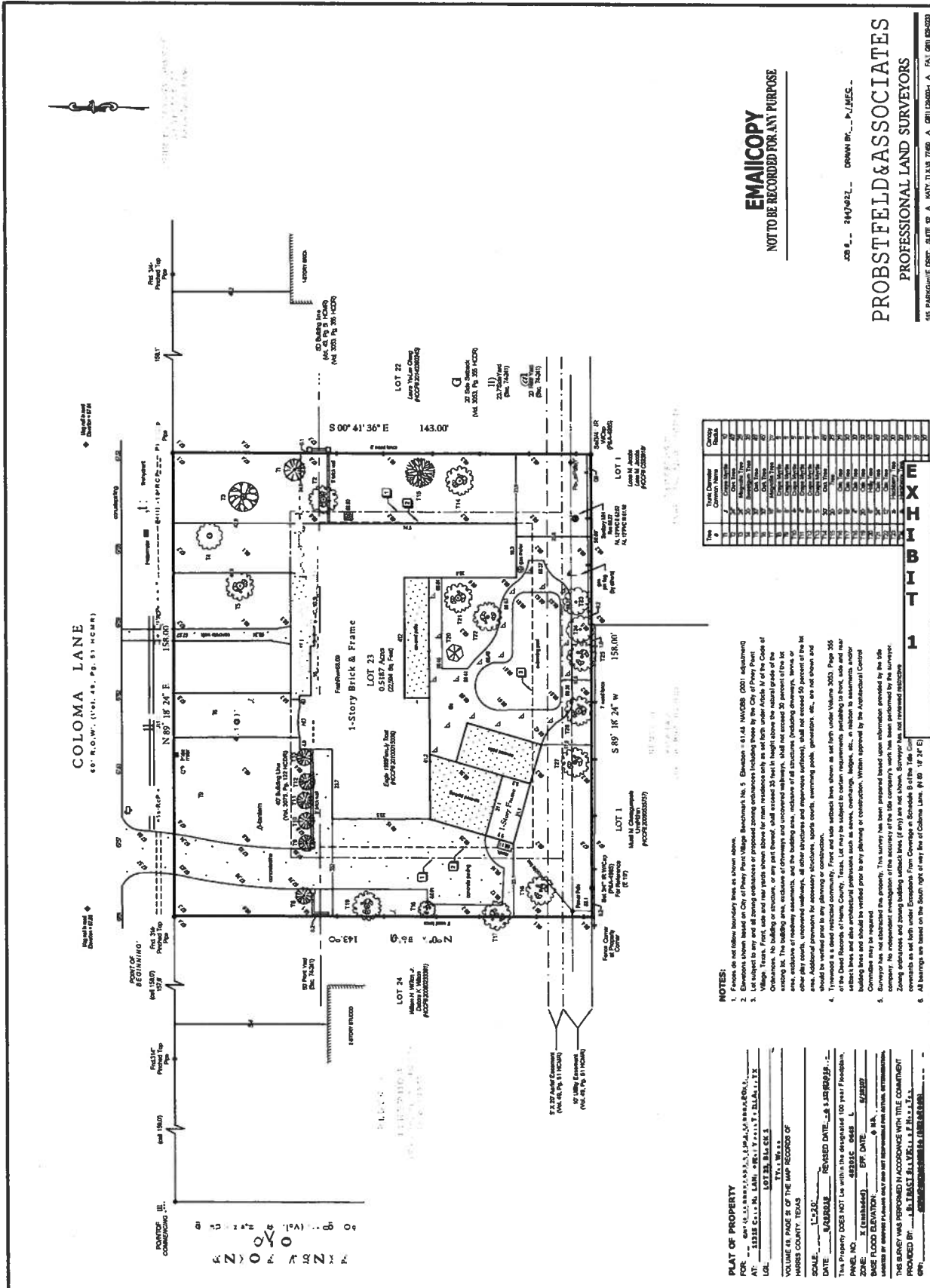
1. Survey of existing house and conditions
2. Location of existing residences along Coloma
3. Site plan of proposed house
4. First floor plan of proposed house
5. Second Floor plan of proposed house
6. Front elevation of proposed house
7. Example of previous home built – 220 Merrie Way Lane – 35 foot 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 9<sup>th</sup>, 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



**EMAIICOPI**  
NOT TO BE RECORDED FOR ANY PURPOSE

JOB NO. 240922L - DAWN RYAN, P.L.M.E.C.  
**PROBSTFELD & ASSOCIATES**  
PROFESSIONAL LAND SURVEYORS  
515 PARKING DRIVE, SUITE B, A WY. T145 7769, A, 09112000 - A, 01120000

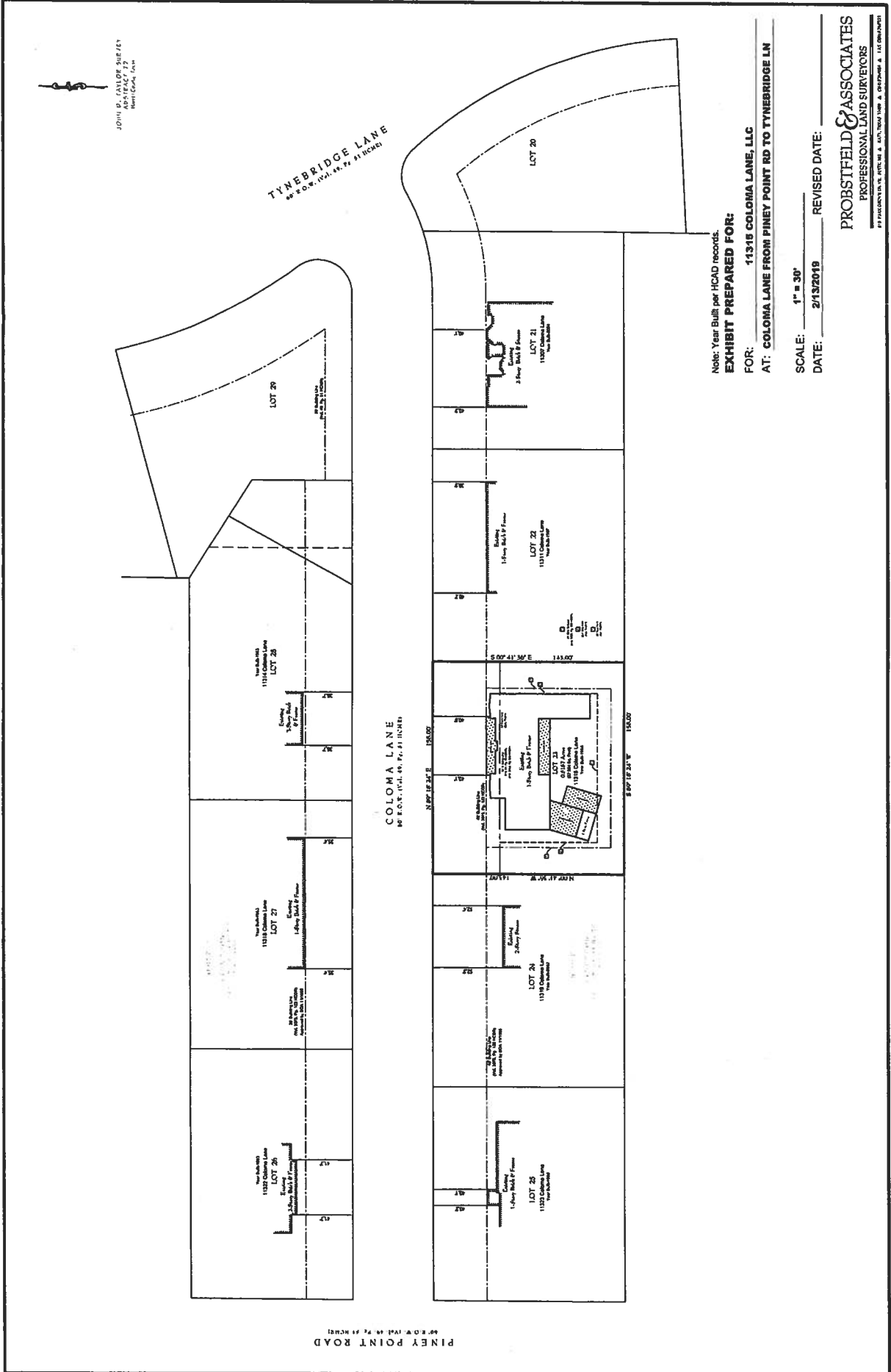
Lot No.	Acres	Common Name	Owner Name
1	0.5187	Lot 1	Lot 1
2	0.5187	Lot 2	Lot 2
3	0.5187	Lot 3	Lot 3
4	0.5187	Lot 4	Lot 4
5	0.5187	Lot 5	Lot 5
6	0.5187	Lot 6	Lot 6
7	0.5187	Lot 7	Lot 7
8	0.5187	Lot 8	Lot 8
9	0.5187	Lot 9	Lot 9
10	0.5187	Lot 10	Lot 10
11	0.5187	Lot 11	Lot 11
12	0.5187	Lot 12	Lot 12
13	0.5187	Lot 13	Lot 13
14	0.5187	Lot 14	Lot 14
15	0.5187	Lot 15	Lot 15
16	0.5187	Lot 16	Lot 16
17	0.5187	Lot 17	Lot 17
18	0.5187	Lot 18	Lot 18
19	0.5187	Lot 19	Lot 19
20	0.5187	Lot 20	Lot 20
21	0.5187	Lot 21	Lot 21
22	0.5187	Lot 22	Lot 22
23	0.5187	Lot 23	Lot 23
24	0.5187	Lot 24	Lot 24

**NOTES:**

- Survey on old subdivision lines as shown above.
- Compliance with City of Perry Plat (Wiley) Benchmark No. 5, Elevation 61.41, MVD08 (2001) adjustment.
- Lot subject to any and all zoning ordinances or proposed zoning ordinances including those by the City of Perry Plat Village Trust. Front, side and rear yards shown above for main residence only as set forth under Article IV of the Code of Ordinances. No building or structure, or any part thereof, shall exceed 35 feet in height above the natural grade of the existing lot. The building area, including all driveways and unexcavated walkways, shall not exceed 30 percent of the lot area. The building area, including all driveways and unexcavated walkways, shall not exceed 50 percent of the lot area. Additional payments for necessary structures, earth work, retaining walls, foundations, etc., are not shown and should be verified prior to any planning or construction.
- Traverse is a closed traverse. Front and side setbacks shown as set forth under Volume 3003, Page 355 of the City of Perry Plat (Wiley) Benchmark No. 5, Elevation 61.41, MVD08 (2001) adjustment.
- Surveyor has not distributed the property. This survey has been prepared based upon information provided by the title company. No independent investigation into accuracy of the title company's work has been performed by the surveyor. All bearings are based on the South right of way line of Coloma Lane, N 89° 18' 24" W 158.00' (191.45' P.S. 91 H.C.M.R.).
- All bearings are based on the South right of way line of Coloma Lane, N 89° 18' 24" W 158.00' (191.45' P.S. 91 H.C.M.R.).

**PLAT OF PROPERTY**  
FOR: [Name]  
AT: [Address]  
L.S.: [Date]  
T.S.: [Date]  
VOLUME 18 PAGE 21 OF THE MAP RECORD OF HARRIS COUNTY, TEXAS  
SCALE: 1" = 40'  
DATE: [Date] REVISED DATE: [Date]  
THE PROPERTY DOES NOT Lie within the designated 100 year Flood Zone, (100 Year Flood Zone) ELEVATION: [Elevation]  
BASE FLOOD ELEVATION: [Elevation] @ 100 Year  
THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH TITLE COMMITMENT PROVIDED BY [Title Company] AND IS NOT TRANSFERABLE TO ANY OTHER PARTY.  
THIS SURVEY IS THE PROPERTY OF PROBSTFELD & ASSOCIATES, INC. IS CERTIFIED FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE TO ANY OTHER PARTY.

EXHIBIT 2



JOHN D. TAYLOR SURVEY  
ADVERSELY AFFECTED  
MAY 10, 2019

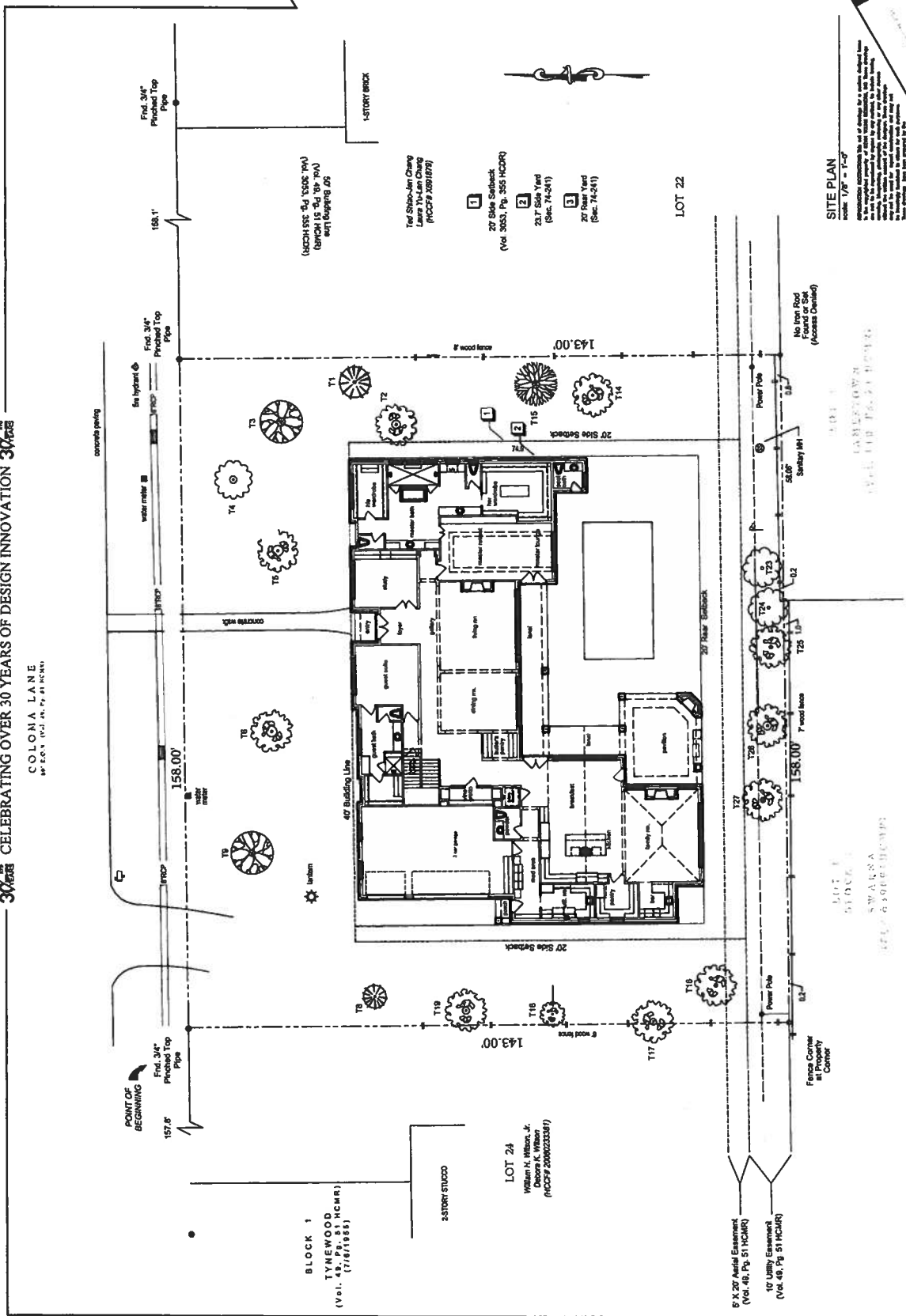
Note: Year Built per HCAD records.  
**EXHIBIT PREPARED FOR:**  
 11318 COLOMA LANE, LLC  
**AT:** COLOMA LANE FROM PINEY POINT RD TO TYNBRIDGE LN  
 SCALE: 1" = 30'  
 DATE: 2/13/2019 REVISED DATE:

