

Memo

To: Zoning Board of Adjustments Members

From: Brian Rouane, CFM, Chief Building Official
Becky Summers, Development Coordinator

Date: May 7, 2018

Subject: 505 Brandywyne Drive

Request 1: The applicant is requesting a variance from Appendix C, Zoning Ordinance Section 7.A.1. and Section 7.Q.2 Regulation Matrix – Residential Districts to allow a carport to encroach 9 feet into the 25-foot front yard.

Appendix C, Zoning Ordinance

Section 11.B. Variance; conditions governing applications; authority and limitations. To authorize upon appeal in specific cases, such variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship, and so that the spirit of the ordinance shall be observed and substantial justice done.

Request 2: The applicant is requesting a permanent de minimus special exception from Appendix C, Zoning Ordinance Section 7.A.1. and Section 7.Q.2 Regulation Matrix – Residential Districts to allow the carport to remain. The posts of the structure encroach the required 25-foot front building line by 9-feet being a 36% encroachment.

Appendix C, Zoning Ordinance

Section 11.C.

2. *Permanent Special Exceptions b. De Minimus exception.* The board may grant a special exception for very small exceptions to the zoning ordinance, where the spirit of the Code is met and there is an overriding benefit to the applicant with no detriment to the surrounding neighbors or the city. (An example would be where a 9.5-foot setback for building would be allowed where a ten-foot setback is required, to allow the property owner to save an oak tree.)
4. *Requirements.* Temporary or permanent special exceptions may be granted only after the following items have been addressed:
 - a. The city's building official has denied the applicant a permit or permits based on noncompliance with the city's zoning ordinance; and

- b. The applicant has made a written request for a special exception in accordance with V.T.C.A., Local Government Code § 211.010, and appendix C, subsection 10.(B) of the Code of Ordinances; and
 - c. The applicant's request is based on ambiguous definitions or terms, medical reasons or necessity or ADA compliance, or other special De Minimus circumstances, and that there are demonstrated significant economic reasons why action cannot be taken by the applicant to achieve compliance with the city's zoning ordinance; and
 - d. There has been notice and a public hearing as required appendix C, subsection 10.(C) of the Code of Ordinances; and
 - e. The applicant agrees to accept reasonable conditions or actions that the board may suggest to mitigate potential issues with or objections to the applicant's request; however, the board cannot require such conditions or actions to be accepted in return for a favorable decision by the board, rather the case must be otherwise decided on its merits. (An example is installing additional property drainage as a condition for side setback relief.); and
 - f. In no case shall the board be authorized to grant permanent special exceptions or temporary special exceptions that would in effect allow a violation of the city's health code, life safety code or fire safety code; and
 - g. Under no circumstances shall the board grant a request for a special exception that would have the effect of allowing a use not permissible under the terms of the zoning ordinance in the district involved, or any use, expressly or impliedly, prohibited by the terms of the zoning ordinance in the subject district.
5. *Finding.* A special exception shall not be granted unless the board shall make a determination that the granting of the special exception will not adversely affect the public interest. In making its determination, the board shall duly consider, where applicable, the following:
- a. The most appropriate use of the land and conservation and stabilization of property values;
 - b. Adequate open spaces for light and air and required yards and other open spaces;
 - c. Congestion of public streets, including ingress and egress to property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
 - d. Off-street parking, loading and service areas where required;
 - e. Economic, noise, dust, heat, glare or odor effects of the special exception on surrounding properties or the city;
 - f. Utilities, with reference to locations, availability, adequacy and compatibility;
 - g. Screens and buffers with reference to type, dimensions, character and adequacy;
 - h. General compatibility with surrounding properties and general welfare of the persons residing and working in the area;
 - i. Whether, at the public hearing, there are objections from the surrounding and affected property owners and whether the objections, if any, can be or have been resolved;
 - j. For the medical necessity exception, whether the medical condition is proven and the requested exception reasonably relates to the medical condition;
 - k. For the De Minimus exception, whether there is an overriding benefit to the applicant with no detriment to the surrounding neighbors or the city; and
 - l. The spirit of the City Code is met.

The subject property is zoned Single Family Residential (SFR) and is surrounded by properties also zoned Single Family Residential (SFR). The subject property located at 505 Brandywyne Dr. is in the Annalea Kingspark and Whitehall Section B Subdivision, which was annexed in 1967.



Friendswood GIS Zoning Map

The Residential Regulation Matrix in Appendix C, Zoning Ordinance (Section 7.Q.2; also see attached matrix) outlines the required setbacks, building height, and lot coverage for the various residential zoning districts. For a tract that is zoned SFR, the front building line is 25 feet.

A previous carport was removed, and a new carport was constructed in violation of the City of Friendswood's Zoning Ordinance. The structural posts of the current carport encroach the front 25-foot building setback by 9 feet, and the roof of the structure extends another 5 feet.

Historical Timeline of 505 Brandywyne Dr.:

October 26, 1993 – ZBOA denied a variance for a carport to encroach the front building line by 20 feet (minutes attached); carport built without building permit

December 1993 – Robinsons filed suit against the City

February 15, 1995 – Judge granted the City's summary judgment to dismiss the suit

May 23, 1995 – ZBOA denied a variance for construction of a carport built 12 feet into the required 25-foot front yard setback (minutes attached)

March 2015 – demo permit issued

March 2015 – building permit issued for residential additions/alterations

April 2, 2015 – frame inspection denied; inspector requested site plan to verify setback compliance for the new carport

October 7, 2015 – form survey denied; carport structure encroaching front 25-foot building line

November 17, 2015 – ZBOA denied variance request to allow a carport to encroach the 25-foot front building line by 9ft (minutes attached)

December 2015 – January 2018 – 36 open/active citations issued by Code Enforcement

February 27, 2018 - ZBOA denied variance request to allow a carport to encroach the 25-foot front building line by 9ft; ZBOA denied special exception request to allow a carport to encroach the 25-foot front building line by 9ft (draft minutes attached)

March 8, 2018 – Owner filed suit against ZBOA in Galveston County 405th District Court

April 2018 - Nonsuit filed to allow re-hearing by ZBOA

Below is a Google Street View picture of the original carport with a flat roof constructed between 1993 and 1995.



Below are pictures of the new, wood framed carport with pitched roof at the time of the November 2015 variance application :



Below are pictures of the finished carport taken February 13, 2018:



More Definitions from Zoning Ordinance, Section 20. Definitions:

Building line. A line parallel or approximately parallel to the street line and beyond which buildings may not be erected.

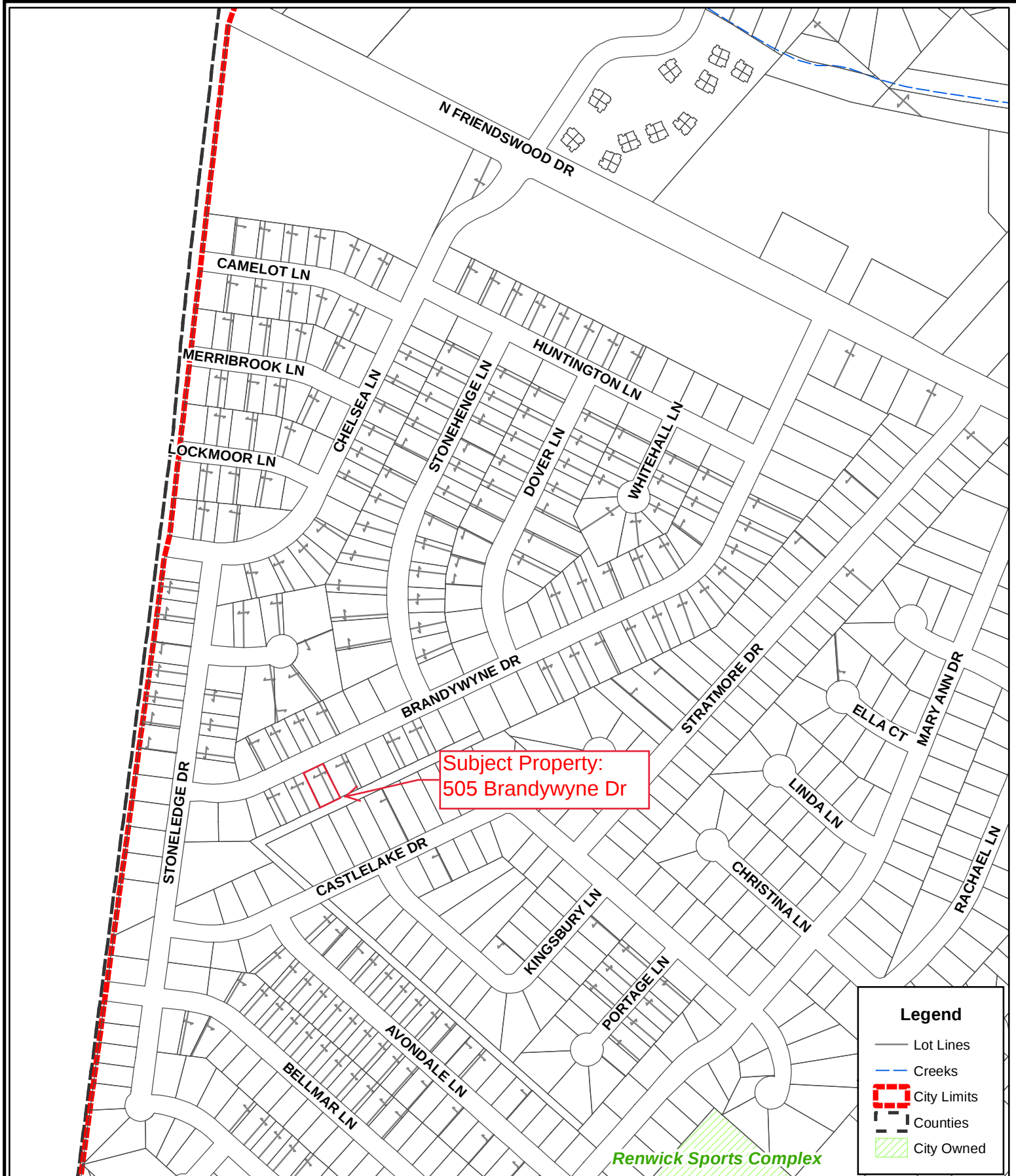
Structure. Anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground.