**PROBSTFELD & ASSOCIATES**  
 PROFESSIONAL LAND SURVEYORS  
 47 FAUCONIER BLVD., SUITE 100, SAN JOSE, CA 95128  
 TEL: (415) 435-1100 FAX: (415) 435-1101

**EXHIBIT 3**

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

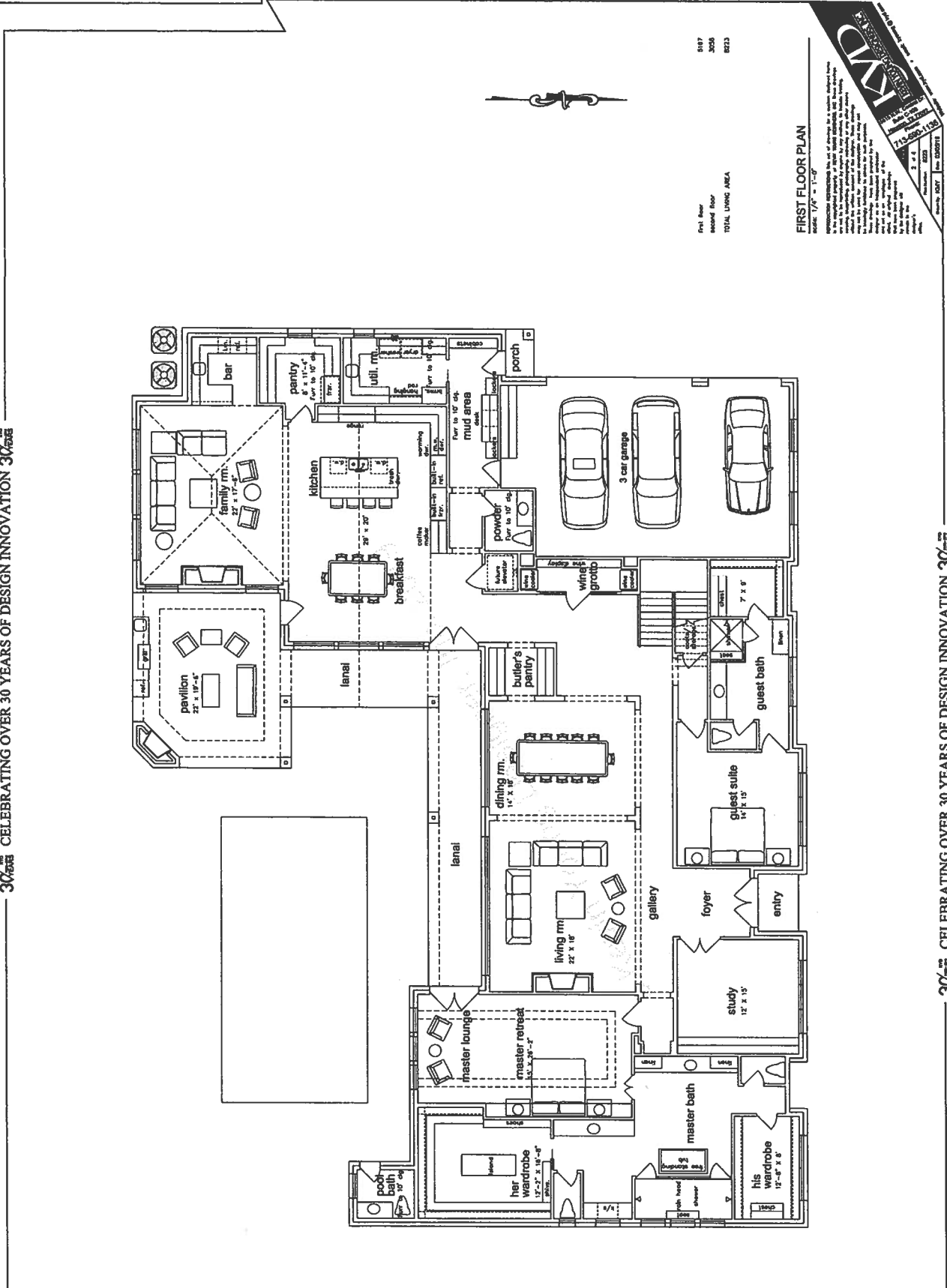
COLOMA LANE  
 MAP S.O. 1, 10-2, 14, 17, 41, 42, 43, 44



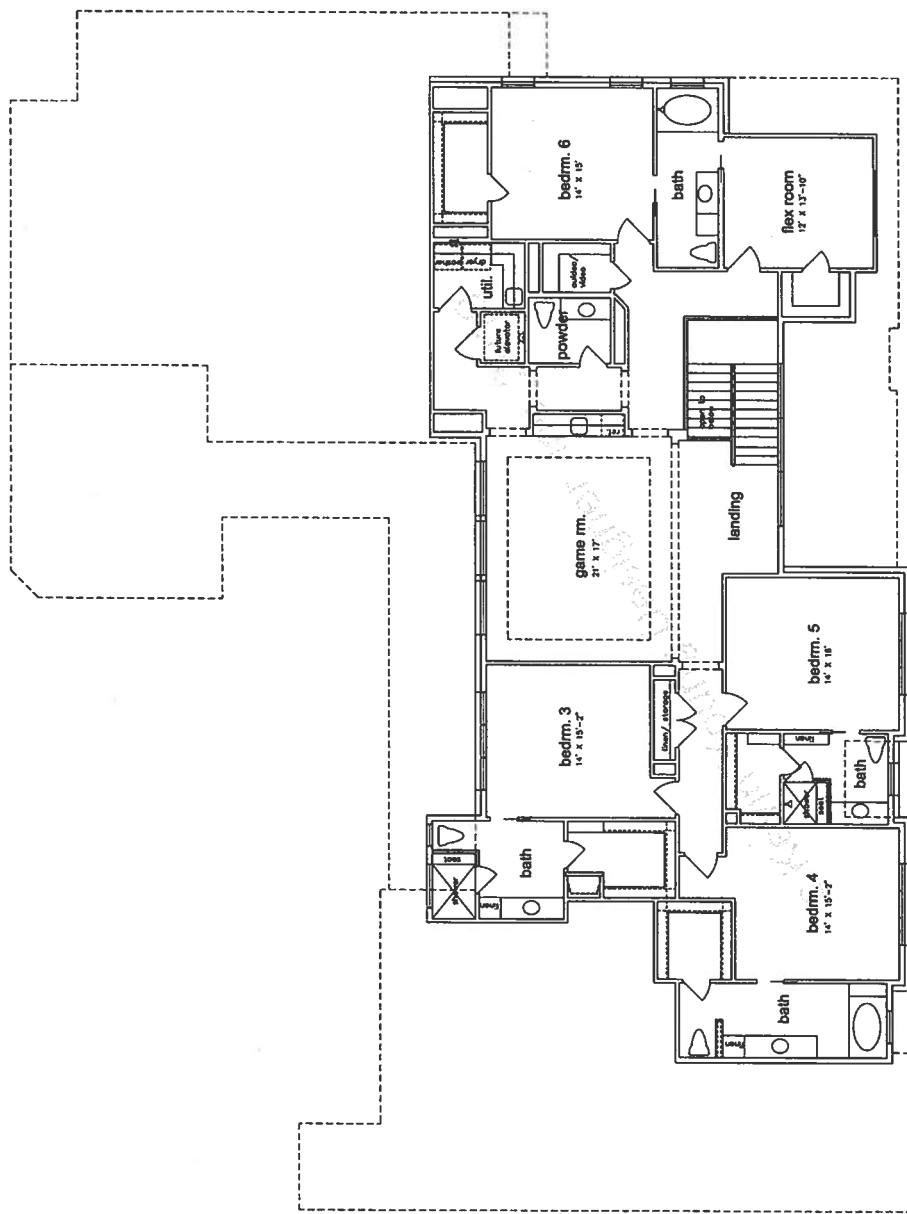
**SITE PLAN**  
 SCALE: 1/8" = 1'-0"  
 PREPARED BY: [Firm Name]  
 DATE: [Date]

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

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





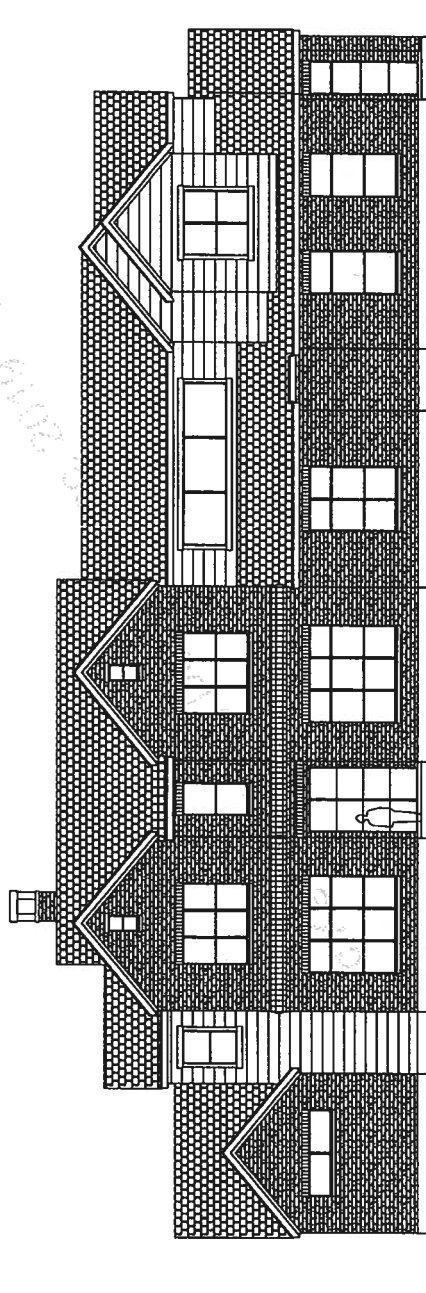


SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"

**30 YEARS**  
 30 YEARS OF DESIGN INNOVATION  
 30 YEARS

30 YEARS CELEBRATING OVER 30 YEARS OF DESIGN INNOVATION 30 YEARS

30 YEARS CELEBRATING OVER 30 YEARS OF DESIGN INNOVATION 30 YEARS



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

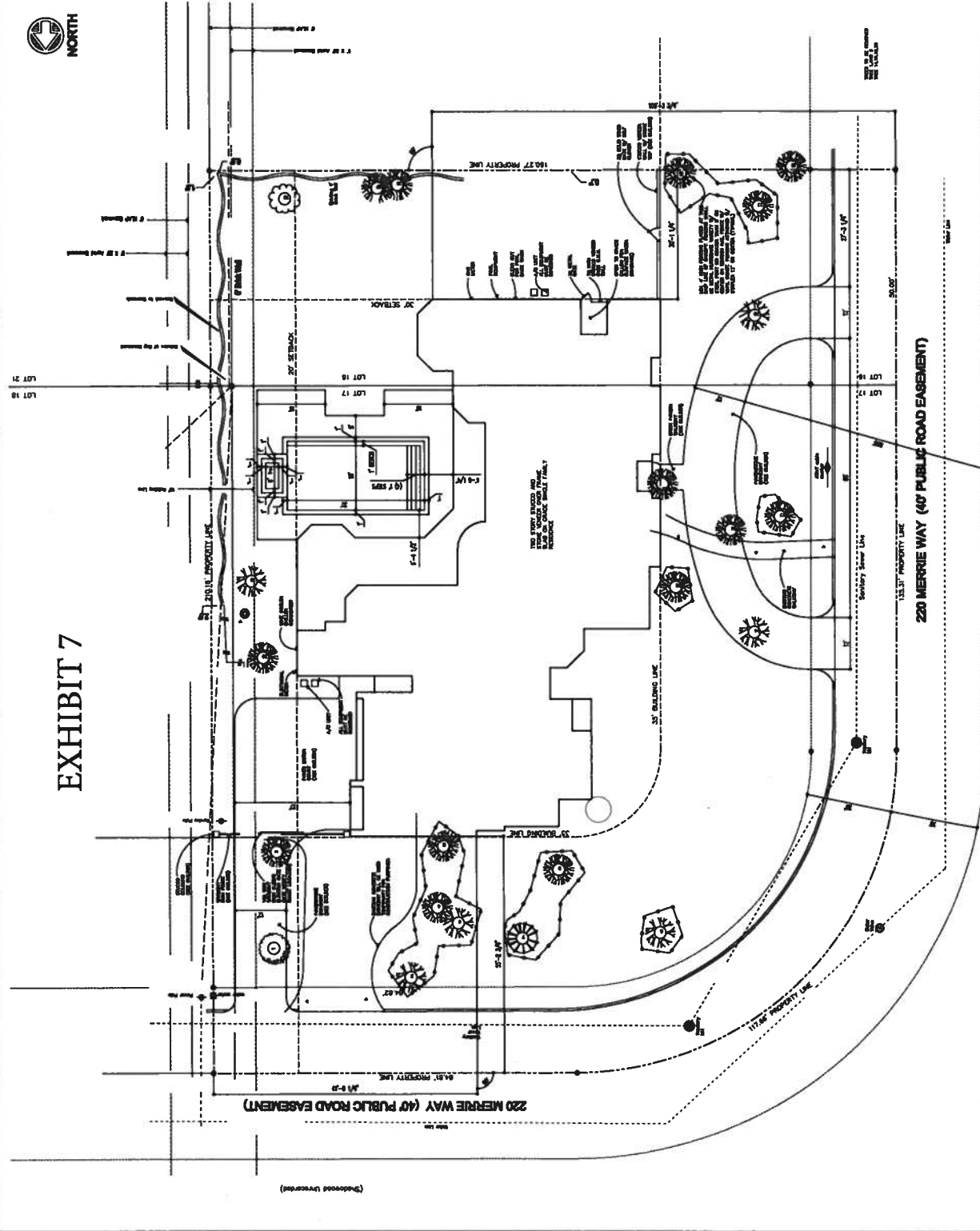
**KIM**  
ARCHITECTS  
715-990-1108  
1000 N. 10th St., Suite 100  
Tulsa, OK 74103  
1 8 4 4  
www.kimarchitects.com

PROFESSIONAL ARCHITECT  
No. 0000178

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EXHIBIT 7



lot coverage calculations

Existing Area	Proposed Area	Total Area
8442	7143	15585
Accessory Bldg.		8442
Pool and Deck	2007	2007
Driveway		2007
2007		2007
Includes all buildings within 5' of main structure		

Percent of Lot Coverage by Main Structure: 7143 / 20418 = 34.98%  
 Area of Main Structure: 7143 / 308 (Min. Coverage)  
 Percent of Total Lot Coverage: 20418 / 308 = 66.29%  
 Total Lot Coverage: 20418 / 308 (Min. Coverage)  
 (Building + Driveway + Pool + Deck)

unless noted otherwise

1. The site plan is a representation of the proposed development and is not a guarantee of any specific results or outcomes.
2. The site plan is subject to the approval of the appropriate regulatory agencies and the final decision of the governing authority.
3. The site plan is based on the information provided by the applicant and the applicant is responsible for the accuracy and completeness of the information.
4. The site plan is not intended to be used as a legal document and should not be relied upon for legal purposes.
5. The site plan is not intended to be used as a deed or other legal instrument and should not be used for such purposes.
6. The site plan is not intended to be used as a contract and should not be used for such purposes.
7. The site plan is not intended to be used as a warranty and should not be used for such purposes.
8. The site plan is not intended to be used as a guarantee and should not be used for such purposes.
9. The site plan is not intended to be used as a representation of any specific results or outcomes and should not be used for such purposes.
10. The site plan is not intended to be used as a guarantee of any specific results or outcomes and should not be used for such purposes.

new construction

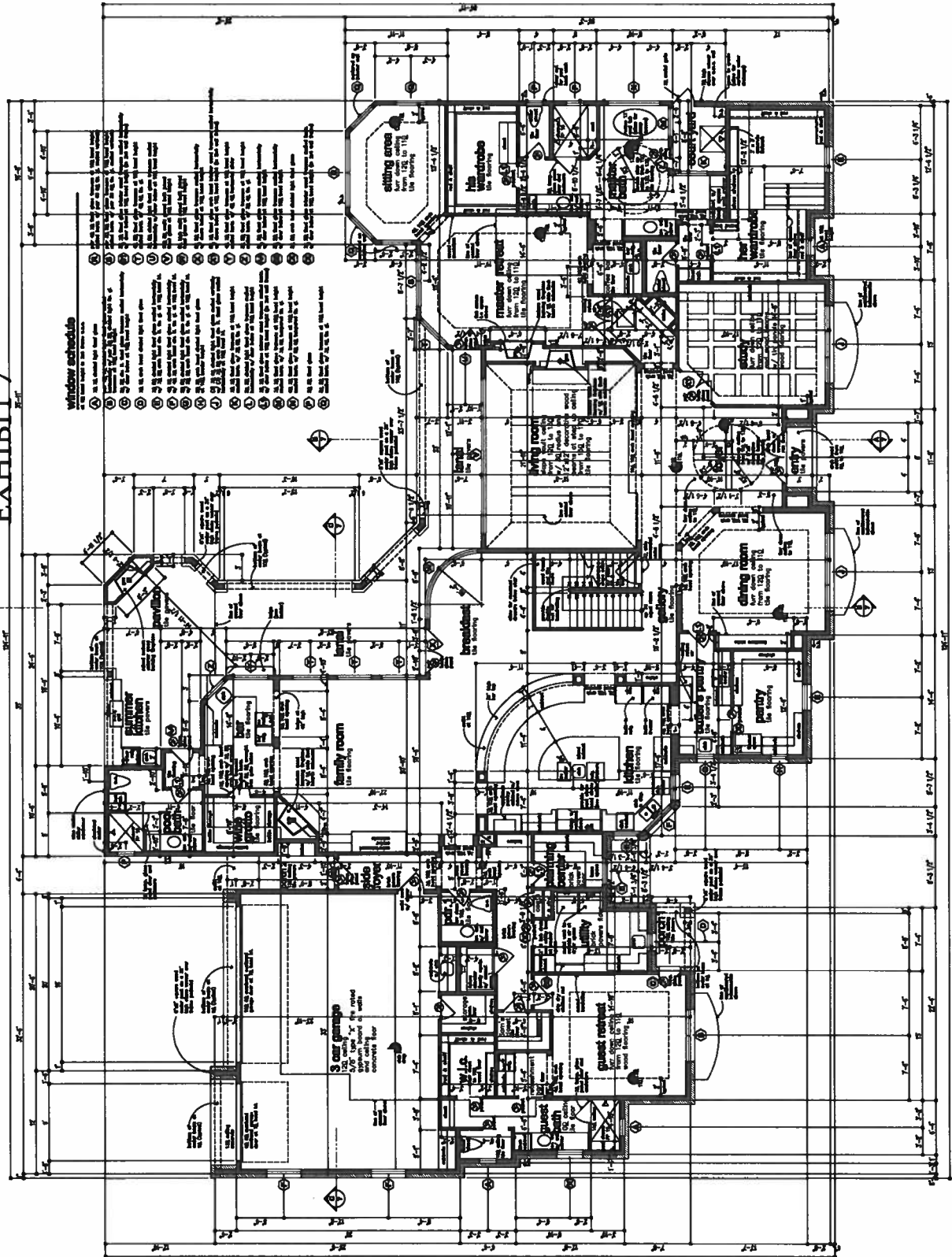
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LEGAL DESCRIPTION  
 Lot 17, north 80' of 18, of  
 Shalwood subdivision  
 Piney Point Village, TX.

SITE PLAN

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

# EXHIBIT 7



unless noted otherwise

Notes:

1. All window schedules are based on the window schedule table.
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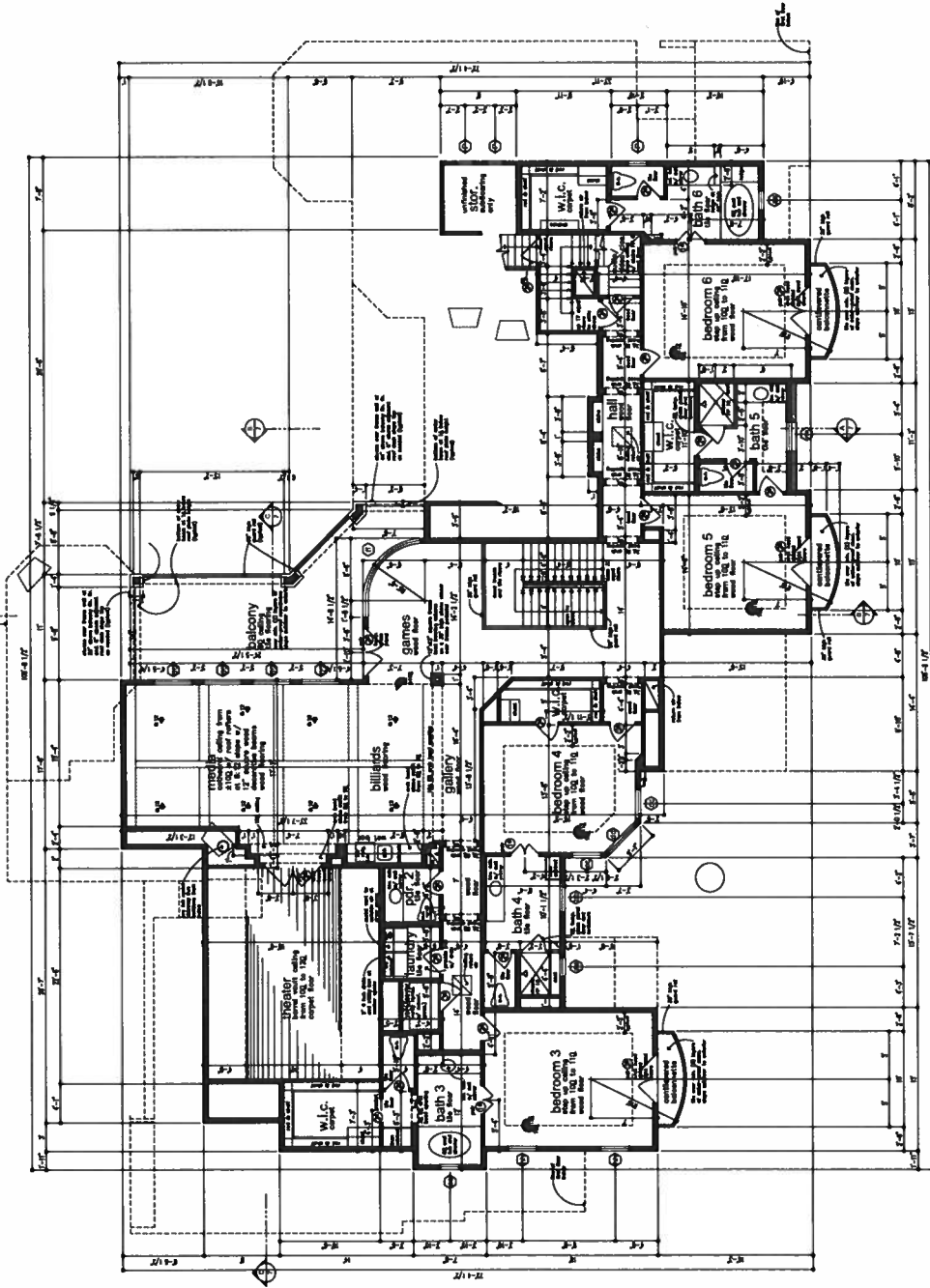
**Square Footage tabulation**

First floor	1371
Second floor	2222
<b>TOTAL LIVING AREA</b>	<b>3593</b>
entry	603
living, parlor, and summer kitchen	789
porch 1	33
porch 2	33
kitchen	332
breakfast room	78
utility	78
<b>TOTAL COVERED AREA</b>	<b>11346</b>

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

Architectural firm logo and contact information.

# EXHIBIT 7



**window schedule**  
 1. All windows are to be double hung  
 2. All windows are to be double hung  
 3. All windows are to be double hung  
 4. All windows are to be double hung  
 5. All windows are to be double hung  
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 10. All windows are to be double hung

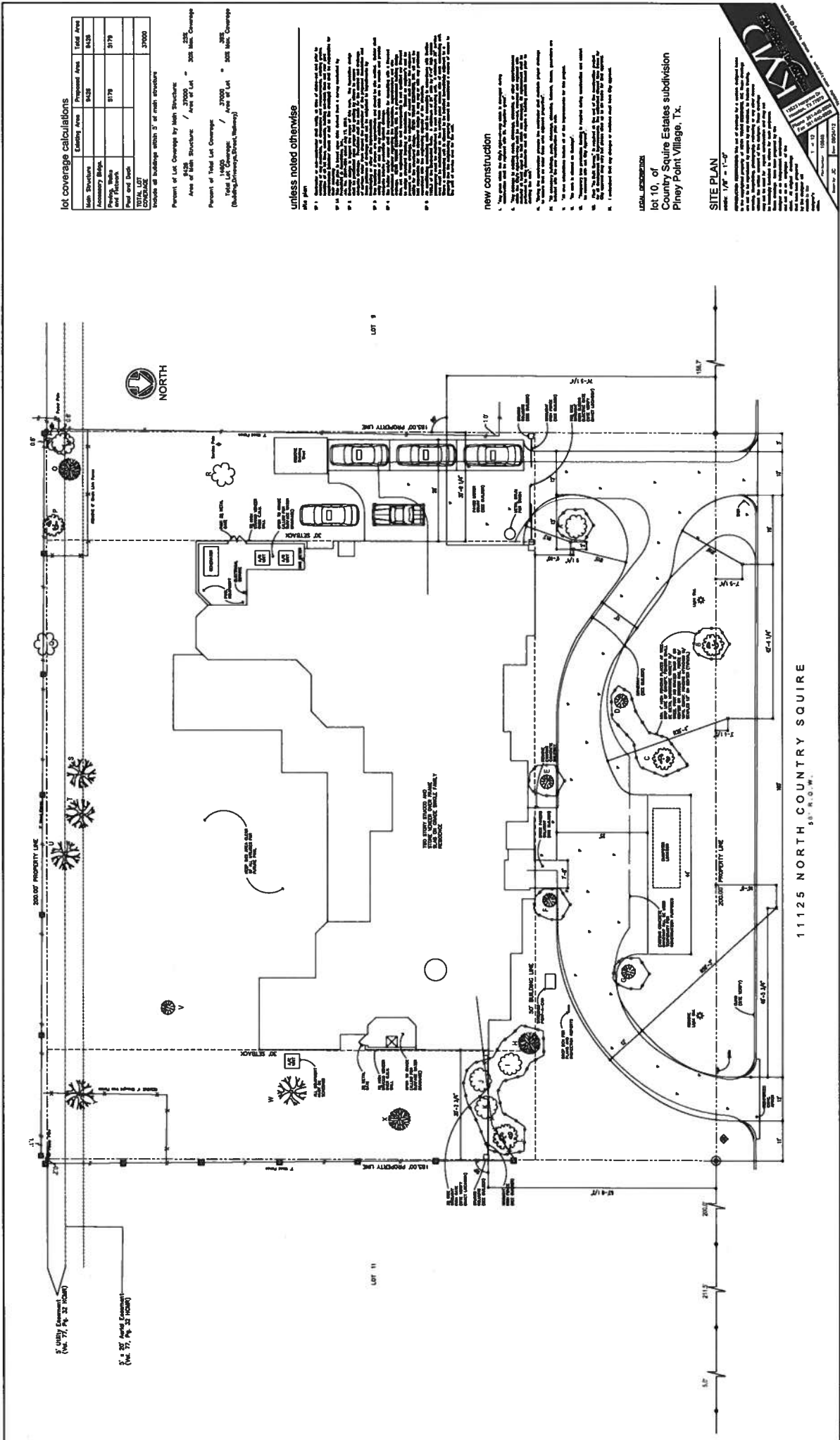
**unless noted otherwise**

**Notes:**  
 1. All dimensions are in feet and inches.  
 2. All windows are to be double hung.  
 3. All doors are to be solid core.  
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 18. All doors are to be solid core.  
 19. All doors are to be solid core.  
 20. All doors are to be solid core.