Yard. An open space, other than a court, on a lot, unoccupied and unobstructed from the ground upward except for fences and walls.

Yard, front. A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot as specified in each zoning district.

Attachments:

- Maps: Location, Aerial and Zoning Map
- ZBOA Application (5/2/2018)
- Denied site plan/Survey
- ZBOA meeting minutes (1993, 1995, 2015, 2018)
- City of Friendswood Regulation Matrix – Residential
- Copy of the Public Notice that was mailed to owners within 200 feet of the subject property



Subject Property:
505 Brandywyne Dr

Legend

- Lot Lines
- Creeks
- City Limits
- Counties
- City Owned

Disclaimer: This product 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 represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Friendswood makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Friendswood from any damage, loss, or liability arising from such use.



City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546
(281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 382'

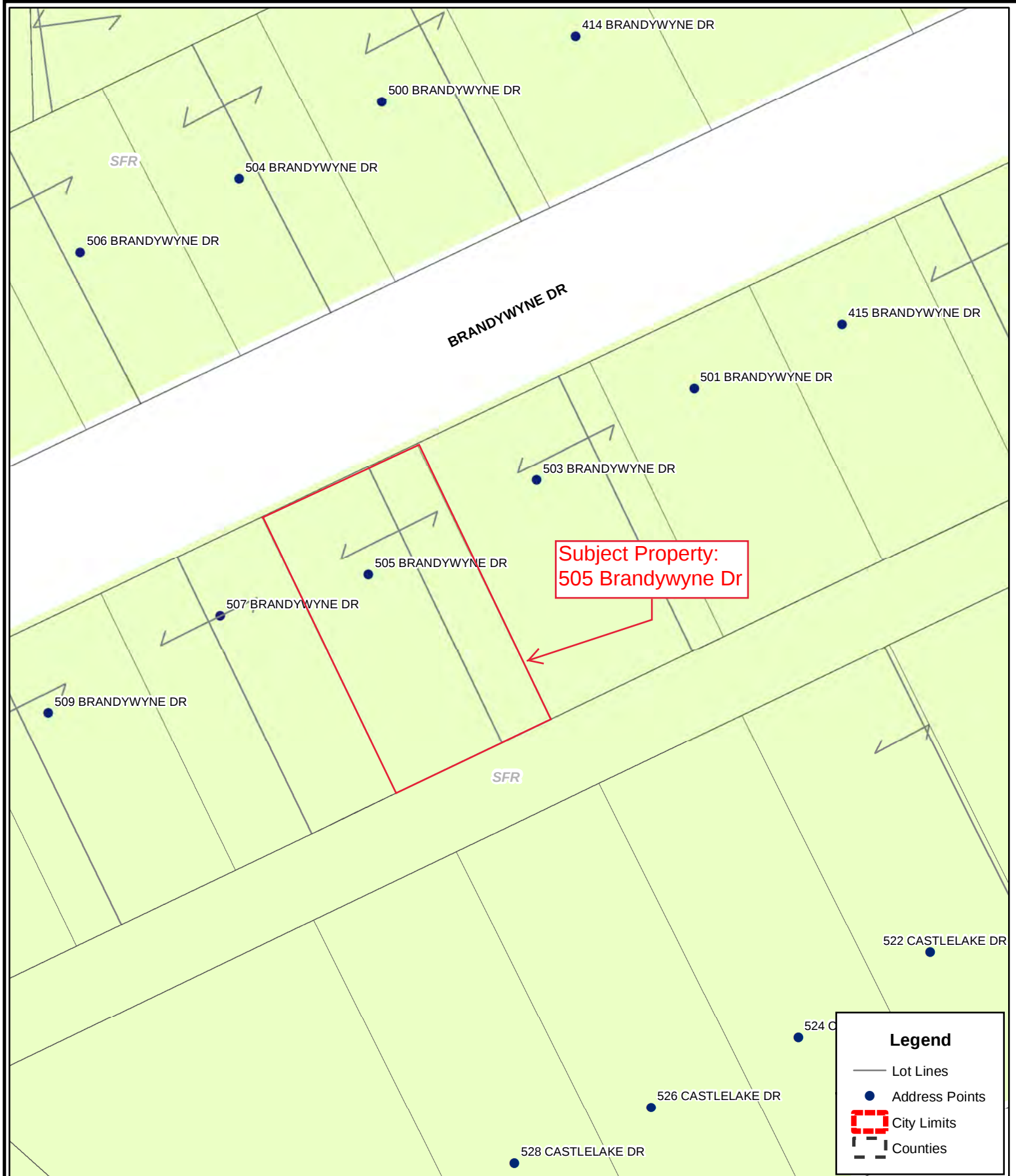


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Friendswood GIS Mapping



1" = 48'



Subject Property:
505 Brandywyne Dr

Legend

- Lot Lines
- Address Points
- City Limits
- Counties

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1" = 48'



FRIENDSWOOD ZONING BOARD OF ADJUSTMENT

\$100 Application Fee

☒ Request for Variance

☐ Request for Appeal

☒ Request for Special Exception

Property Address: 505 BRANDYWYNE DRIVE, FRIENDSWOOD, TEXAS 77546

Legal Description of Property (attach certified metes & bounds): THE SOUTHWEST 20.5 FEET OF LOT TWENTY-FOUR (24) AND THE ADJOINING
NORTHEAST 44.5 FEET OF LOT TWENTY-FIVE (25), IN BLOCK FIVE (5) OF ANNALEA KINGSPARK, "SECTION B" & WHITEHALL, SECTION "B", ACCORDING TO THE MAP OR
PLAT THEREOF RECORDED IN VOLUME 1616, PAGE 100 (PLEASE SEE ATTACHED) County: GALVESTON

Property Owner Information:

CHRISTINE AUDIBERT

Printed Name

RSGRUBBS@GMAIL.COM

Email

(832) 876-4064

Phone

Christine Audibert 5/02/2018
 Signature Date

Agent Information: (if applicable)

SEBASTIAN J. FILGUEIRA

Printed Name

SEBASTIAN@LOZANOATTORNEY.COM

Email

(281) 756-8300

Phone

Sebastian J. Filgueira 5/02/2018
 Signature Date

VARIANCE: From what ordinance (number and section) is the variance being requested?

(Variance cannot be for the purpose of rezoning – see Appendix C, Zoning, Section II B)

PLEASE SEE ATTACHED

APPEAL: From what order, requirement, decision or determination of the administrative official is the appeal being requested?

SPECIAL EXCEPTION: From what ordinance (number and section) is the special exception being requested?

PLEASE SEE ATTACHED

Please state the grounds for the appeal/variance/special exception you are seeking:

PLEASE SEE ATTACHED

5.2.18
 Date & Time Received

12:13pm

Becky Summers
 City Official

LEGAL DESCRIPTION OF PROPERTY
(GENERAL WARRANTY DEED)

GF# 207-69
Robinson

DEED 80923

710

BOOK 2023 PAGE 836

THE STATE OF TEXAS,
COUNTY OF GALVESTON

} Know All Men by These Presents:

That NORWOOD HOMES, INC., a Texas Corporation, acting herein by and through its duly authorized officers,
of the County of Harris, State of Texas, (hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by
JOHN EDWARD ROBINSON, and wife, OPHELIA C. ROBINSON

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00) cash to it in hand paid by FANNIN BANK,

(hereinafter referred to as "BENEFICIARY")
at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments of ONE HUNDRED FIFTY SEVEN and 50/100 DOLLARS (\$157.50)

each, commencing on June 1, 1969, and continuing until the principal and interest are fully paid, except that the final payment, if not sooner paid, shall be due and payable on April 1, 1999 which note is secured by the vendor's lien herein reserved and is additionally secured by a deed of trust of even date herewith, executed by the Grantees herein to PERRY RUSSELL.

Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned. Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the vendor's lien and superior title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors' favor and by said Grantors assigned to the Beneficiary without recourse; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Grantees herein of Galveston County, State of Texas, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in Galveston County, State of Texas, more particularly described as follows, to-wit:

The Southwest 20.5 feet of Lot Twenty-four (24) and the adjoining Northeast 44.5 feet of Lot Twenty-five (25), Block Five (5), ANNALEA KINGSPARK SECTION "B" AND WHITEHALL SECTION "B", an addition in Galveston County, Texas, according to the map or plat thereof recorded in Volume 1616, Page 100 of the Map Records of Galveston County, Texas, together with all improvements located thereon, including range or counter top unit, dishwasher, garbage disposal, vent hood, oven and carpeting.

Taxes for the current year have been prorated as of the date hereof and Grantees assume and agree to pay the same. This conveyance is made and accepted subject to any and all restrictions and easements and mineral reservations, if any, affecting the use of the premises conveyed herein, now of record in the County Clerk's Office in said County.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEES, their heirs and assigns forever, and the GRANTORS do hereby bind itself, its successors and assigns
to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien and Superior Title is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its/their face and tenor, effect and reading, when this Deed shall become absolute.

EXECUTED this 4th day of April, 1969

NORWOOD HOMES, INC.