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

**TKM**  
 THE KIMBLE COMPANY  
 ARCHITECTS  
 1000 W. 10th Street  
 Oklahoma City, OK 73106  
 Phone: (405) 521-1111  
 Fax: (405) 521-1112  
 Email: tkm@tkm.com  
 Website: www.tkm.com

# EXHIBIT 8



lot coverage calculations

Existing Area	Proposed Area	Total Area
Main Structure	8428	8428
Accessory Bldg		
Permitted Signs	8179	8179
Pool and Deck		
<b>TOTAL LOT COVERAGE</b>		<b>17000</b>

Percent of Lot Coverage by Main Structure  
 Area of Main Structure / Area of Lot = 202 / 3000 = 6.7%  
 Percent of Total Lot Coverage  
 Total Lot Coverage / Area of Lot = 17000 / 3000 = 5.67%  
 (Building, Driveway, Street, Walkway)

**unless noted otherwise**

- 1. All structures shall be built in accordance with the City of Dallas Building Code, unless otherwise noted.
- 2. All structures shall be built on a minimum 10' wide lot.
- 3. All structures shall be built on a minimum 10' wide lot.
- 4. All structures shall be built on a minimum 10' wide lot.
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- 19. All structures shall be built on a minimum 10' wide lot.
- 20. All structures shall be built on a minimum 10' wide lot.

**new construction**

- 1. All structures shall be built in accordance with the City of Dallas Building Code, unless otherwise noted.
- 2. All structures shall be built on a minimum 10' wide lot.
- 3. All structures shall be built on a minimum 10' wide lot.
- 4. All structures shall be built on a minimum 10' wide lot.
- 5. All structures shall be built on a minimum 10' wide lot.
- 6. All structures shall be built on a minimum 10' wide lot.
- 7. All structures shall be built on a minimum 10' wide lot.
- 8. All structures shall be built on a minimum 10' wide lot.
- 9. All structures shall be built on a minimum 10' wide lot.
- 10. All structures shall be built on a minimum 10' wide lot.
- 11. All structures shall be built on a minimum 10' wide lot.
- 12. All structures shall be built on a minimum 10' wide lot.
- 13. All structures shall be built on a minimum 10' wide lot.
- 14. All structures shall be built on a minimum 10' wide lot.
- 15. All structures shall be built on a minimum 10' wide lot.
- 16. All structures shall be built on a minimum 10' wide lot.
- 17. All structures shall be built on a minimum 10' wide lot.
- 18. All structures shall be built on a minimum 10' wide lot.
- 19. All structures shall be built on a minimum 10' wide lot.
- 20. All structures shall be built on a minimum 10' wide lot.

**LEGAL DESCRIPTION**  
 Lot 10, of  
 Country Squire Estates subdivision  
 Piney Point Village, Tx.

**SITE PLAN**

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

11125 NORTH COUNTRY SQUIRE  
 S.I. R.O.M.

**KMI**  
 KMI CONSULTING, INC.  
 11125 NORTH COUNTRY SQUIRE  
 PINEY POINT VILLAGE, TEXAS 75159  
 PROJECT NO. 11125 NSCS  
 SHEET NO. SP-001  
 DATE: 11/11/11



# EXHIBIT 8

- Window schedule**
- ① 1/2" x 6" double hung wood frame
  - ② 1/2" x 6" double hung wood frame with storm window
  - ③ 1/2" x 6" double hung wood frame with storm window and screen
  - ④ 1/2" x 6" double hung wood frame with storm window and screen and drop-in blind
  - ⑤ 1/2" x 6" double hung wood frame with storm window and screen and drop-in blind and storm door
  - ⑥ 1/2" x 6" double hung wood frame with storm window and screen and drop-in blind and storm door and storm door
  - ⑦ 1/2" x 6" double hung wood frame with storm window and screen and drop-in blind and storm door and storm door and storm door
  - ⑧ 1/2" x 6" double hung wood frame with storm window and screen and drop-in blind and storm door and storm door and storm door and storm door
  - ⑨ 1/2" x 6" double hung wood frame with storm window and screen and drop-in blind and storm door and storm door and storm door and storm door and storm door
  - ⑩ 1/2" x 6" double hung wood frame with storm window and screen and drop-in blind and storm door and storm door and storm door and storm door and storm door and storm door

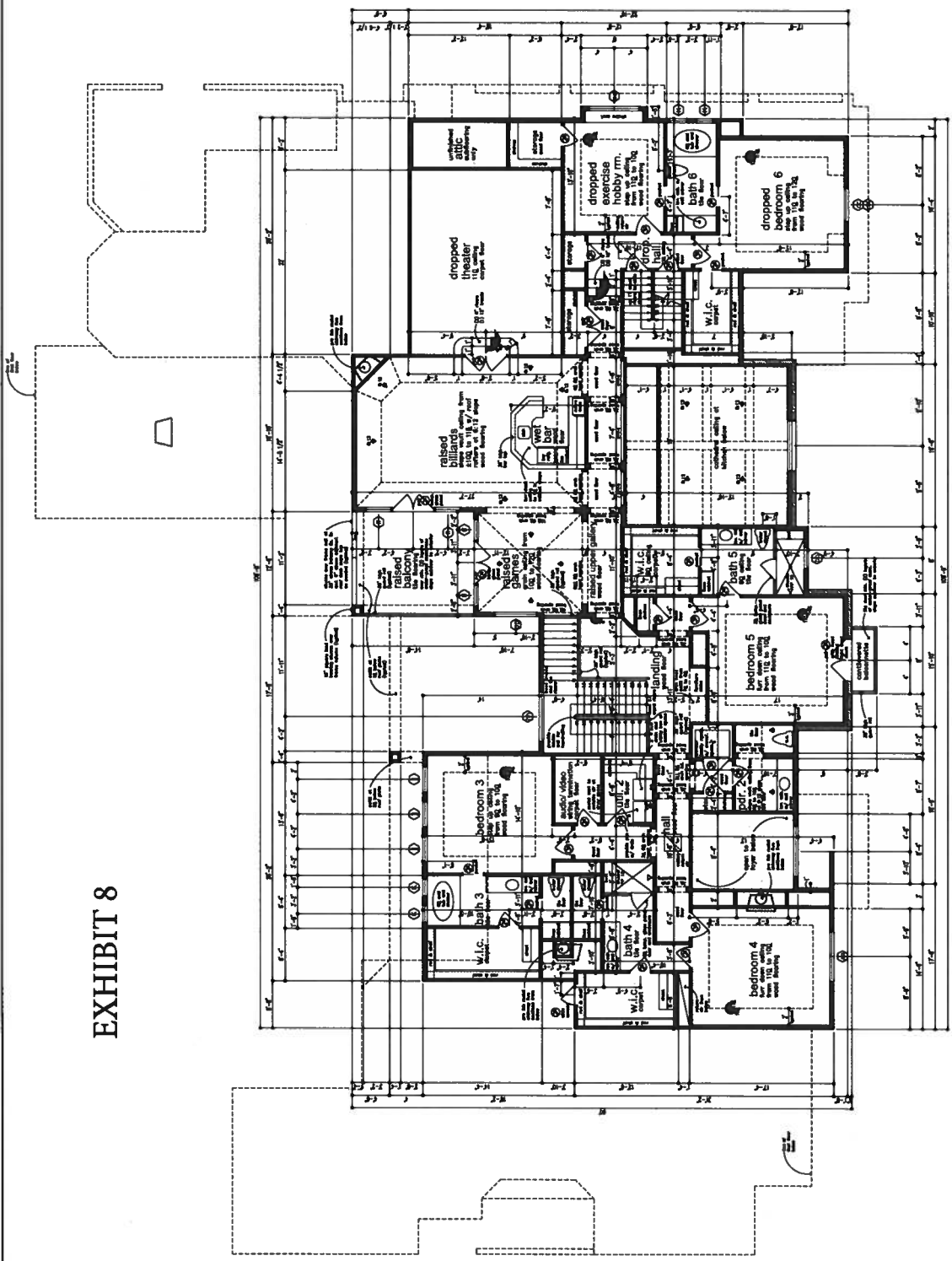
unless noted otherwise

**Notes:**

1. All window openings shall be finished with wood frame.
2. All window openings shall be finished with wood frame and storm window.
3. All window openings shall be finished with wood frame, storm window, and screen.
4. All window openings shall be finished with wood frame, storm window, screen, and drop-in blind.
5. All window openings shall be finished with wood frame, storm window, screen, drop-in blind, and storm door.
6. All window openings shall be finished with wood frame, storm window, screen, drop-in blind, storm door, and storm door.
7. All window openings shall be finished with wood frame, storm window, screen, drop-in blind, storm door, storm door, and storm door.
8. All window openings shall be finished with wood frame, storm window, screen, drop-in blind, storm door, storm door, storm door, and storm door.
9. All window openings shall be finished with wood frame, storm window, screen, drop-in blind, storm door, storm door, storm door, storm door, and storm door.
10. All window openings shall be finished with wood frame, storm window, screen, drop-in blind, storm door, storm door, storm door, storm door, storm door, and storm door.

## SECOND FLOOR PLAN

**KRM**  
 KRM ARCHITECTS  
 1000 15th St. N.E.  
 Atlanta, GA 30309  
 Phone: 404.525.1234  
 Fax: 404.525.1235  
 E-Mail: info@krm.com  
 Project No. 1000000000  
 Date: 10/1/00





# EXHIBIT 9

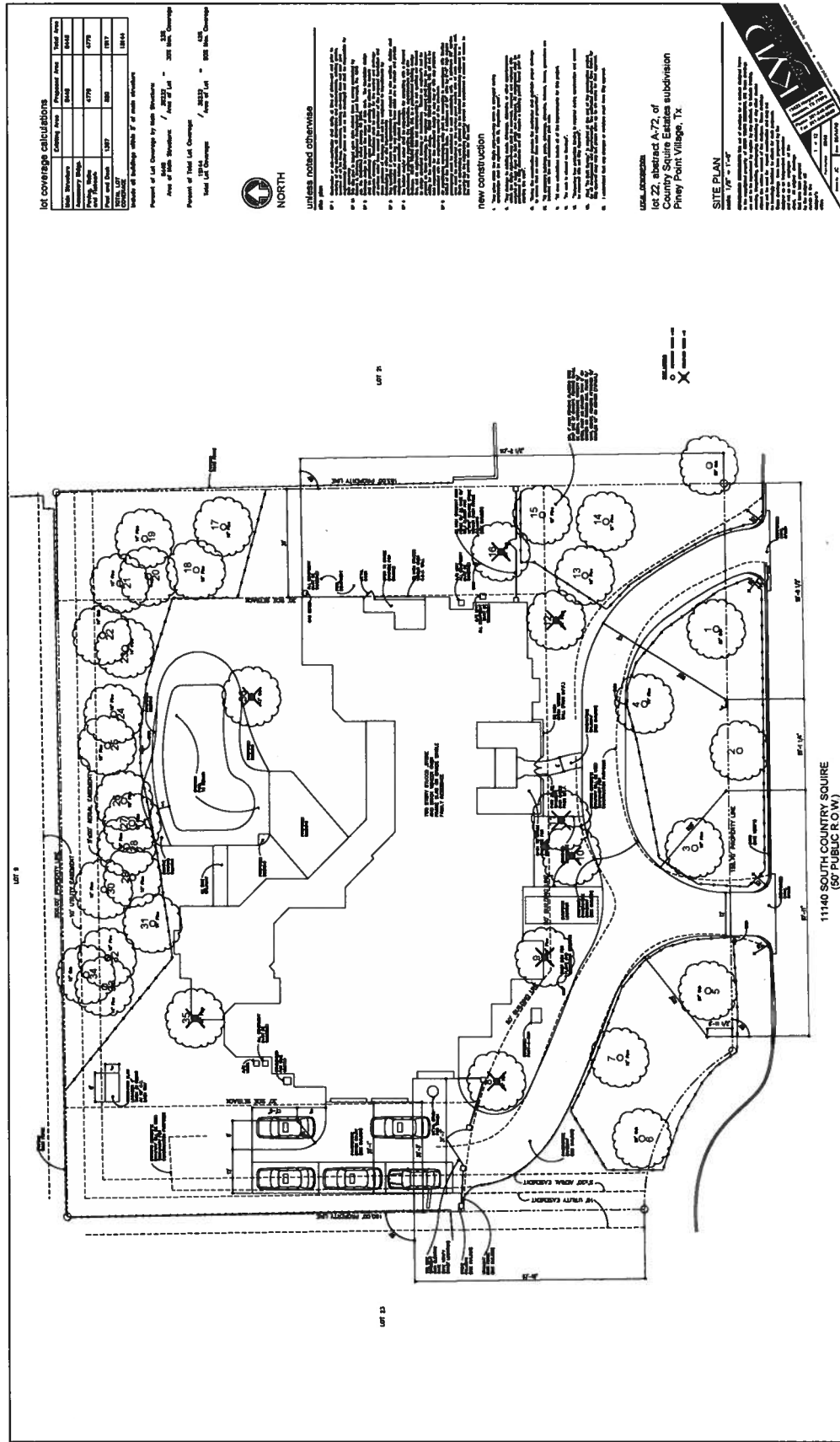
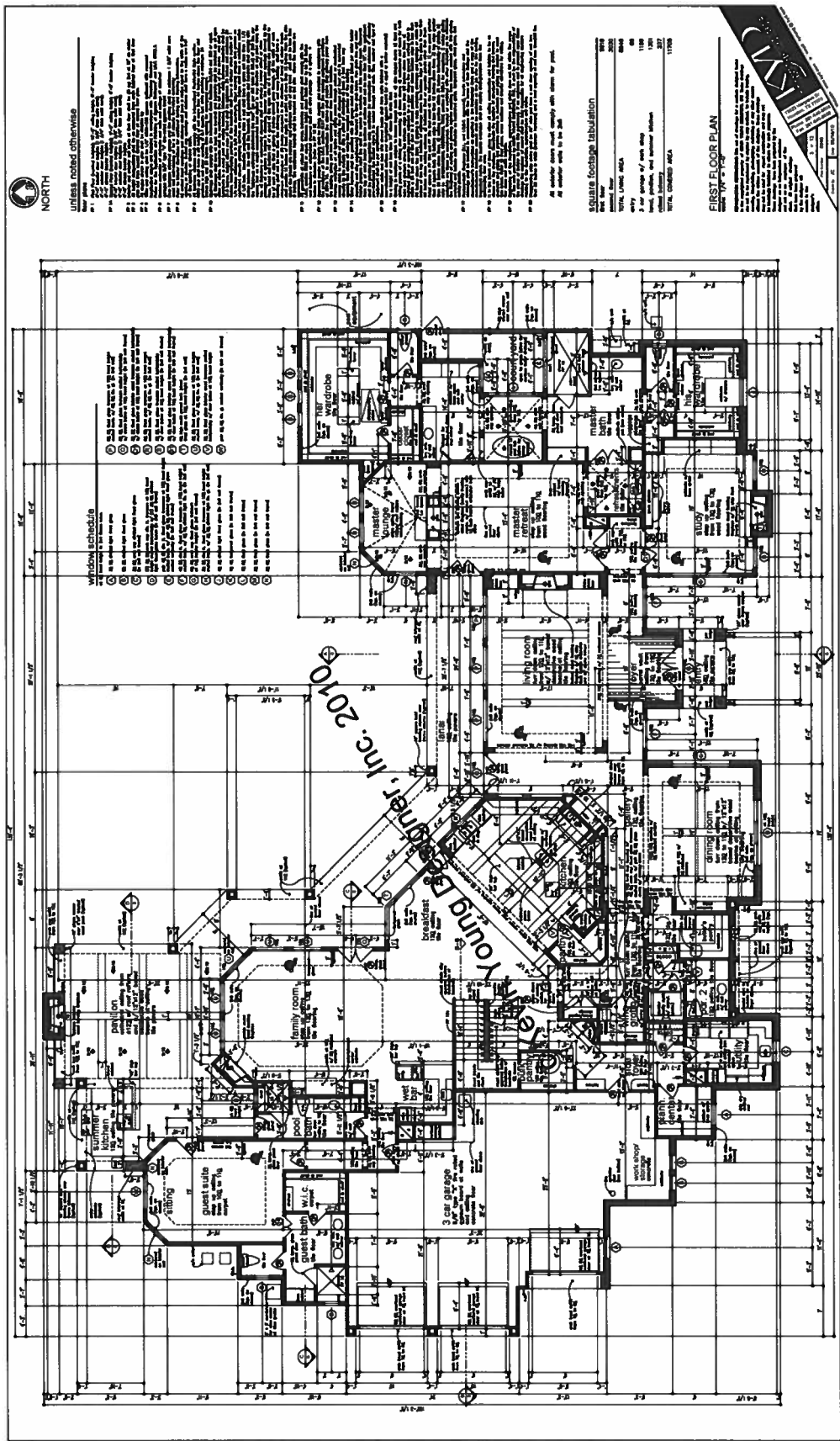