ATTEST:

By:

Secretary

By:

Henry G. Broesche, Vice President

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared

DEED
BOOK 2023 PAGE 837

known to me to be the person(s)

whose name(s) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A. D. 19

Notary Public in and for Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared

known to me to be the person(s)

whose name(s) subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed, and the said

wife of the said
having been examined by me privily and apart from her husband and having the same fully explained to her by me, she the said _____, 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 _____ day of _____, A. D. 19

Notary Public in and for Harris County, Texas

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 HENRY F. BROESCHE, Vice President of NORWOOD HOMES, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NORWOOD HOMES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 4 day of April, A. D. 19 69

Donna B. Salant
Notary Public in and for Harris County, Texas

Bernard J. Hammond
ATTORNEY AND COUNSELOR
11315 CHAMNEY ROCK • P.O. BOX 35198
HOUSTON TEXAS 77035

RETURN TO:
John Edward Robinson
505 Randy Avenue
Frisco, Texas 75034

RETURN C/F 307-69
SOUTHERN TITLE CO.
1415 FANNIN STREET

Red

TO

GENERAL WARRANTY DEED
WITH VENDOR'S LIEN

80923

DEED
BOOK 2023 PAGE 838

STATE OF TEXAS

COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the record records of Galveston
County, Texas as stamped hereon by me.

APR 22 1969



James M. McKenna
COUNTY CLERK, Galveston County, Texas

FILED FOR RECORD	
10:30	a'clock
APR 22 1969	
GERTIE L. DE MCKENNA	
CLERK OF GALVESTON COUNTY, TEXAS	
By <i>James M. McKenna</i> Deputy	

Johnnie Hill
Perdy

9336395

RECORDATION REQUESTED BY:

FIRST HEIGHTS BANK, a federal savings bank
204 W. 19TH STREET
HOUSTON, TX 77008

009-14-2288

WHEN RECORDED MAIL TO:

ATT: COLLATERAL ADMINISTRATION
P.O. BOX 7483
HOUSTON, TX 77248-7483

SEND TAX NOTICES TO:

JOHN EDWARD ROBINSON and OPHELIA C. ROBINSON
505 BRANDYWINE
FRIENDSWOOD, TX 77546

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

CONTRACT FOR IMPROVEMENTS WITH DEED OF TRUST AND POWER OF SALE

THIS CONTRACT FOR IMPROVEMENTS WITH DEED OF TRUST AND POWER OF SALE IS DATED AUGUST 18, 1993, between JOHN EDWARD ROBINSON and OPHELIA C. ROBINSON (referred to below sometimes as "Borrower" and sometimes as "Owner"), whose address is 505 BRANDYWINE, FRIENDSWOOD, TX 77546; and BRAUN'S ROOFING INC. (referred to below as "Contractor"), whose address is 6122 S. LOOP EAST, HOUSTON, TX 77087.

DEFINITIONS. The following words shall have the following meanings when used in this Contract. Terms not otherwise defined in this Contract shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation JOHN EDWARD ROBINSON and OPHELIA C. ROBINSON. The words "Borrower" and "Owner" are used interchangeably in this Contract.

Contract. The word "Contract" means this Contract for Improvements with Deed of Trust and Power of Sale, together with all exhibits and schedules attached to this Contract for Improvements with Deed of Trust and Power of Sale, if any.

Contractor. The word "Contractor" means BRAUN'S ROOFING INC..

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

Improvements. The word "Improvements" means the construction and completion of all improvements contemplated by this Contract, including all work necessary to make the Property usable and complete for the intended purposes. The Improvements include the following labor and materials:

BUILD NEW CARPORT & INSTALL NEW GUTTERS AND DOWN SPOUTS..

Indebtedness. The word "Indebtedness" means all obligations of Owner under the Note and this Contract, including without limitation all principal and earned interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Owner or expenses incurred by Lender to enforce obligations of Owner under this Contract, together with interest on such amounts as provided in this Contract.

Lender. The word "Lender" means FIRST HEIGHTS BANK, a federal savings bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated August 18, 1993, in the original principal amount of \$5,225.00 from Owner to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Owner. The word "Owner" means JOHN EDWARD ROBINSON and OPHELIA C. ROBINSON. The words "Owner" and "Borrower" are used interchangeably in this Contract.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Owner, now or subsequently attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property located in GALVESTON County, State of Texas, and legally described as:

THE SOUTHWEST 20.5 FEET OF LOT TWENTY-FOUR (24) AND THE ADJOINING NORTHEAST 44.5 FEET OF LOT TWENTY-FIVE (25), BLOCK FIVE (5), ANNALEA KINGSPARK, SECTION "B" AND WHITEHALL SECTION "B" AN ADDITION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1616, PAGE 100 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

The Real Property or its address is commonly known as 505 BRANDYWINE, FRIENDSWOOD, TX 77546. The words "Real Property" also include all existing and future buildings, structures, facilities, additions and similar construction on the real property.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness. The words "Related Documents" also mean and include any and all construction contracts between Owner and Contractor, together with any and all subcontracts relating to the Improvements.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JOHN ADKINS, whose address is 204 WEST 19TH STREET HOUSTON, TX. 77008, and any substitute or successor trustees.

CONTRACT FOR IMPROVEMENTS

CONSTRUCTION OF IMPROVEMENTS. Contractor agrees to furnish and to pay for all labor and materials needed to construct the improvements in a good and workmanlike manner, according to the plans and specifications agreed upon by Owner and Contractor and approved by Lender, on the following terms and conditions:

Contract Price. Owner agrees to pay, or cause to be paid, to Contractor the sum of Five Thousand Two Hundred Twenty Five & 00/100 Dollars (\$5,225.00) to be advanced by Lender to Contractor at the request and for the benefit of Owner as consideration for the construction of the Improvements.

Note Payable to Lender. In consideration of the advance of the Contract price, Owner has executed and delivered to Lender the Note in the amount of Five Thousand Two Hundred Twenty Five & 00/100 Dollars (\$5,225.00).

No Work Commenced. This Contract is executed, acknowledged and delivered before any labor has been performed and before any material has been furnished for the construction of the Improvements.

Alteration and Extras. No alterations shall be made in the work shown or described by the plans and specifications, nor shall any extra work or materials be charged or paid for, unless a separate estimate for such extra work is submitted in writing by Contractor to Owner and agreed to in writing by them before the extra work is started. The additional amount to be paid for all extra work and materials so agreed to and so furnished shall be a part of the indebtedness secured by the lien created by this Contract. Lender, at its option and subject to the execution of such additional loan documents as Lender may require, may advance all or part of such additional amount. If Lender elects not to advance such additional amount, Owner shall pay Contractor in cash upon completion of such extra work, and Contractor shall have a lien on the Property for the payment of such amount, which lien Contractor agrees shall be subordinals to the lien retained and transferred to Lender in this Contract. All extra work done or material furnished without such agreement shall be considered as performed under the original Contract and no extra pay shall be demanded or allowed. To the extent any conflict should arise between the terms and provisions of this Contract and the terms and provisions of any other agreement between Owner and Contractor, the terms and provisions of this Contract shall prevail.

Subcontractor Receipts and Releases. Upon request, Contractor shall furnish to Owner and Lender, in form and substance satisfactory to Lender, (a) reports and affidavits regarding the status of the Improvements and the payment of all bills relating to the Improvements and (b) proper receipts and releases from any and all subcontractors, workmen, and suppliers of materials, so that no liens may be fixed upon the Property, except the express lien created by this Contract. If Owner might become liable for a lien or claim for labor or materials, which are furnished to Contractor and primarily chargeable to Contractor, Owner may retain from payments on the Note an amount sufficient to indemnify completely Owner against such lien or claim. Notwithstanding anything to the contrary in this Contract, during progress of the construction and for thirty (30) days after filing by Owner of an affidavit of completion, Owner may retain the amount set forth in Section 53.101 of the Texas Property Code. If any liens or claims are filed, Contractor shall either arrange for their release or provide a statutory bond. Upon completion of the Improvements, Owner agrees upon request of Lender to file an affidavit of completion in accordance with Section 53.106 of the Texas Property Code.

Completion by Contractor, but not Lender. Contractor shall be obligated to complete the Improvements in accordance with this Contract. Under no circumstances shall Lender be responsible for the completion of the Improvements, nor shall Lender for any reason whatsoever be considered as a guarantor or surety of Contractor's performance of this Contract. Contractor agrees to purchase and maintain until completion of the Improvements builder's risk insurance coverage in the amount of \$5,225.00, or such lesser amount as may be agreed to by Lender in writing, naming both Owner and Lender as additional insureds. Contractor agrees to indemnify and hold Lender harmless against any and all claims for completion of the Improvements.

Partial Lien. In the event the Improvements are not completed by Contractor according to the plans and specifications and, for whatever reason, it is determined that Lender does not have a lien on the Property to the extent of the full amount of the Contract price, then Lender shall have a valid lien for the contract price, less the amount reasonably necessary to complete the Improvements according to the plans and specifications. In the alternative, Lender shall have the right, at its option, to complete the Improvements at Contractor's expense, and Lender's lien shall be valid for the full Contract price.

LENDER'S LIEN RIGHTS. The following provisions relate to the creation and grant of the lien on the Property to Contractor and the subsequent transfer of Contractor's rights to Lender.

Lien to Secure Note. To secure the payment of the Contract price, as evidenced by the Note, and the interest payable to Lender, Owner gives and grants to Contractor a mechanic's and materialmen's lien on the Property as provided by the constitution and laws of the State of Texas.

Transfer of Lien. Contractor transfers and assigns to Lender, and to Lender's successors and assigns, all of Contractor's rights in this Contract, including without limitation Contractor's lien on the Property, and Lender is subrogated to all the rights and equities of Contractor.