EXHIBIT 9



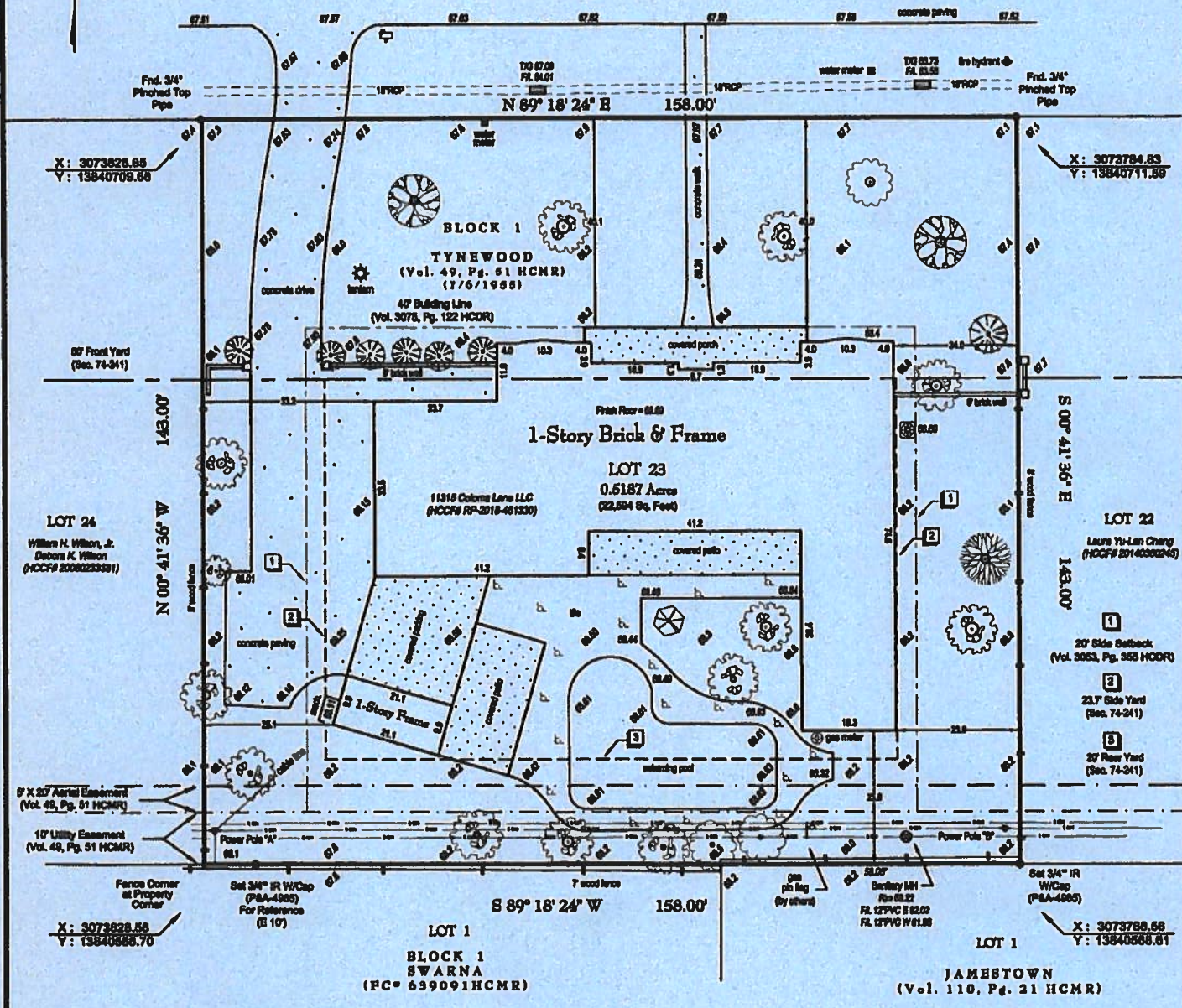


# EXHIBIT 10

JOHN D. TAYLOR SURVEY  
ABSTRACT 72  
HARRIS COUNTY, TX



COLOMA LANE  
60' R.O.W. (Vol. 49, Pg. 61 HCMR)



BEARINGS SHOWN ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF COLOMA LANE.  
Elevations based on City of Pines Point Village No. 5  
Elevation = 61.48 NAVD85 (2001 adjustment)

TEXAS STATE PLANE GRID COORDINATES SOUTH CENTRAL ZONE 4204 (NAD83) SHOWN ABOVE.  
Convergence: 1" 42' 24" Scale Factor: 0.999890802

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-2018-461330)  
LOT 23 BLOCK 1  
TYNEWOOD  
11315 COLOMA LANE  
PINEY POINT VILLAGE, TX 77024

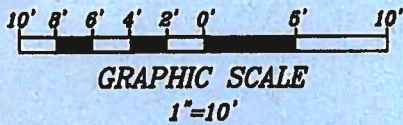
SCALE: 1" = 30'  
DATE: 6/17/2019  
REVISION:  
REVISION:

SKETCH NO.

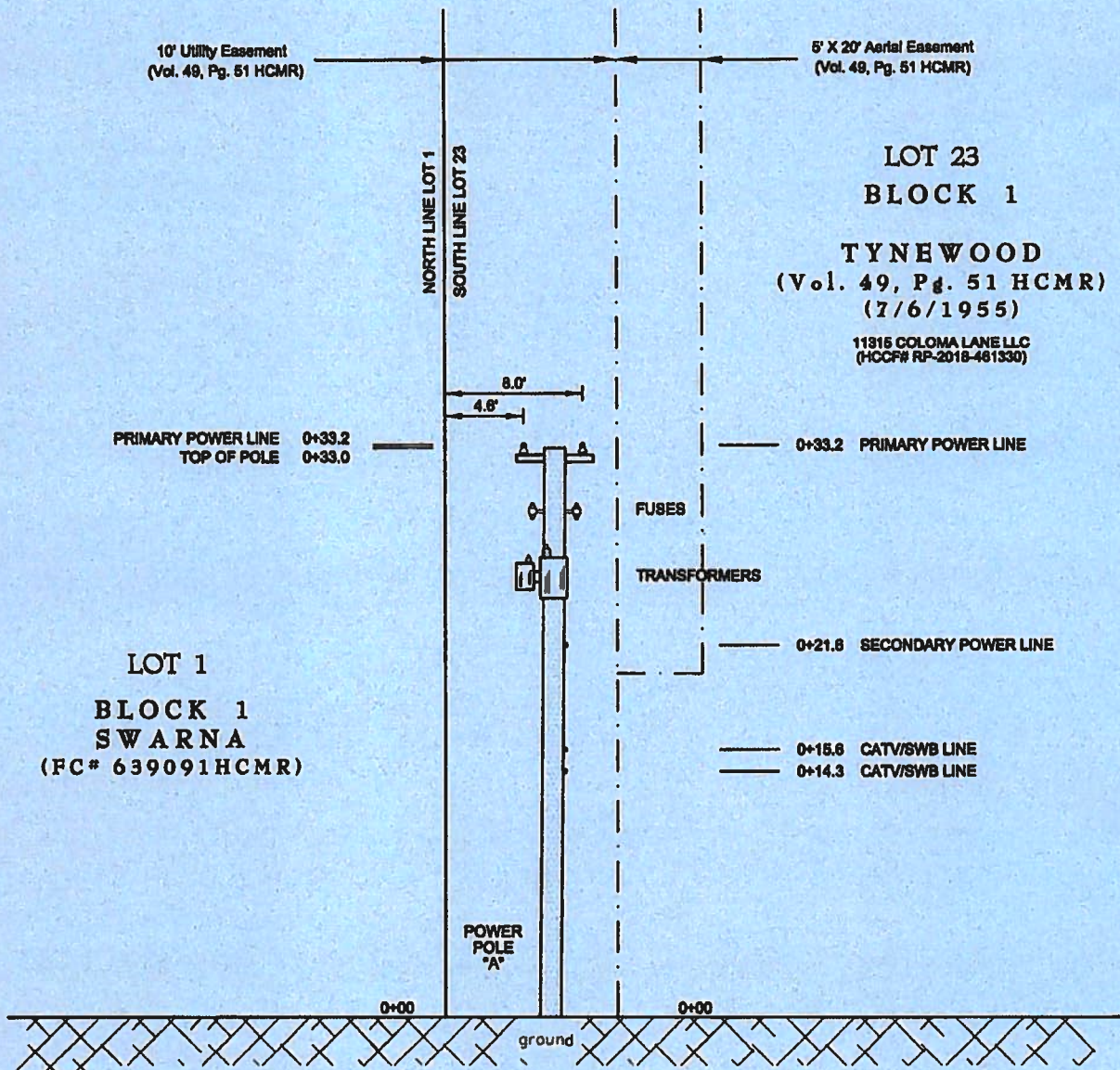
**MATHEW J. PROBSTFELD**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 4985  
515 PARK GROVE, SUITE 102 • KATY, TX 77450  
OFFICE 281.829.0034 • FAX 281.829.0233  
PROBSTFELD & ASSOCIATES, INC • FIRM #10068100

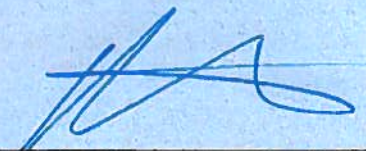


JOHN D. TAYLOR SURVEY  
 ABSTRACT 166  
 HARRIS COUNTY, TX



PROFILE VIEW  
 VIEW LOOKING WEST  
 POWER POLE "A"

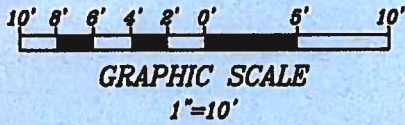


  
**MATHEW J. PROBSTFELD**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS NO. 4985  
 515 PARK GROVE, SUITE 102 • KATY, TX 77450  
 OFFICE 281.829.0034 • FAX 281.829.0233  
 PROBSTFELD & ASSOCIATES, INC • FIRM #10066100

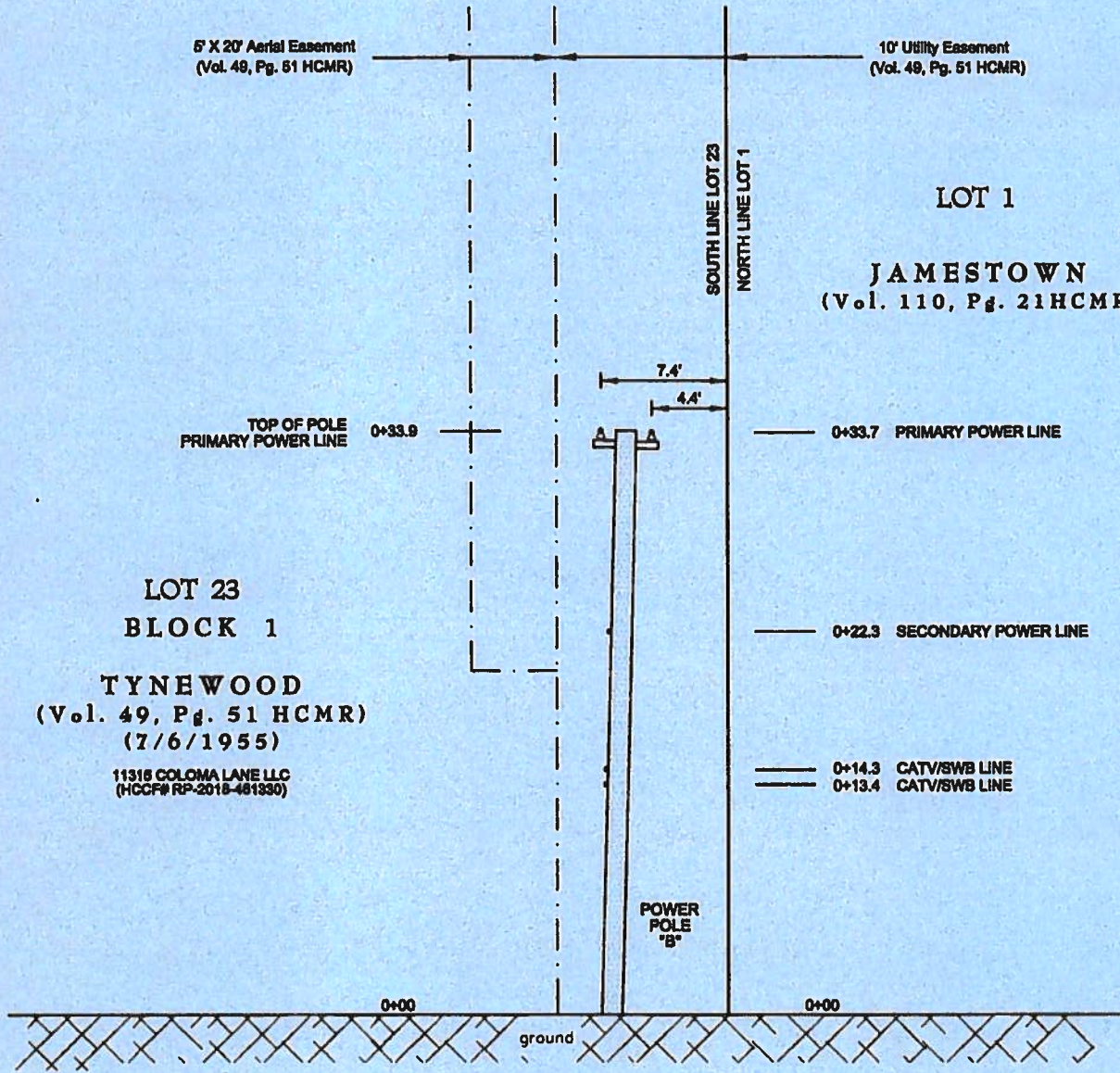


SHEET 2 OF 4	
PROFILE VIEW WEST - POWER POLE "A"	
NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.	
OWNER: 11315 COLOMA LANE LLC (HCCF# RP-2018-461330) LOT 23 BLOCK 1 TYNEWOOD 11315 COLOMA LANE PINEY POINT VILLAGE, TX. 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)

0+33.7 PRIMARY POWER LINE  
 0+22.3 SECONDARY POWER LINE  
 0+14.3 CATV/SWB LINE  
 0+13.4 CATV/SWB LINE

**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 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.

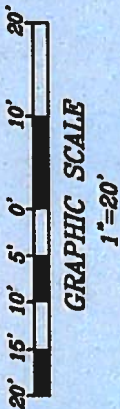
OWNER:  
 11316 COLOMA LANE LLC  
 (HCCF# RP-2018-481330)  
 LOT 23 BLOCK 1  
 TYNEWOOD  
 11316 COLOMA LANE  
 PINEY POINT VILLAGE, TX. 77024

SCALE: 1" = 10'  
 DATE: 5/17/2019  
 REVISION:  
 REVISION:

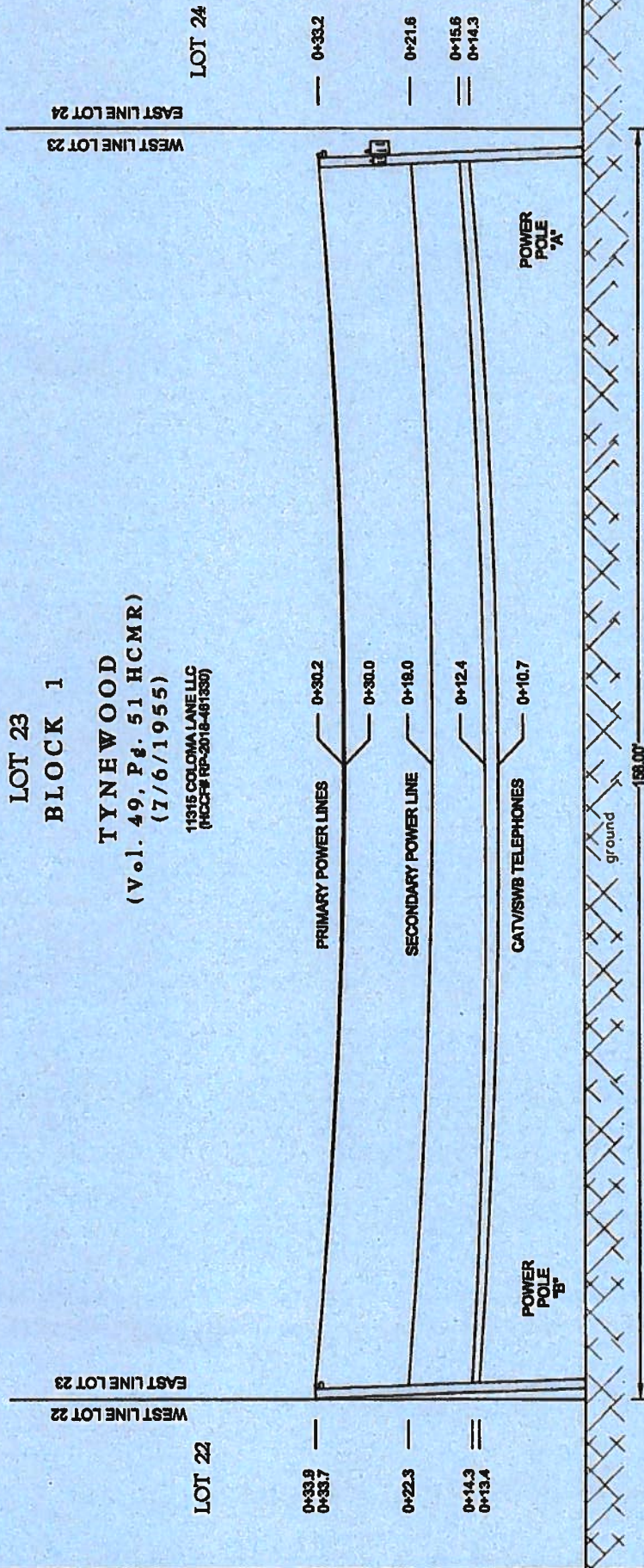
SKETCH NO.

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  
 (HCC# 99-2018-481330)



*(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 #10066100

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.

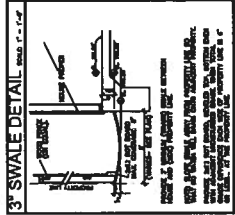
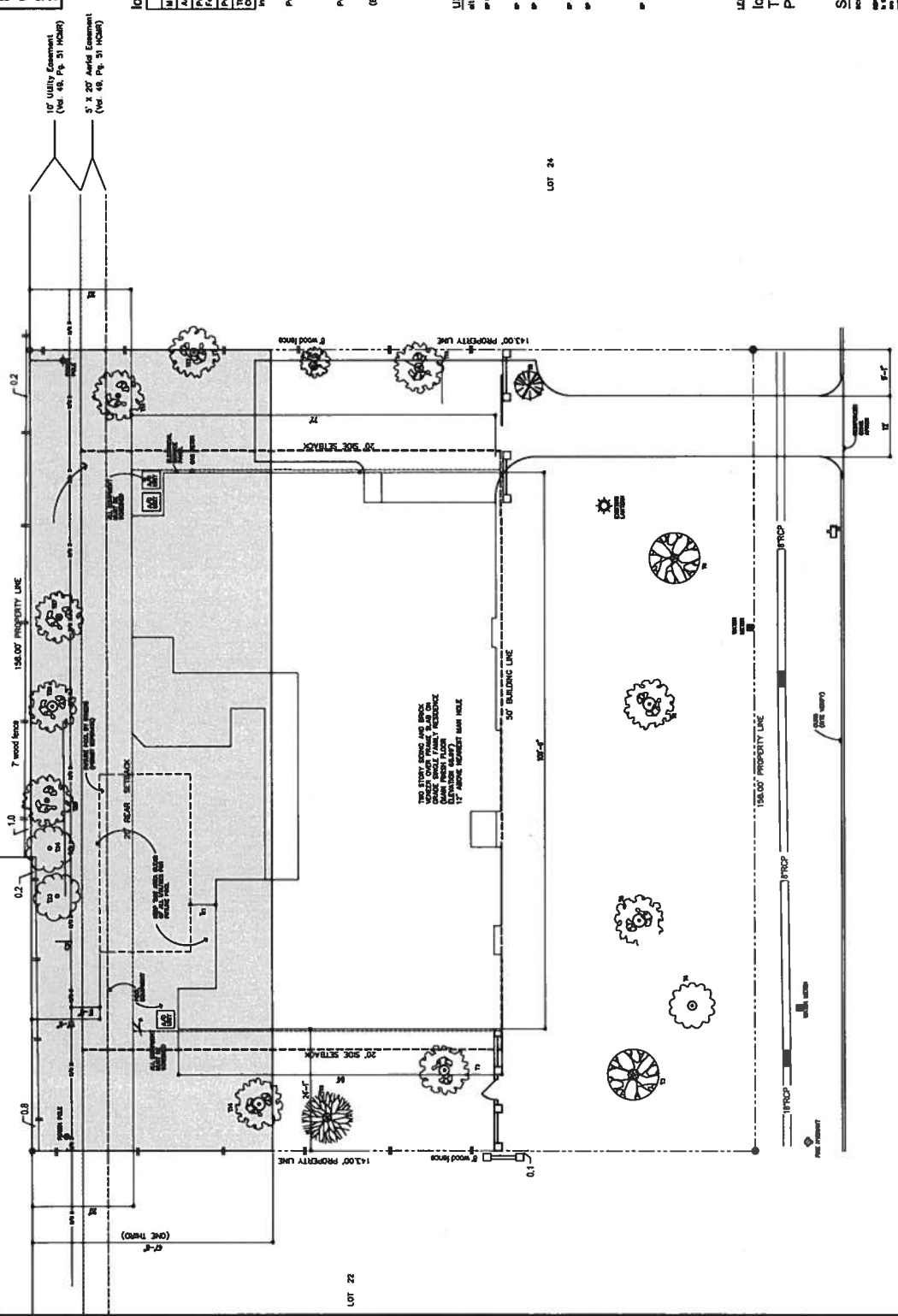
OWNER:  
 11315 COLOMA LANE LLC  
 (HCC# 99-2018-481330)  
 LOT 23 BLOCK 1  
 TYNEWOOD  
 11315 COLOMA LANE  
 PINEY POINT VILLAGE, TX. 77024

SCALE: 1" = 20'  
 DATE: 5/17/2018  
 REVISION:  
 REVISION:

SKETCH NO.



# EXHIBIT 11



### lot coverage calculations

Main Structure	Existing Area	Proposed Area	Total Area
Main Structure		6,793	6,793
Accessory Bldg.		4,040	4,040
Fence and A/C pads			
Pool and Deck			
<b>TOTAL LOT COVERAGE</b>			<b>22,894</b>

Percent of Lot Coverage by Main Structure  
 6,793 / 22,894 = 29.7%  
 Area of Main Structure = 30% Max. Coverage

Percent of Total Lot Coverage  
 11,833 / 22,894 = 51.7%  
 Total Lot Coverage = 50% Max. Coverage  
 (Building, Driveway, Street, Walkway)

### unless noted otherwise site plan

1. All structures shall be set back from the front and side lot lines by a minimum of 5 feet, and from the rear lot line by a minimum of 10 feet.
2. All structures shall be set back from the rear lot line by a minimum of 10 feet.
3. All structures shall be set back from the side lot lines by a minimum of 5 feet.
4. All structures shall be set back from the front lot line by a minimum of 10 feet.
5. All structures shall be set back from the rear lot line by a minimum of 10 feet.
6. All structures shall be set back from the side lot lines by a minimum of 5 feet.
7. All structures shall be set back from the front lot line by a minimum of 10 feet.
8. All structures shall be set back from the rear lot line by a minimum of 10 feet.
9. All structures shall be set back from the side lot lines by a minimum of 5 feet.
10. All structures shall be set back from the front lot line by a minimum of 10 feet.

### LEGAL DESCRIPTION

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

### SITE PLAN

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

11315 COLOMA LANE  
 90 R.O.W.

Created by CAD  
 Map not to scale



EXHIBIT  
12

Board of Adjustment of City of Piney Point Vill

005)

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**

↪ Variances and exceptions

**Zoning and Planning**

↪ Variances and exceptions

**Zoning and Planning**

↪ Variances 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,<sup>1</sup> 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,<sup>2</sup> 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.<sup>3</sup> 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. *Comm'rs 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. *Bat'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");<sup>4</sup> *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., *Battles*, 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

GREENBAY DRIVE

EXHIBIT 13

ACREAGE

HERMOSA COURT

COLOMA LANE

MONTERELLO COURT

ACREAGE

LACEWOOD LANE

ACREAGE TRACTS

COLONIAL OAKS

ACREAGE

TYNE COURT

TYNEWOOD DRIVE

SHADOWWOOD UNRECORDED SUBDIVISION

MEMORIAL

ROAD PINEY

POINT

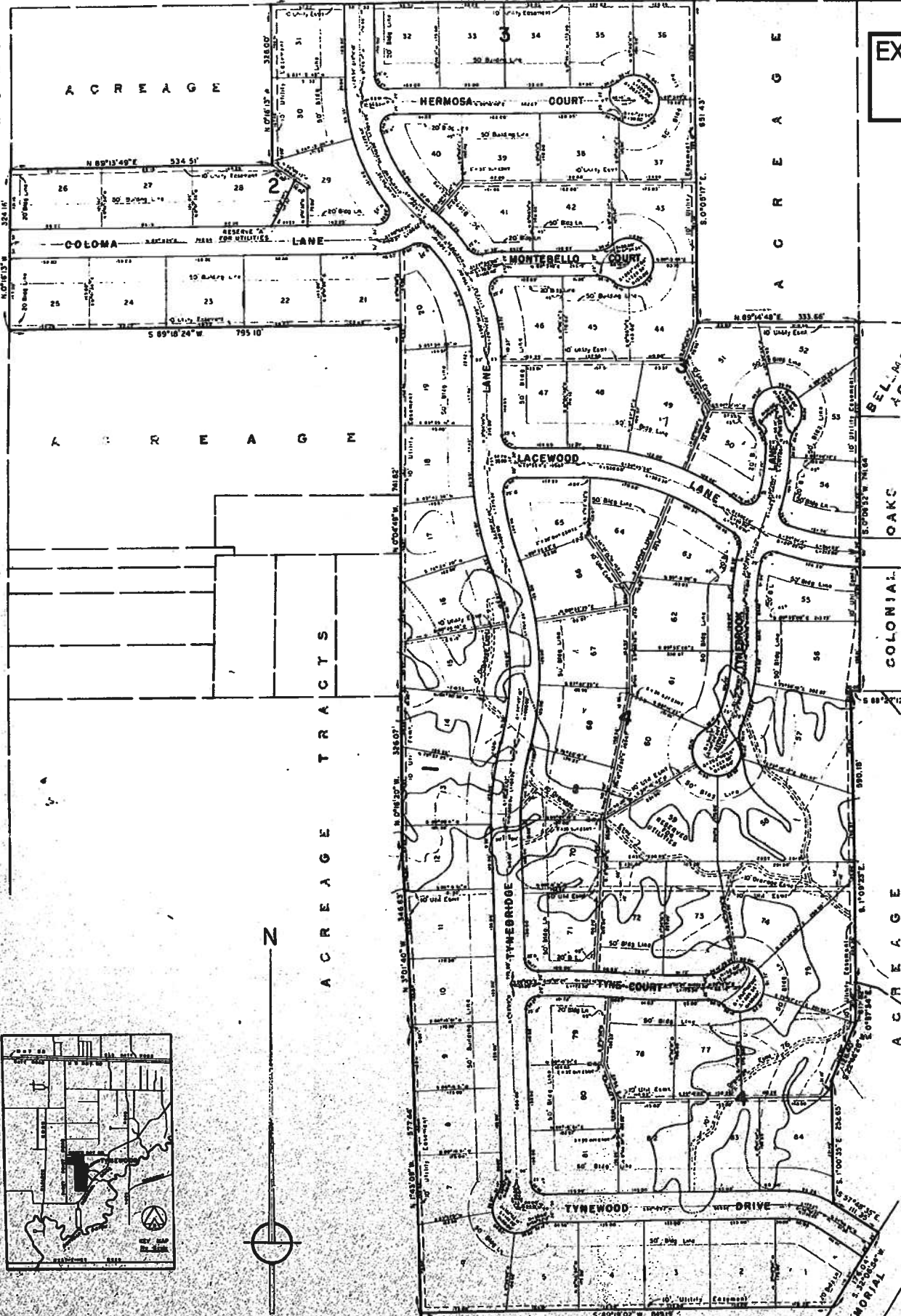
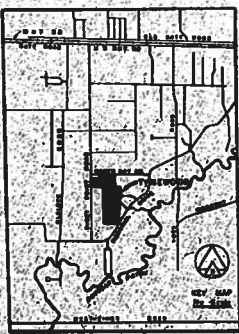




EXHIBIT 14

3015 / 132

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 Piney 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. 1451984, 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 14th 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 11, 1956 at 11:11 o'clock P.M.  
W. D. MILLER, Clerk County Court Harris County, Texas  
*Pauline McHugh* 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 at Cul 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~~ ~~and 77~~ in Block 4—changed to a 75 foot set back line from the center of the street.
6. Lots 46 and 47 <sup>45</sup> in Block 3—changed to a ~~50~~ foot set back line from front of lot on Tynewood 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 Tynewood 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

State of Texas-Harris County Record-3

EXHIBIT 16

THE STATE OF TEXAS | 1705548

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. Sinner 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 Hermosa 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.