PRIOR LIEN. The lien of this Contract securing the Indebtedness shall be subordinate to an existing lien. Owner expressly covenants and agrees to pay, or to cause payment of, the prior obligation and to prevent any default under any agreements relating to such obligation. If the payment of any installment on the prior obligation is not made within the time required, or should an event of default occur under any agreement securing such indebtedness and not be cured during any applicable grace period therein, then the Indebtedness secured by this Contract shall, after statutory notice, at the option of Lender, become due and payable, and this Contract and the Note shall be in default. Owner shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Contract by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender.

DEED OF TRUST AND POWER OF SALE

GRANT OF DEED OF TRUST. To enforce the lien and further to secure payment of the Indebtedness, Owner conveys the Property to Trustee, in trust, with power of sale, for the benefit of FIRST HEIGHTS BANK, a federal savings bank ("Lender"), as beneficiary, and warrants and agrees to defend the title to the Property. This Deed of Trust is given on the following terms and conditions:

CONSTRUCTION MORTGAGE. This Deed of Trust is intended to be a Construction Mortgage as required by Section 9.313 of the Texas Uniform Commercial Code.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Owner agrees that Owner's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Owner may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Owner shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Owner will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender. This restriction will not apply to rights and easements (such as gas and oil) not owned by Owner and of which Owner has informed Lender in writing prior to Owner's signing of this Contract.

Removal of Improvements. Owner shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Owner to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Owner's compliance with the terms and conditions of this Contract.

Compliance with Governmental Requirements. Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Owner may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Owner has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Owner to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Owner agrees neither to abandon nor leave unattended the Property. Owner shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

PERFORMANCE. If Owner performs all of Owner's covenants contained in this Contract and pays the Indebtedness according to its terms, Lender shall release its interest in the lien created by this Contract.

DISBURSEMENTS BY LENDER. If Lender shall pay any money chargeable to Owner under this Contract, Owner shall pay the same to Lender in accordance with the terms of the Note. The amount of each such payment shall be added to the Indebtedness, and shall be secured under this Contract and by subrogation to all the rights of the person receiving such payment, including subrogation to all valid lien rights in the Property or any part of the Property. Notwithstanding any of the provisions of this Contract to the contrary, it is intended that this Contract and all charges under this Contract shall be limited by and construed so as to conform to and to comply fully with the applicable provisions of the Texas Credit Code.

DUE ON SALE - CONSENT BY BENEFICIARY. Beneficiary may, at its option, declare immediately due and payable all sums secured by this Contract upon the sale or transfer, without the Beneficiary's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term

greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Owner is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Owner. However, this option shall not be exercised by Beneficiary if such exercise is prohibited by federal law or by Texas law.

INSURANCE. OWNER SHALL, AT ALL TIMES UNTIL THE INDEBTEDNESS IS PAID IN FULL, KEEP ALL INSURABLE PROPERTY INSURED AGAINST FIRE, INCLUDING EXTENDED COVERAGE AND SUCH OTHER RISKS AS LENDER MAY REQUIRE, such insurance to be written in amount and form acceptable to Lender, and by insurance companies authorized to transact business in Texas, with loss made payable to Lender by standard mortgagee's clauses, providing written notice to Lender at least ten (10) days' prior written notice to Lender of cancellation thereof, and shall deliver the policies of insurance to Lender promptly as issued. If Owner fails to procure such insurance, Lender may at its option procure such insurance at Owner's expense. All renewal and substitute policies of insurance shall be delivered at the office of Lender, premiums paid, at least fifteen (15) days before termination of policies theretofore delivered to Lender. Lender, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, whether paid by reason of loss, return of premiums or otherwise, applying the same upon the indebtedness in such order or manner as Lender may direct. If any loss shall occur at any time when Owner shall be in default under this Contract, Lender shall be entitled to the benefit of all insurance held by or for any Owner, to the same extent as if it had been made payable to Lender. If any part of the Property is located within an area that has been, or should at any time be, designated as a special flood hazard area by any federal or state official authorized to make such designation pursuant to the National Flood Insurance Act of 1968, as amended, or pursuant to any national or state flood insurance program, Owner shall carry flood insurance covering the Property. OWNER MAY FURNISH THE INSURANCE REQUIRED BY THIS CONTRACT WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY OWNER OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Contract.

Payment. Owner shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Owner shall maintain the Property free of all liens having priority over or equal to the interest of Beneficiary under this Contract, except for the lien of taxes and assessments not due, except for the existing indebtedness referred to below, and except as otherwise provided in this Contract.

Right To Contest. Owner may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Owner shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Owner has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Owner shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Owner shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Owner shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Owner under this Contract, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the Note interest rate from the date incurred or paid by Lender to the date of repayment by Owner. All such expenses shall become a part of the indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Contract also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default. Notwithstanding the foregoing, any amounts added to the principal balance of the Note for insurance premiums paid by Lender shall bear interest at the pre-maturity rate.

WARRANTY; DEFENSE OF TITLE. Owner warrants that Owner holds marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Prior Lien section above or in any policy of title insurance issued in favor of, and accepted by, Lender in connection with this Contract. In the event any action or proceeding is commenced that questions Owner's title or the interest of Trustee or Lender under this Contract, Owner shall defend the action at Owner's expense. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

CONDEMNATION. The following provisions relating to proceedings in condemnation are a part of this Contract.

Application of Net Proceeds. All judgments, decrees and awards for injury or damage to the Property, or any part thereof, and awards pursuant to proceedings for condemnation thereof are hereby absolutely assigned to Beneficiary, and Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection therewith.

Proceedings. If any proceeding in condemnation is filed, Owner shall promptly notify Lender in writing, and Owner shall promptly take such steps as may be necessary to defend the action and obtain the award. Owner may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Contract:

Default on Indebtedness. Failure of Owner to make any payment when due on the Indebtedness.

Compliance Default. Failure of Owner to comply with any other term, obligation, covenant or condition contained in this Contract or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Owner under this Contract is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Contract or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The death of Owner, insolvency, appointment of a receiver for any part of Owner's property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner.

Creditor Proceedings. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Owner against the Property or any other collateral securing the Indebtedness. This includes a garnishment of any of Owner's deposit accounts with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Owner as to the validity or reasonableness of the claim which is the basis of the creditor proceeding, and if Owner gives Lender written notice of the creditor proceeding and furnishes reserves or a surety bond for the creditor proceeding satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occur with respect to any guarantor of any of the Indebtedness or such guarantor dies or becomes incompetent, unless the obligations arising under the guaranty and related agreements have been unconditionally assumed by the guarantor's estate in a manner satisfactory to Lender.

Existing Indebtedness. Default of Owner under any existing obligation or instrument securing any existing obligation, or commencement of any suit or other action to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Upon default, Lender may, after giving statutory notice of default and after Owner's failure to cure the default during any statutory cure period, declare the unpaid principal balance of the Indebtedness due, together with all unpaid earned interest, and payable. In no event will Owner be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M.

on the first Tuesday of any month, after the Lender or its agent has given notice of the time, place, and terms of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Owner hereby absolutely assigns to Lender all Rents as defined above. Until the occurrence of an Event of Default, Owner is granted a license to collect and retain the Rents; however, upon receipt from Lender of a notice that an Event of Default exists under this Contract, Lender may terminate Owner's license, and then Lender, as Owner's agent, may collect the Rents. In addition, if the Property is vacant, Owner may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Owner shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Any Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Owner hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on behalf of Owner. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Substitute Trustee. Lender, at its option, from time to time, and more than once, may appoint in writing without cause a successor or substitute trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on behalf of Lender by the President, any Vice President, Secretary, or Cashier of Lender.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Owner remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Owner, Owner shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, (b) vacate the Property immediately upon the demand of Lender, or (c) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Owner expressly waives all damages sustained by reason thereof.

Sale of the Property. To the extent permitted by applicable law, Owner hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Owner, subject to prior liens and to other exceptions to conveyance and warranty.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Owner, and (d) the balance, if any, to Owner.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Contract, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Owner under this Contract after failure of Owner to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. Lender shall be entitled to reasonable attorneys' fees paid to an attorney who is not an employee of Lender in the collection of the Note and any court costs and fees incurred in the collection of, or foreclosure of, the lien created by this Contract, including fees for bankruptcy proceedings such as efforts to modify or vacate automatic stay. In addition, Lender shall be entitled to reasonable fees or charges paid to the Trustee, including fees for enforcing the lien, posting for sale, selling, or releasing the Property.

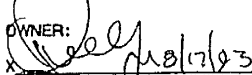
TRANSFER OF THE PROPERTY. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of the unpaid principal and unpaid earned interest secured by this Contract. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Contract. If Lender exercises this option, Lender shall give Owner notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Owner must pay the unpaid principal and unpaid earned interest secured by this Contract. If Owner fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Contract without further notice or demand on Owner.

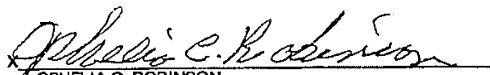
EXECUTED THIS 18TH DAY OF AUGUST, 1993.

THE BUYERS ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT WITH ALL BLANKS COMPLETED.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

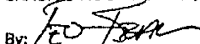
OWNER:


JOHN EDWARD ROBINSON


OPHELIA C. ROBINSON

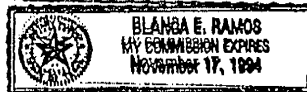
CONTRACTOR:

BRAUN'S ROOFING INC., a Corporation

By: 
Authorized Officer Leo Braun

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GALVESTON) SS



This instrument was acknowledged before me on 8-18-, 1993 by JOHN EDWARD ROBINSON and OPHELIA C. ROBINSON.

Blanca E. Ramos

Notary Public, State of Texas

CONTRACTOR ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF GALVESTON) SS

This instrument was acknowledged before me on 8-5, 1993 by LEO BRAUN
of BRAUN'S ROOFING INC., contractor, on behalf of such corporation.



Blanca E. Ramos

Notary Public, State of Texas

FILED FOR RECORD
93 AUG 27 AM 11:24

Jessie B. Kirkendall
COUNTY CLERK
GALVESTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the Official Public Records
of Real Property of Galveston County Texas, on

AUG 27 1993



Jessie B. Kirkendall
COUNTY CLERK
GALVESTON CO., TEXAS

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: Feb. 11, 2015

Grantor: Craig Sites and Anna Beckwith now known as Anna Sites

Grantor's Mailing Address: 1207 Blueberry Ln.
Friendswood, Tx 77546

Grantee: Christine Audibert

Grantee's Mailing Address: P.O. Box 1758
Friendswood, Tx 77549

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

The Southwest 20.5 feet of Lot Twenty-Four (24) and the adjoining Northeast 44.5 feet of Lot Twenty-Five (25), in Block Five (5) of Annalea Kingspark, "Section "B" & Whitehall, Section "B", according to the map or plat thereof recorded in Volume 1616, Page 100 and transferred to Plat Record 1, Map No. 15 of the Map Records of Galveston County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

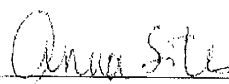
Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior year due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Stewart L. H.
1416744976 - Nov 178

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

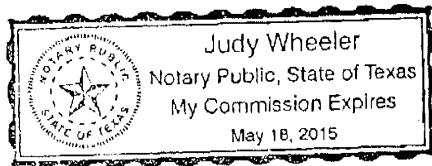

 CRAIG SITES

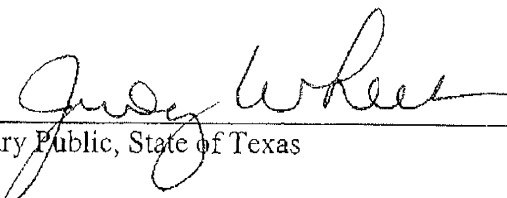

 ANNA BECKWITH NOW KNOWN AS ANNA SITES

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 11 day of Feb, 2015, before me, the undersigned Notary Public, personally appeared **Craig Sites**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purpose contained therein.



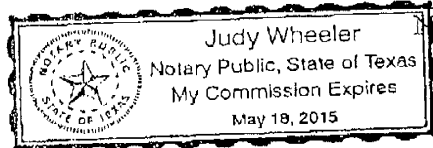

 Notary Public, State of Texas

(Acknowledgement on the Following Page)

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 11 day of Feb, 2015, before me, the undersigned Notary Public, personally appeared **Anna Beckwith now known as Anna Sites**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purpose contained therein.



Judy Wheeler

Notary Public, State of Texas

FILED AND RECORDED

Instrument Number: 2015008214

Recording Fee: 34.00

Number Of Pages: 4

Filing and Recording Date: 02/11/2015 1:36PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script, reading "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

**VARIANCE: From what ordinance (number and section) is the variance being requested?
(Variance cannot be for the purpose of rezoning – see Appendix C, Zoning, Section II B)**

The City of Friendswood’s Ordinance 84-15, Section 7(A)(1) states:

Section 7. - Schedule of district regulations.

- A. SFR, residential, general purpose and description.** The SFR, single-family residential dwelling district, is restricted to single-family dwellings, up to 2.7 units per acre, and to related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly convenient, and attractive residential area. Single-family residential areas shall be protected from higher density residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.
- 1. Area and height regulations.** Area and height regulations in an SFR, single-family residential dwelling district, are set forth in section 7-Q.2, Regulation Matrix.

It is this ordinance which (1) grants the authority to the City of Friendswood to legislate the area and height regulations of a single family residential dwelling, and (2) to use the area and height regulations contained within a Matrix, commonly known as a Table, provided within an Appendix to said ordinance. Specifically, the table referred to as “section 7-Q.2, Regulation Matrix” is within Appendix C to Ordinance 84-15.

Nonetheless, the Friendswood Zoning Board of Adjustment has instructed the variance request cannot be for the City of Friendswood’s Ordinance 84-15, Section 7(A)(1), but must be for Appendix C – Zoning Ordinance, Section 7.Q.2. Residential Regulation Matrix which states:

REGULATION MATRIX - RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3

	Units per Acre	Lot Area Minimum	Yards - Minimum Feet			Height Maximum	Parking Requirements	Zero Lot	Maximum Lot
					Side				

	Acre	um Square Feet	Lot Wid th	Fro nt	Re ar (a)	Interi or (d)	Exterior (Corner Lot)		Feet (b and e)	ment Unit	Lin es Y or N	Covera ge
							Backi ng Up to an Abutti ng Side Yard	Backi ng Up to an Abutti ng Rear Yard				
SFR Single- Family Resident ial	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%
SFR Single- Family Resident ial	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K	No	35%
SFR - E Single- Family Resident ial Estate	0.5	87,120	150 A	75	25	25	35	35	40	K	No	20%
MFR - L Multifa mily - Low	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K	No	50%
MFR - M Multifa mily	9	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%

- Medium												
MFR - H Multifa mily - High	12	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 B	20	K	No	50%
A I	—	—	—	25 B	25	10 I	25 B	20 C	40	K	No	10%
MFR- GHD Garden Home District	6	6,000	60	20 B, H	20	0 D, J	5 B, H	4 C, H	40	K	Yes D	50%

- A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.
- B. Thirty-five feet on thoroughfares.
- C. Twenty-five feet on thoroughfares.
- D. Zero set-back on side only, minimum five-foot separation between buildings.
- E. Ten foot minimum separation between buildings.
- F. Lots currently in existence with less than 90 feet of width that have structures already built upon them may continue with the same existing set back for additions provided they are not less than a minimum of five feet.
- G. Developer must elect either units per acre or lot area. Two family residential units on two lots are required when lot area is elected.
- H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the Drainage Utility/Access easement (if streets are private) whichever is greater.
- I. Twenty-five feet when abutting land zoned single-family residential (SFR) district.

- J. Ten feet when abutting land zoned anything other than MFR - GHD (Garden Home District).
- K. Parking is required in accordance with the Parking Group Table in the Design Criteria Manual.
- 3. Area and height exceptions.
 - a. Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.
 - b. A building structure may not exceed 40 feet in height measured from the minimum habitable floor elevation; provided, however, that:
 - 1. Buildings or structures in Community Shopping Center (CSC), Neighborhood Commercial (NC), Office Park (OPD), Light Industrial (LI), Industrial (I), Business Park (BP) districts may exceed 40 feet in height when:
 - a. The building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation. Provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet unless a specific use permit shall have been granted therefore in accordance with subsection 9.G. of this appendix.
 - b. Buildings or structures of 40 feet or less in height shall meet the setback requirements as defined in this appendix.
 - 2. Exceptions: Structures located within a General PUD or PUD-Mixed Use shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a General PUD or PUD-Mixed Use application will be as established in the Ordinance authorizing and approving the Planned Unit Development.
 - 3. The maximum height allowed for structures within the Downtown District (DD) is 70 feet as measured in accordance with the method prescribed in Section 20, Definitions, subsection OO, Height.
 - c. Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.
 - d. When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements provided that the total land area

of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

- e. The height regulations of this section shall not apply to belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers or spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein. The total combined maximum height for these items and the structure is 50 feet overall height, measured from the first finished floor to the highest point, unless otherwise approved by the planning and zoning commission.
- f. Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.

(Ord. No. 85-37, § 1, 1-6-1986; Ord. No. 89-10, §§ 1—3, 9-11-1989; Ord. No. 89-18, § 1, 11-16-1989; Ord. No. 90-5, § 2, 3-5-1990; Ord. No. 90-6, §§ 1, 2, 3-19-1990; Ord. No. 90-18, § 1, 7-23-1990; Ord. No. 92-15, § 1, 10-5-1992; Ord. No. 92-16, §§ 1, 2, 10-19-1992; Ord. No. 93-5, §§ 1—3, 4-19-1993; Ord. No. 93-8, § 1, 6-7-1993; Ord. No. 94-4, § 1, 4-18-1994; Ord. No. 95-4, § 1, 7-24-1995; Ord. No. 95-12, § 1, 5-15-1995; Ord. No. 95-31, 12-4-1995; Ord. No. 96-10, § 1, 6-3-1996; Ord. No. 96-14, § 3—7, 7-1-1996; Ord. No. 97-5, §§ 1—4, 3-3-1997; Ord. No. 98-1, §§ 1—5, 4-20-1998; Ord. No. 98-14, § 1, 8-17-1998; Ord. No. 98-17, § 1, 9-14-1998; Ord. No. 99-3, §§ 2—7, 1-18-1999; Ord. No. 99-6, §§ 1—7, 13, 1-18-1999; Ord. No. 99-7, § 1, 1-18-1999; Ord. No. 99-11, § 1, 7-26-1999; Ord. No. 99-21, § 2, 10-18-1999; Ord. No. 99-23, §§ 1—3, 10-18-1999; Ord. No. 2000-22, §§ 1, 3, 8-7-2000; Ord. No. 2000-23, §§ 2—4, 8-21-2000; Ord. No. 2000-24, § 1, 8-7-2000; Ord. No. 2000-26, §§ 1, 2, 8-7-2000; Ord. No. 2000-45, §§ 1, 2, 12-18-2000; Ord. No. 2002-1, §§ 1, 2, 1-21-2002; Ord. No. 2004-11, §§ 1—3, 8-2-2004; Ord. No. 2004-12, §§ 1—3, 8-2-2004; Ord. No. 2004-08, §§ 1—4, 8-16-2004; Ord. No. 2004-21, § 1, 12-6-2004; Ord. No. 2005-32, § 1, 10-17-2005; Ord. No. 2005-33, §§ 2, 3, 10-17-2005; Ord. No. 2006-15, § 1, 7-24-2006; Ord. No. 2007-04, § 1, 4-2-2007; Ord. No. 2007-11, § 2, 10-1-2007; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2008-06, § 2, 2-18-2008; Ord. No. 2008-16, §§ 1, 2, 7-21-2008; Ord. No. 2008-28, §§ 1, 2, 11-3-2008; Ord. No. 2008-41, § 1, 11-17-2008; Ord. No. 2009-10, § 1, 6-15-2009; Ord. No. 2009-09, §§ 1, 2, 8-3-2009; Ord. No. 2009-25, § 1, 1-4-2010; Ord. No. 2010-11, §§ 1—11(exh. A), 4-19-2010; Ord. No. 2010-41, § 1, 1-10-2011; Ord. No. 2011-14, § 1, 4-18-2011; Ord. No. 2011-35, §§ 2, 5(exh. A), 6(exh. A), 12-5-2011; Ord. No. 2011-36, § 2(exh. A), 12-5-2011; Ord. No. 2012-31, § 1(exh. A), 12-3-2012; Ord. No. 2013-09, § 2, 5-6-2013; Ord. No. 2013-45, § 4(exh. A), 12-2-2013; Ord. No. 2014-05, § 2(exh. A), 4-7-2014)