Official Seal of Martin Burgess District Clerk

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. Sinner  
R. W. SINNER

ATTEST:

TYNEWOOD, INC.

Roy E. Harris

By: Roy E. Harris  
President

THE BOARD OF ADJUSTMENT  
OF PINEY POINT VILLAGE, TEXAS

John C. Taylor

By: John C. Taylor  
Chairman

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

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

Blair Harris Jr.  
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 act and deed of said corporation.

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

Guidine C. Sinner  
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. Taylor, 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 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 12th day of April, 1957.

Marien Phillips  
Notary Public in and for Harris County, TEXAS  
MARIEN 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 3:20 o'clock P.M.

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

By: John R. Daniel Deputy

Unofficial Copy Office of County 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



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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 right-of-way, as shown on the aforesaid map of TYNEWOOD, 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 TYNEWOOD.
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 TYNEWOOD 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

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Stan Stanart, County Clerk  
Harris County, Texas

*Isabel C. Garcia*  
Isabel C. Garcia

Deputy



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 ELIAS 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, 1969, 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

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Harris County, Texas

*Isabel C. Garcia*  
Isabel C. Garcia

Deputy



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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 mosquitos 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.

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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  
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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 TYNWOOD.

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 TYNWOOD 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 TYNWOOD. A true copy of all such plans and specifications and details shall be lodged permanently with the TYNWOOD COMMITTEE and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications, PROVIDED, HOWEVER, that the TYNWOOD 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

-5-

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Harris County, Texas

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Isabel C. Garcia

Deputy





shall be deemed to apply to such resultant homesite as if it were one original lot, however, the TYNEWOOD 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 TYNEWOOD may face or open toward any street on which such lot or building site abuts except with the written consent of the TYNEWOOD COMMITTEE.

(c) No fence, wall, hedge or gas meter shall be placed on any lot in TYNEWOOD 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 TYNEWOOD COMMITTEE.

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

3. MINIMUM COST OF IMPROVEMENTS: Any residence constructed in TYNEWOOD 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 TYNEWOOD may consolidate such lots or portions thereof into building sites, with the privilege of erecting 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 TYNEWOOD 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

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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



servants.

6. Until Grantors have sold all of the lots in TYNWOOD, 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 <sup>18</sup> ~~three (3)~~ 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 TYNWOOD 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 TYNWOOD 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 TYNWOOD COMMITTEE.

11. Each owner of a lot in TYNWOOD 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 woods 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 TYNWOOD should in the opinion of the TYNWOOD COMMITTEE, fail to maintain his lot in a neat and attractive manner, said

-7-

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



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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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Stan Stanart, County Clerk  
Harris County, Texas

*Isabel C. Garcia*  
Isabel C. Garcia Deputy



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 so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their 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 of 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. Slamer  
ROY E. HARRIS                      R. W. SLAMER

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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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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. Stinner, Trustee  
F. A. STINNER, Trustee

F & C ENGINEERING CO.

W. L. ...  
President

[Signature]  
Secretary

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. STINNER, 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 2nd day of December, 1955.

[Signature]  
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 F. A. STINNER, 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.

[Signature]  
Notary Public in and for Harris County, TEXAS

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

[Signature]  
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. C. 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, 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 O. A. Chambers President of F & O 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 December, 1955.



A. Lee Rollman  
Notary Public in and for Harris County, TEXAS

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 Jama M. Mason Deputy

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



# 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.



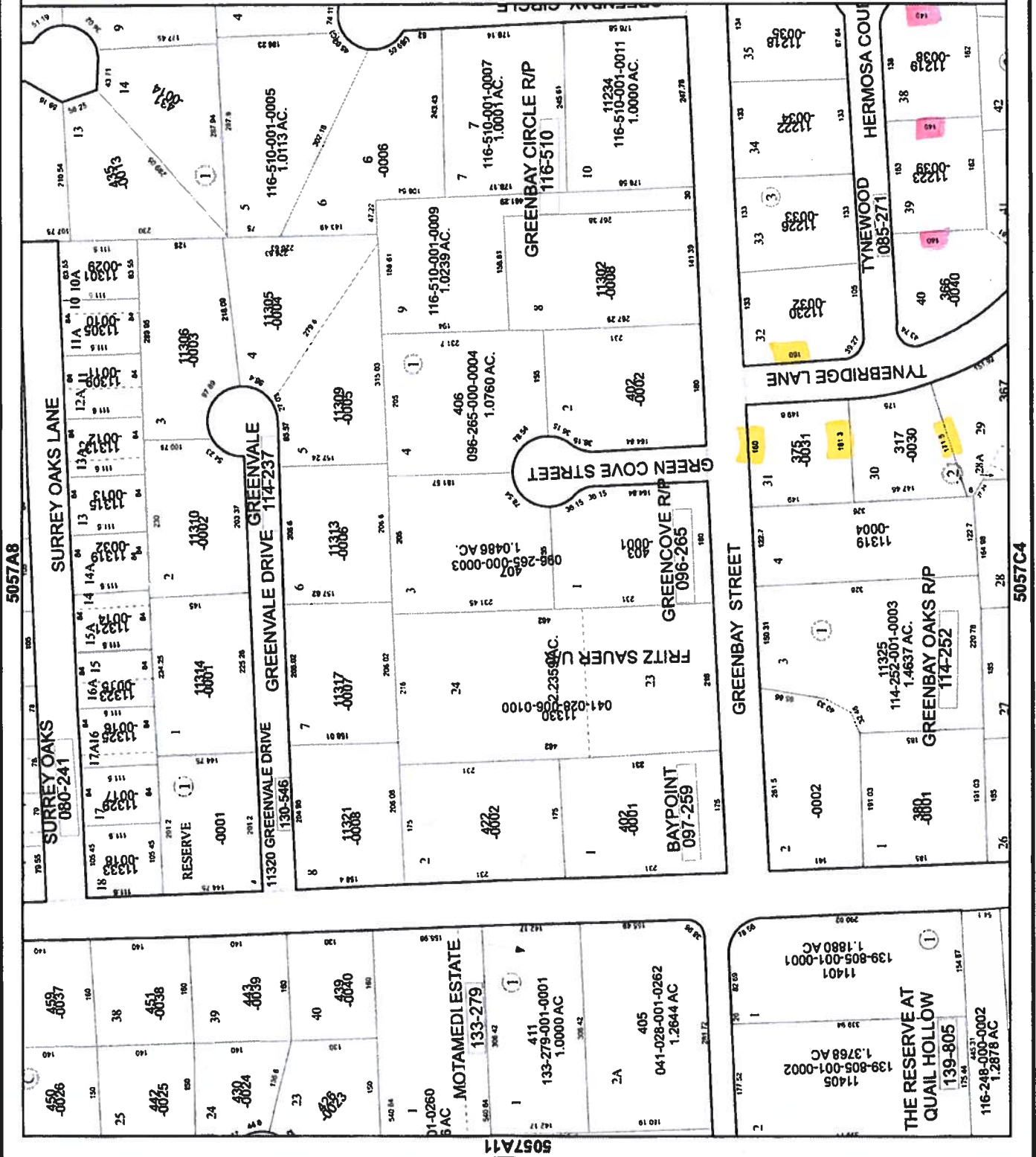
MAP LOCATION



## FACET 5057A

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

5057B9



5057A8

5057C4

5057A11

# Harris County Appraisal District



0 50 100 200 Feet

PUBLICATION DATE:  
12/28/2018

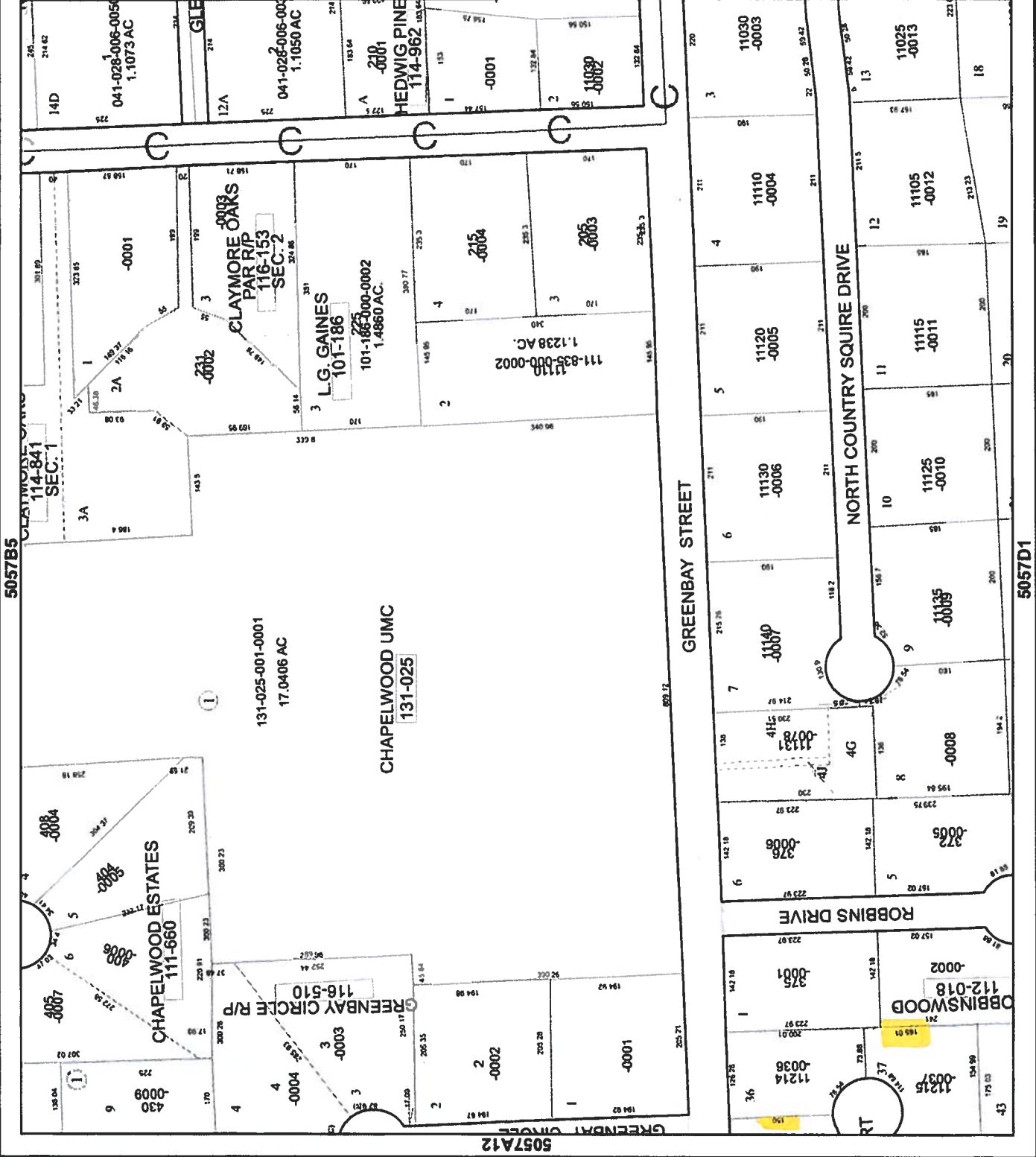
Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property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