Such a demand is made because it has been deemed that you, the public, cannot determine what is being sought. As a result of the mandate, and in the interest of justice, the request is for a variance of Appendix C – Zoning Ordinance, Section 7.Q.2. Residential Regulation Matrix.

SPECIAL EXCEPTION: From what ordinance (number and section) is the special exception being requested?

The City of Friendswood's Ordinance 84-15, Section 7(A)(1) states:

Section 7. - Schedule of district regulations.

A. *SFR, residential, general purpose and description.* The SFR, single-family residential dwelling district, is restricted to single-family dwellings, up to 2.7 units per acre, and to related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly convenient, and attractive residential area. Single-family residential areas shall be protected from higher density residential development and from the encroachment of incompatible uses. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities.

1. Area and height regulations. Area and height regulations in an SFR, single-family residential dwelling district, are set forth in section 7-Q.2, Regulation Matrix.

It is this ordinance which (1) grants the authority to the City of Friendswood to legislate the area and height regulations of a single family residential dwelling, and (2) to use the area and height regulations contained within a Matrix, commonly known as a Table, provided within an Appendix to said ordinance. Specifically, the table referred to as "section 7-Q.2, Regulation Matrix" is within Appendix C to Ordinance 84-15.

Nonetheless, the Friendswood Zoning Board of Adjustment has instructed the special exception request cannot be for the City of Friendswood's Ordinance 84-15, Section 7(A)(1), but must be for Appendix C – Zoning Ordinance, Section 7.Q.2. Residential Regulation Matrix which states:

REGULATION MATRIX - RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards - Minimum Feet					Height Maximum Feet (b and e)	Parking Requirement Unit	Zero Lot Lines Y or N	Maximum Lot Coverage
				Front	Rear (a)	Side						
						Interior (d)	Exterior (Corner Lot)					
							Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard				
SFR Single-Family Residential	2.7	11,600	90 A	25 B	25	10 F	25 A	20 C	40	K	No	35%
SFR Single-Family Residential	2.7	15,600	120 A	25 B	25	10	25 B	20 C	40	K	No	35%
SFR - E Single-Family Residential Estate	0.5	87,120	150 A	75	25	25	35	35	40	K	No	20%
MFR - L Multifamily	6 G	7,260 G	45 G	25 B	25	10 E, I	25 B	20 C	40	K	No	50%

mily - Low												
MFR - M Multifa mily - Medium	9	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MFR - H Multifa mily - High	12	—	—	25 B	0	10 E, I	25 B	20 C	40	K	No	50%
MHR Mobile Home	10	—	—	25 B	25	10 I	30	25 B	20	K	No	50%
A I	—	—	—	25 B	25	10 I	25 B	20 C	40	K	No	10%
MFR- GHD Garden Home District	6	6,000	60	20 B, H	20	0 D, J	5 B, H	4 C, H	40	K	Yes D	50%

- A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.
- B. Thirty-five feet on thoroughfares.
- C. Twenty-five feet on thoroughfares.
- D. Zero set-back on side only, minimum five-foot separation between buildings.
- E. Ten foot minimum separation between buildings.

- F. Lots currently in existence with less than 90 feet of width that have structures already built upon them may continue with the same existing set back for additions provided they are not less than a minimum of five feet.
 - G. Developer must elect either units per acre or lot area. Two family residential units on two lots are required when lot area is elected.
 - H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the Drainage Utility/Access easement (if streets are private) whichever is greater.
 - I. Twenty-five feet when abutting land zoned single-family residential (SFR) district.
 - J. Ten feet when abutting land zoned anything other than MFR - GHD (Garden Home District).
 - K. Parking is required in accordance with the Parking Group Table in the Design Criteria Manual.
3. Area and height exceptions.
- a. Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.
 - b. A building structure may not exceed 40 feet in height measured from the minimum habitable floor elevation; provided, however, that:
 - 1. Buildings or structures in Community Shopping Center (CSC), Neighborhood Commercial (NC), Office Park (OPD), Light Industrial (LI), Industrial (I), Business Park (BP) districts may exceed 40 feet in height when:
 - a. The building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation. Provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet unless a specific use permit shall have been granted therefore in accordance with subsection 9.G. of this appendix.
 - b. Buildings or structures of 40 feet or less in height shall meet the setback requirements as defined in this appendix.
 - 2. Exceptions: Structures located within a General PUD or PUD-Mixed Use shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a General PUD or PUD-Mixed Use

application will be as established in the Ordinance authorizing and approving the Planned Unit Development.

3. The maximum height allowed for structures within the Downtown District (DD) is 70 feet as measured in accordance with the method prescribed in Section 20, Definitions, subsection OO, Height.
- c. Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.
- d. When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.
- e. The height regulations of this section shall not apply to belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers or spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein. The total combined maximum height for these items and the structure is 50 feet overall height, measured from the first finished floor to the highest point, unless otherwise approved by the planning and zoning commission.
- f. Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.

(Ord. No. 85-37, § 1, 1-6-1986; Ord. No. 89-10, §§ 1—3, 9-11-1989; Ord. No. 89-18, § 1, 11-16-1989; Ord. No. 90-5, § 2, 3-5-1990; Ord. No. 90-6, §§ 1, 2, 3-19-1990; Ord. No. 90-18, § 1, 7-23-1990; Ord. No. 92-15, § 1, 10-5-1992; Ord. No. 92-16, §§ 1, 2, 10-19-1992; Ord. No. 93-5, §§ 1—3, 4-19-1993; Ord. No. 93-8, § 1, 6-7-1993; Ord. No. 94-4, § 1, 4-18-1994; Ord. No. 95-4, § 1, 7-24-1995; Ord. No. 95-12, § 1, 5-15-1995; Ord. No. 95-31, 12-4-1995; Ord. No. 96-10, § 1, 6-3-1996; Ord. No. 96-14, § 3—7, 7-1-1996; Ord. No. 97-5, §§ 1—4, 3-3-1997; Ord. No. 98-1, §§ 1—5, 4-20-1998; Ord. No. 98-14, § 1, 8-17-1998; Ord. No. 98-17, § 1, 9-14-1998; Ord. No. 99-3, §§ 2—7, 1-18-1999; Ord. No. 99-6, §§ 1—7, 13, 1-18-1999; Ord. No. 99-7, § 1, 1-18-1999; Ord. No. 99-11, § 1, 7-26-1999; Ord. No. 99-21, § 2, 10-18-1999; Ord. No. 99-23, §§ 1—3, 10-18-1999; Ord. No. 2000-22, §§ 1, 3, 8-7-2000; Ord. No. 2000-23, §§ 2—4, 8-21-2000; Ord. No. 2000-24, § 1, 8-7-2000; Ord. No. 2000-26, §§ 1, 2, 8-7-2000; Ord. No. 2000-45, §§ 1, 2, 12-18-2000; Ord. No. 2002-1, §§ 1, 2, 1-21-2002; Ord. No. 2004-11, §§ 1—3, 8-2-2004; Ord. No. 2004-12, §§ 1—3, 8-2-2004; Ord. No. 2004-08, §§ 1—4, 8-16-2004; Ord. No. 2004-21, § 1, 12-6-2004; Ord. No. 2005-32, § 1, 10-17-2005; Ord. No. 2005-33, §§ 2, 3, 10-17-2005; Ord. No. 2006-15, § 1, 7-24-2006; Ord. No. 2007-04, § 1, 4-2-2007; Ord. No. 2007-11, § 2, 10-1-2007; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2008-06, § 2, 2-18-2008; Ord. No. 2008-16, §§ 1, 2, 7-21-2008;

Ord. No. 2008-28, §§ 1, 2, 11-3-2008; Ord. No. 2008-41, § 1, 11-17-2008; Ord. No. 2009-10, § 1, 6-15-2009; Ord. No. 2009-09, §§ 1, 2, 8-3-2009; Ord. No. 2009-25, § 1, 1-4-2010; Ord. No. 2010-11, §§ 1 – 11(exh. A), 4-19-2010; Ord. No. 2010-41, § 1, 1-10-2011; Ord. No. 2011-14, § 1, 4-18-2011; Ord. No. 2011-35, §§ 2, 5(exh. A), 6(exh. A), 12-5-2011; Ord. No. 2011-36, § 2(exh. A), 12-5-2011; Ord. No. 2012-31, § 1(exh. A), 12-3-2012; Ord. No. 2013-09, § 2, 5-6-2013; Ord. No. 2013-45, § 4(exh. A), 12-2-2013; Ord. No. 2014-05, § 2(exh. A), 4-7-2014)

Such a demand is made because it has been deemed that you, the public, once again cannot determine what is being sought. As a result of the mandate, and in the interest of justice, the request is for a special exception of Appendix C – Zoning Ordinance, Section 7.Q.2. Residential Regulation Matrix.

Please state the grounds for the appeal/variance/special exception you are seeking:

In 1993, John Edward Robinson and Ophelia C. Robinson, the owners of 505 Brandywyne, requested a variance from the City of Friendswood to build a carport. The City of Friendswood **granted** the requested variance. The granting of the requested variance in 1993 has been confirmed as true by 2 witnesses who were present at the hearing. One of the two witnesses was a board member of the Property Owner's Association governing the property at 505 Brandywyne and the other witness was a member of the 2015 Zoning Board of Adjustment who was also on the 1993 Zoning Board of Adjustment.

As a result of the variance having been granted, the Robinsons, with the help of neighbors, of whom one was the aforementioned board member of the Property Owner's Association who was present at the meeting in which the variance was granted, and Braun's Roofing, Inc., built the carport to conform with the granted variance in 1993.

After 22 years without incident, it has now been alleged that the City of Friendswood did not grant the variance requested in 1993. In a separate matter before the Zoning Board of Adjustment, it was stated that the records from 1993 could not be located. Despite the unfounded allegation, the variance was granted in 1993, has not been rescinded, and currently remains in effect. Additionally, the member of the 2015 Zoning Board of Adjustment who was also on the 1993 Zoning Board of Adjustment stated on the record that she remembered the variance being granted in 1993. Despite the witness testimony of a then 1993 board member, the filing of a variance request is being required, in part, due to the negligent record keeping of the Community Development Department of the City of Friendswood.

The City of Friendswood Ordinance 84-15 states:

Section 6. - Nonconforming uses, structures, and lots.

A. *Types of Nonconformity.* There are three types of nonconformity as follows: ...

2. *Nonconforming Structure.* Any structure that does not conform to zoning ordinance provisions regulating structures, including but not limited to, the following requirements: lot coverage area, required minimum lot dimensions, front yard, side yard, rear yard, height, parking, landscaping, buffer yards, screening, architectural

design, exterior construction materials or other structural regulations of the district in which it is located. ...

D. *Nonconforming Structures.*

1. It is the intent of this ordinance to permit nonconforming structures to remain but to prohibit any nonconforming structure from being enlarged or altered in a manner which increases its nonconformity. Nonconforming structures can be enlarged or altered, provided the enlargement or alteration itself conforms to current regulations. If the enlarged or altered portion of the structure conforms to current regulations, the existing nonconforming portion of the structure may remain in its existing nonconforming condition.
2. Where a nonconforming structure exists, or where a lawful structure becomes nonconforming by the future adoption or amendment of an ordinance, such structure may continue to exist as long as it remains otherwise lawful, subject to the following provisions:
 - a. *Enlargement.* No such nonconforming structure shall be enlarged or altered in a manner that increases its nonconformity. Nonconforming structures can be enlarged or altered, provided the enlargement or alteration itself conforms to current regulations. If the enlarged or altered portion of the structure conforms to current regulations, the existing nonconforming portion of the structure may remain in its existing nonconforming condition. ...

Even giving the City of Friendswood the benefit of the doubt and assuming that (1) a variance request had not been granted in 1993 and (2) the carport built in 1993 was a nonconforming structure, it is the specific intent of Section 6 of the City of Friendswood's current Ordinance 84-15 to permit nonconforming structures to remain as long as the nonconforming structure is not enlarged or altered in a manner which increases its nonconformity. One can understand why the Zoning Board of Adjustment wants to preclude you, the public, from considering Ordinance 84-15 in this matter. In this case, the carport, which was in existence in 1993 prior to the enactment of Ordinance 84-15 in 1984, has not been enlarged or altered in a manner which increases its nonconformity.

The unsubstantiated allegations about the carport at 505 Brandywyne are contrary to the public interest and do not observe the spirit of Ordinance 84-15 as mandated by said ordinance thereby causing unnecessary hardship and substantially preventing justice.

Alternatively, a permanent De Minimus Exception to Ordinance 84-15 is sought based on the foregoing as the spirit of said ordinance is met with an overriding benefit to the surrounding neighbors and the City of Friendswood and has been so for more than 22 years.

Per the requirement by the Zoning Board of Adjustment, we must now “[seek] a 9 foot variance and a 9 foot special exception to allow a carport to encroach 9 feet into the 25 foot front yard” set back as stated within Appendix C of Ordinance 84-15 in addition to seeking an acknowledgment of the variance granted in 1993; or, alternatively, the carport is to remain as a nonconforming structure in compliance with Section 6 of Ordinance 84-15.

LEGEND * ITEMS THAT MAY APPEAR IN * DRAWING BELOW

M.U.E. = MUNICIPAL UTILITY EASEMENT
U.E. = UTILITY EASEMENT
A.E. = AERIAL EASEMENT
D.E. = DRAINAGE EASEMENT
S.S.E. = SANITARY SEWER EASEMENT
S.T.M.S.E. = STORM SEWER EASEMENT
W.L.E. = WATER LINE EASEMENT

F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
S.I.R. = SET IRON ROD
W.P. = WOODEN POST
M.P. = METAL POST
C.F.# = CLERK'S FILE NUMBER
P.O.B. = POINT OF BEGINNING
B.L. = BUILDING LINE
FND. = FOUND
BRS. = BEARS

P.A.E. = PERMANENT ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
W.S.E. = WATER & SEWER EASEMENT
E.E. = ELECTRIC EASEMENT
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE
P.P. = POWER POLE
S.F.N.F. = SEARCHED FOR, NOT FOUND
U.T.S. = UNABLE TO SET

⊕ CONTROL MONUMENT
— PROPERTY LINE
— EASEMENT LINE
— BUILDING SETBACK LINE
— BUILDING WALL

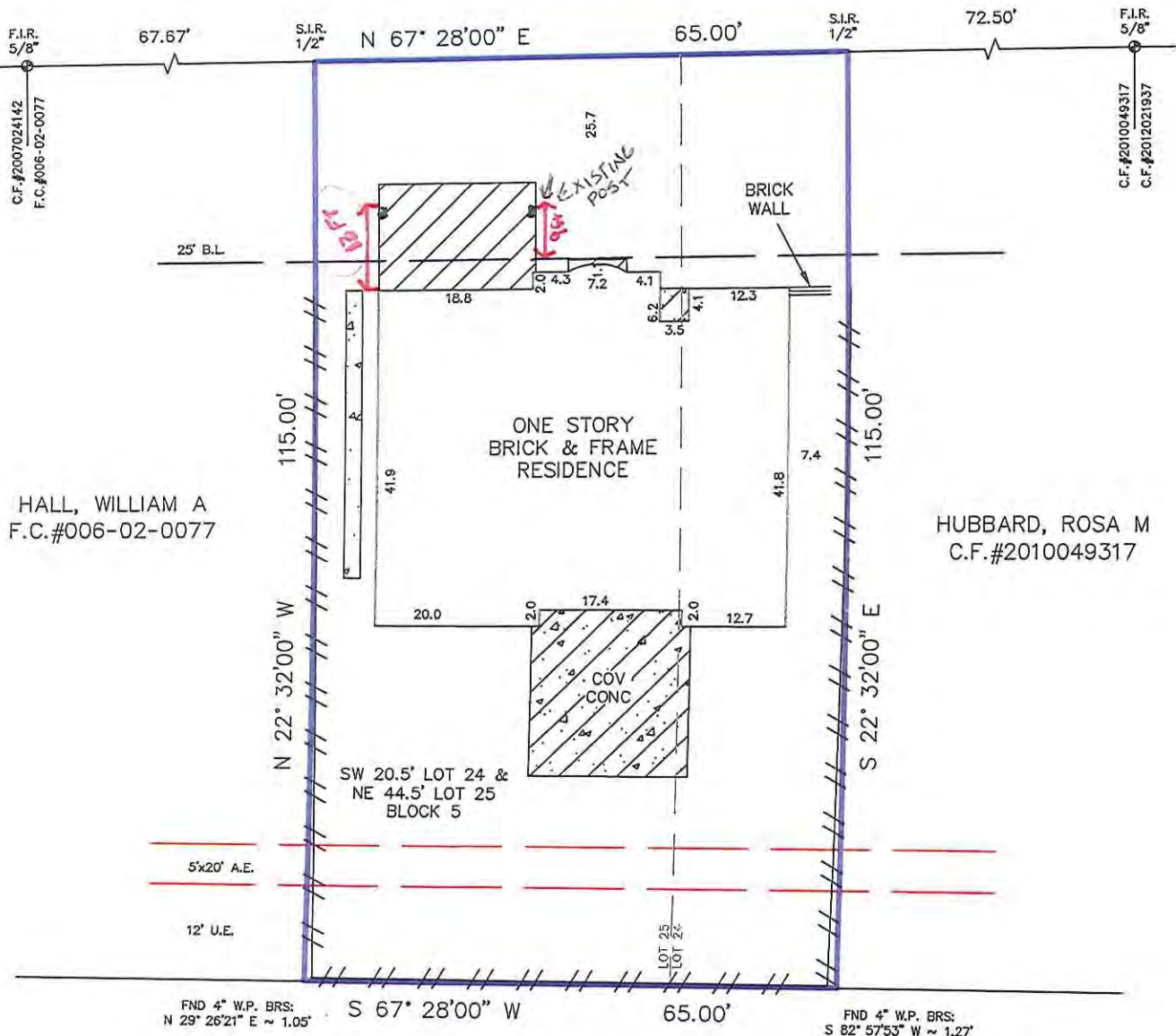
— WOODEN FENCE
— CHAIN LINK FENCE
— METAL FENCE
— WIRE FENCE
— VINYL FENCE

SCALE
1"=20'



505 BRANDYWYNE DRIVE

60' R.O.W.