MAP LOCATION



## FACET 5057B

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





# 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

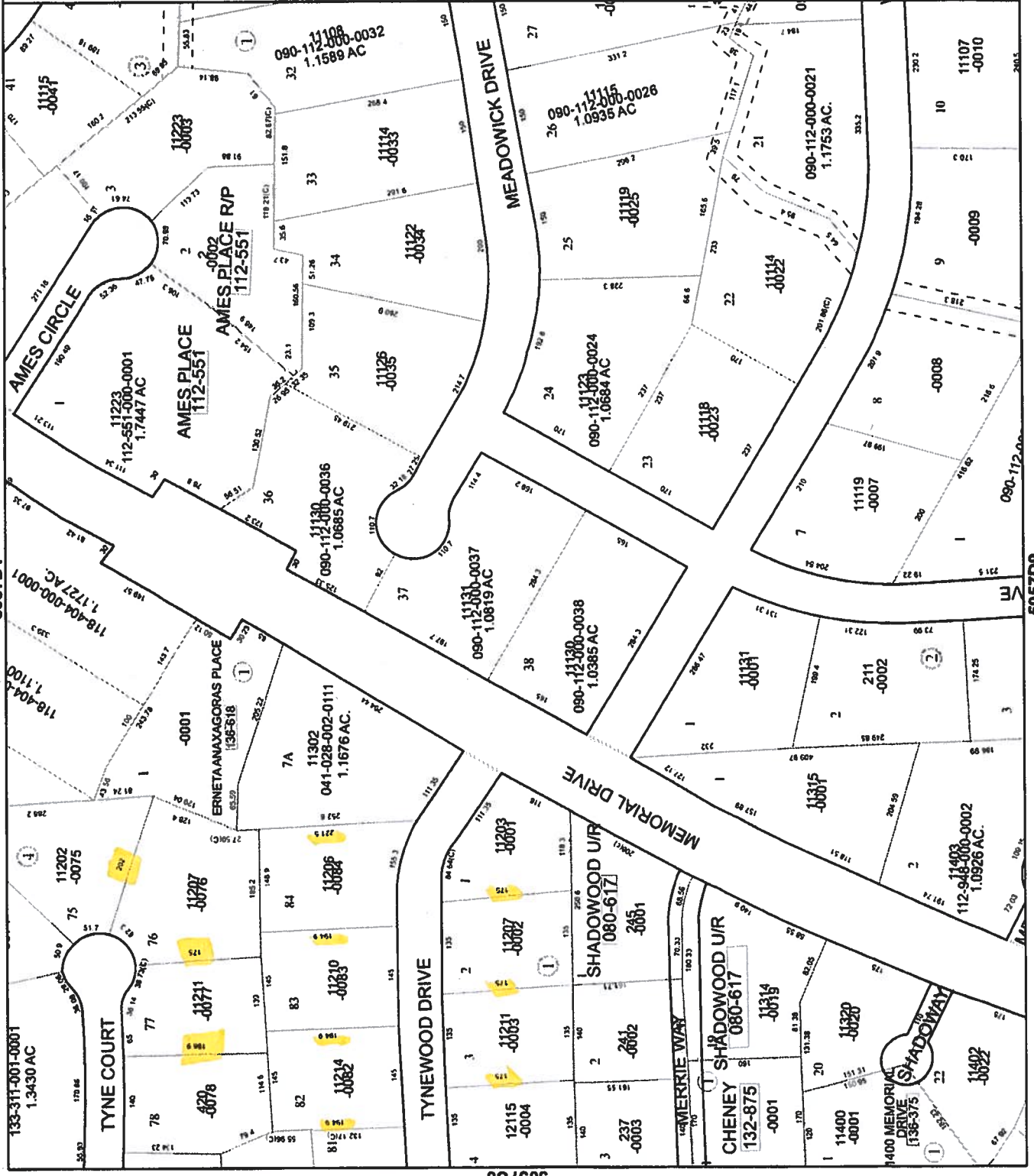


## FACET 5057D

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

5057D6

5057C8



# 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

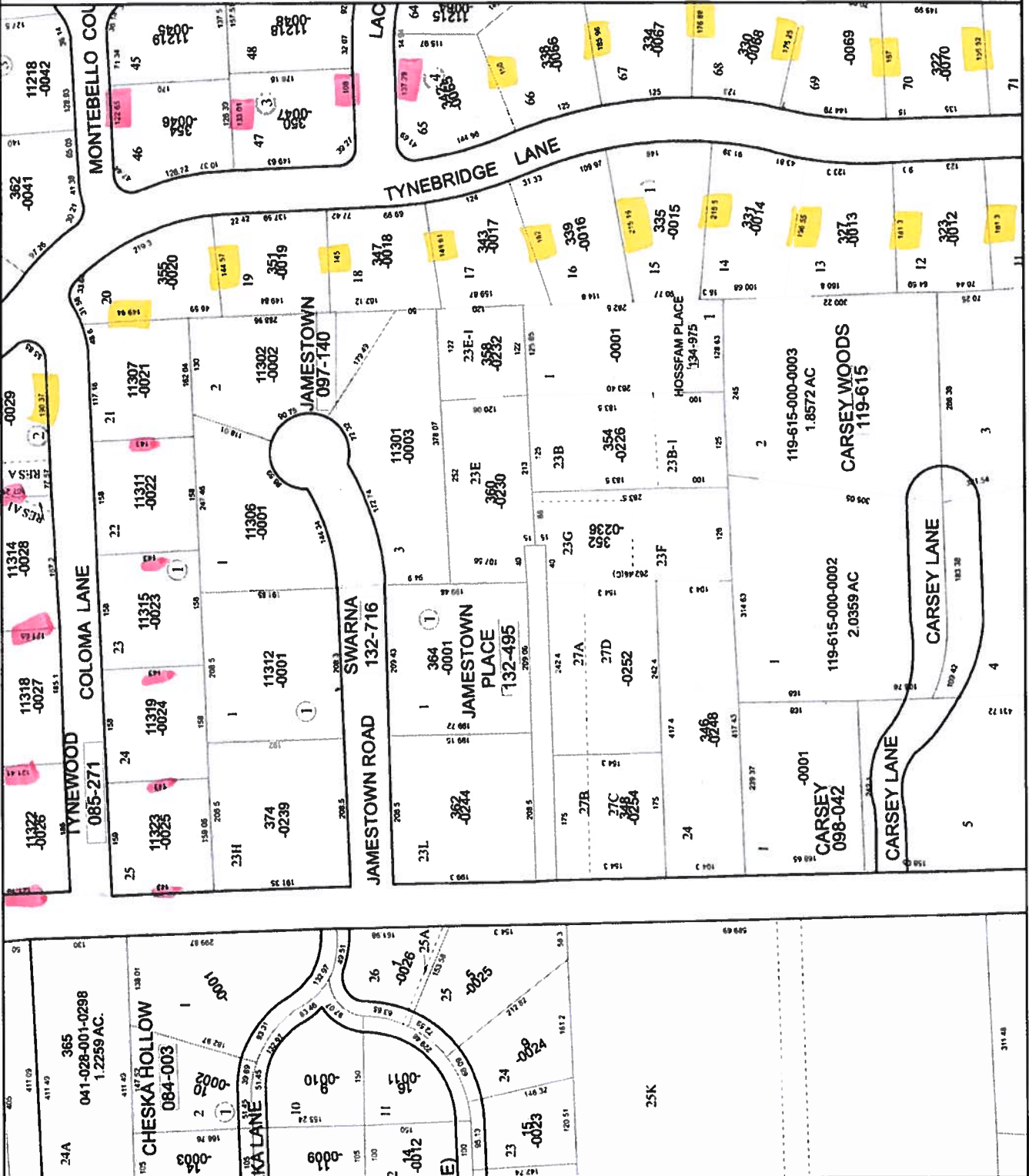


## FACET 5057C

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

5057D1

5057C3



# Harris County Appraisal District



0 50 100 200 Feet

PUBLICATION DATE:  
2/14/2019

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

MAP LOCATION

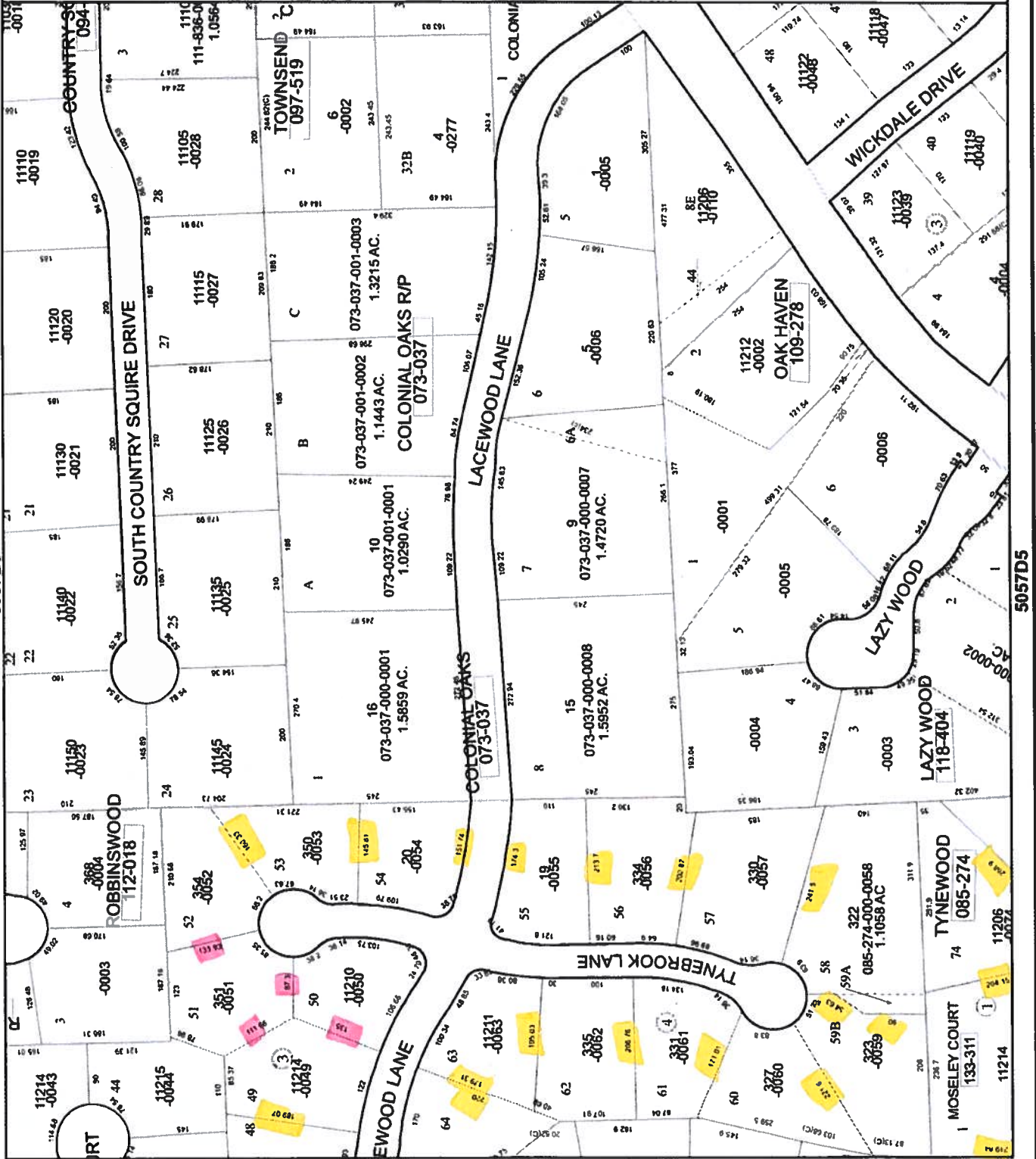


## FACET 5057D

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

5057D2

5057C4





**ATTACHMENT 1**

**LIST OF HOMEOWNERS NOTIFIED**

**11315 COLOMA LANE - PINEY POINT VILLAGE**

HC-D ID	Owner Name 1	Owner Name 1	Owner Name 1	City	State	Owner ZIP	Legal Desc. 1	Legal Desc. 2	Property Address Number	Property Address Street	Property Address Suffix	Property Address ZIP
1	852710000022	CHANG LAURA Y	11311 COLOMA LN	HOUSTON	TX	77024-7400	LT 22 BLK 1	TNEWOOD	11311	COLOMA	LANE	77024
2	852710000021	WALSH JOSEPH III & AMY	11307 COLOMA LN	HOUSTON	TX	77024-7400	LT 21 BLK 1	TNEWOOD	11307	COLOMA	LANE	77024
3	971470000002	11302 JAMESTOWN LLC	950 ECHO LN STE 100	HOUSTON	TX	77024-2768	LT 2	JAMESTOWN	11302	JAMESTOWN	ROAD	77024
4	971470000003	DOHERTY JOHN PATRICK & SUSAN	11301 JAMESTOWN RD	HOUSTON	TX	77024-7411	LT 3	JAMESTOWN	11301	JAMESTOWN	ROAD	77024
5	971470000001	JACOBS LOUIS M JR	11306 JAMESTOWN RD	HOUSTON	TX	77024-7411	LT 1	JAMESTOWN	11306	JAMESTOWN	ROAD	77024
6	152716001001	CHINTAGUMPALA MURALI M	11312 JAMESTOWN RD	HOUSTON	TX	77024-7411	LT 1 BLK 1	SWARNA	11312	JAMESTOWN	ROAD	77024
7	410260502029	DICECCO JOSEPH	1900 WEST LOOP S STE 1000	HOUSTON	TX	77027-3264	TR 23H	ABST 72 JD TAYLOR	11318	JAMESTOWN	ROAD	77024
8	852710000025	SHAMEEN CHRISTINE & ELIAS	11323 COLOMA LN	HOUSTON	TX	77024-7400	LT 25 BLK 1	TNEWOOD	11323	COLOMA	LANE	77024
9	852710000024	WILSON WILLIAM H JR & DEBORA	11319 COLOMA LN	HOUSTON	TX	77024-7400	LT 24 BLK 1	TNEWOOD	11319	COLOMA	LANE	77024
10	852720000026	VICKERY CONSTANCE GILLER MARK WARREN	11322 COLOMA LN	HOUSTON	TX	77024-7408	LT 24 BLK 2	TNEWOOD	11322	COLOMA	LANE	77024
11	852720000027	GILLER STEPHEN EDWARD % MARK W & STEPHEN E GILLER 2008 TRUSTS	1001 FANNIN ST STE 700	HOUSTON	TX	77002-6777	LT 27 BLK 2	TNEWOOD	11318	COLOMA	LANE	77024
12	852720000028	HUNTER ROBERT C & AMANDA K	11314 COLOMA LN	HOUSTON	TX	77024-7408	LT 28 & RES A1 BLK 2	TNEWOOD	11314	COLOMA	LANE	77024
13	852720000029	BALDWIN KENNETH W MARTIN MELISSA M	367 TYNEBRIDGE LN	HOUSTON	TX	77024-7427	LT 29 & TR 28A & RES A BLK 2	TNEWOOD	367	TYNEBRIDGE	LANE	77024
14	852720000030	SSBV REAL ESTATE LLC	43 ABERDEEN CROSSING PL	SPRING	TX	77381-5174	LT 30 BLK 2	TNEWOOD	371	TYNEBRIDGE	LANE	77024
15	1142520010004	GREENWOOD TOD M & AMY D	11319 GREENBAY ST	HOUSTON	TX	77024-6732	LT 4 BLK 1	GREENBAY OAKS R/P	11319	GREENBAY	STREET	77024
16	1142520010003	DAWSON DOUGLAS A	11325 GREENBAY ST	HOUSTON	TX	77024-6732	LT 3 BLK 1	GREENBAY OAKS R/P	11325	GREENBAY	STREET	77024
17	1142520010001	OLIVAREZ ANGELA LEFEN OLIVIER	380 PINEY POINT RD	HOUSTON	TX	77024-7356	LT 1 BLK 1	GREENBAY OAKS R/P	380	PINEY POINT	ROAD	77024
18	971470000002	11302 JAMESTOWN LLC	11302 COLOMA LN	HOUSTON	TX	77024-7411	LT 2	JAMESTOWN	11302	COLOMA	LANE	77024
19	410260502029	DICECCO JOSEPH GILLER MARK WARREN GILLER STEPHEN EDWARD % MARK W & STEPHEN E GILLER 2008 TRUSTS	11318 JAMESTOWN RD	HOUSTON	TX	77024-7411	TR 23H	ABST 72 JD TAYLOR	11318	JAMESTOWN	ROAD	77024
20	8527200000027	% MARK W & STEPHEN E GILLER 2008 TRUSTS	11318 COLOMA LN	HOUSTON	TX	77024-7400	LT 27 BLK 2	TNEWOOD	11318	COLOMA	LANE	77024
21	8527200000030	SSBV REAL ESTATE LLC	371 TYNEBRIDGE LN	HOUSTON	TX	77024-7427	LT 30 BLK 2	TNEWOOD	371	TYNEBRIDGE	LANE	77024

ATTACHMENT 2

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 13<sup>th</sup>~~ <sup>July 11<sup>th</sup></sup> 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