30' DRAINAGE EASEMENT

DENIED

By FHM
Date 11-02-15

Reviewed & Accepted by: _____ Date _____

NOTES:
- BEARING BASIS: PLAT
- SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS
- SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED PROPERTY
- UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT/COMMITMENT, ADDITIONAL BUILDING SETBACK LINES, EASEMENTS OR RIGHTS-OF-WAY MAY APPLY
- SUBJECT TO ZONING AND BUILDING ORDINANCES ENFORCED BY LOCAL MUNICIPALITIES
- NO PERMANENT ACCESS TO RIGHT-OF-WAY AT TIME OF SURVEY. PROPERTY UNDER CONSTRUCTION

LEGAL DESCRIPTION

THE SOUTHWEST 20.5 FEET OF LOT TWENTY-FOUR (24) AND THE NORTHEAST 44.5 FEET OF LOT TWENTY-FIVE (25), IN BLOCK FIVE (5), OF ANNALEA KINGSPARK, SECTION "B" AND WHITEHALL SECTION "B", A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1616, PAGE 100 AND TRANSFERRED TO PLAT RECORD 1, MAP NO. 15 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

SEAN GRUBBS

ADDRESS

505 BRANDYWYNE DRIVE



I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON (OR ON ATTACHED SHEET), AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN, AND WAS DONE BY ME OR UNDER MY SUPERVISION, AND CONFORMS TO OR EXCEEDS THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

JOB # 1509343

DATE 09/30/2015

GF# 1416744976

PRO-SURV

P.O. BOX 1366, FRIENDSWOOD, TX 77549
PHONE- 281-996-1113 FAX - 281-996-0112
EMAIL: orders@prosurv.net
TBPLS FIRM NO.:10119300

ONLY SURVEY MAPS WITH THE SURVEYOR'S ORIGINAL SIGNATURE ARE GENUINE TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.
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We want a variance for 13' or 9' beyond the 4' mark-

Regular Meeting
Zoning Board of Adjustment
October 26, 1993

Minutes of the Regular Meeting of the Zoning Board of Adjustment of the City of Friendswood which was held at City Hall on October 26, 1993 with the following members present constituting a quorum:

Chairman	William H. Taylor
Regular Member	John Pew
Regular Member	Ann Talbot
Regular Member	Mary Ellen Bellard
Alternate Member	Evelyn Brennan
Alternate Member	Gary Yokum
City Planner	David Hoover
Assistant City Secretary	Linda Thornton

Chairman Taylor called the meeting to order at 7:00 P.M.

Chairman Taylor and Board Members appointed Evelyn Brennan as a Regular Member for this meeting.

Chairman Taylor called the Public Hearing to order to receive public input regarding Mr. & Mrs. John Edward Robinson's request on seeking variance at 505 Brandywyne, Lot 25, Block 5, Whitehall/Annalea/Kingsparks Subdivision, Section B, for carport as built 20' front yard set back requirement 25'. Zoning Ordinance 84-15, Section P.

Discussion followed, with Attorney Jeffrey Raizner of Vinson & Elkins Law Firm representing Mr. and Mrs. John Edward Robinson explaining the request on Medical and Geographical Hardships, Mr. Raizner stated that Mr. Robinson had hip replacement surgery and is prone to slipping and falling. The carport remedies the Medical Hardship, it puts a shelter over the driveway and prevents the hazard of falling and enables Mr. Robinson to walk safely to his vehicle. Geographical Hardship is the size of the lot, 65'x 115' lot, which is a small lot for the City of Friendswood. Without a zoning variance it would be impossible for Mr. Robinson to place a carport onto the property in order to be safe. Mr. Raizner, submitted, Affidavit of John Edward Robinson; Affidavit of Ophelia Coker Robinson; and Medical statement from a Gastroenterologist, Dr. Frieder Wuerth. Mr. Raizner, stated the American Disabilities Act and the Fair Housing Act, as per his interpretation.

Cary B. Haskell at 506 Brandywyne spoke for the variance because of Mr. Robinson's disability and it is an improvement to the property.

Helen Schuck at 508 Brandywyne spoke in reference to the variance. Mrs. Schuck's property has the same dimensions as the Robinson's, although Mrs. Schuck does not object to the Robinson's request, but stated that this does open a can of worms. Mrs. Schuck stated that other people have disabled persons living in the subdivision. Mrs. Schuck's questions was, can I close in my garage and build a carport so I will have more living area and a safe place to enter a vehicle?

Chairman Taylor explained, each case is heard individually.

Harvey Lyson at 500 Brandywyne asked questions about existing carports.

Helen Wreyford at 513 Brandywyne stated that this subdivision does have a Homeowners Association and Deed Restrictions. Mrs. Wreyford stated that she agreed to these Deed Restrictions when she purchased her property and moved in. Mrs. Wreyford's concern is that the subdivision has a Homeowners Association that has set a reasonable set of Deed Restrictions for the homeowners in order to keep the subdivision neat and clean. Why should there be an allowance. Mrs. Wreyford does expect the Homeowners Deed Restrictions to be enforced and if they are not what's the use in having Deed Restrictions.

Roy Schuck at 508 Brandywyne stated if the variance is granted, we need to change the Zoning Ordinance because our subdivision is older and anyone could have one reason or another to build a carport. The rules should apply to everyone.

No further input was received from the Public.

Hearing no further input the public hearing was closed.

The Board Members questioned Mr. Robinson on any modus operandi to his home. He stated that the home had had a two car garage which he had closed-in approximately ten years ago. When ask if the home could be returned to its past configuration, the answer was yes, but would cost money.

- * John Pew made a motion to **deny** the variance at 505 Brandywyne, Whitehall/Annalea/Kingspark Subdivision, for 20' front yard set back for Single Family Residence requirement 25'.

Seconded by Hal Taylor.

Motion approved 4-1. Member Ann Talbot Opposed.

- * Ann Talbot made a motion to approve the minutes of September 28, 1993.

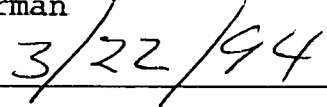
Seconded by Evelyn Brennan

Motion approved unanimously

- * Motion was made and approved to adjourn at 7:45 p. m.


 William H. Taylor
 Chairman

Date



ATTEST:


 Linda Thornton
 Assistant City Secretary

Regular Meeting
Zoning Board of Adjustment
May 23, 1995

Minutes of the Regular Meeting of the Zoning Board of Adjustment of the City of Friendswood which was held at City Hall on May 23, 1995 with the following members present constituting a quorum:

Chairman	William Hal Taylor
Regular Member	Howard Yeager
Regular Member	Gary Yokum
Regular Member	Ann Talbot
Alternate Member	S. Lee Wingate
Alternate Member	Patricia Rosendahl
City Planner	David Hoover
B.O.A. Secretary	Linda Thornton

Chairman Taylor called the meeting to order at 7:00 P.M..

Chairman Taylor appointed Patricia Rosendahl as a Regular Member for this meeting.

Chairman Taylor called the Public Hearing to order to receive public input regarding Tom McKinney's request on seeking a variance at 702 Pine Hollow, Lot 10, Block 2, Section 4, Coward Creek Subdivision, for the placement of an accessory building in the required 25' exterior side yard setback. Zoning Ordinance 84-15, Regulation Matrix for Residential Lots.

Discussion followed with Attorney, T. Ray Cunningham/Law Offices of Daniel C. Conley representing Mr. Tom McKinney and Mr. Tom McKinney, explaining the request.

Mr. Mike Montz, Chairman/Architectural Control Committee, Coward Creek Homeowners Association at 1203 Tall Pines spoke in opposition of the request.

Mr. Charles Yodzis at 411 Falling Leaf asked questions about Deed Restrictions and City Ordinance.

Mr. Gregg L. Upchurch at 704 Pine Hollow spoke for the variance.

Mr. Ed Bouquet at 203 Holly Springs spoke in opposition to the request.

Chairman Taylor called the Public Hearing to order to receive public input regarding Richard Briner's request on seeking a variance at 16638 Bougainvillea, Lot 10, Block 26, Section 6, Forest Bend Subdivision for construction of a screen enclosure 27' x 12' requiring a 5' side setback and 22' rear setback. Zoning Ordinance 84-15, Regulation Matrix.

Discussion followed with Richard Briner explaining that the request is because the lot is a sub-standard size, which creates a hardship.

Chairman Taylor called the Public Hearing to order to receive public input regarding Mr. and Mrs. John Robinson's request on seeking a variance at 505 Brandywyne, Lot 4, Block 5, and 44' of Lot 25, Section B, Whitehall Subdivision, for construction of carport as built 12' into the required 25' front yard setback. Zoning Ordinance 84-15, Regulation Matrix, 7.0.3.

Discussion followed with Contractor, Skeeter Braun and Mr. and Mrs. Robinson explaining the reconstruction request. Mr. Robinson, the homeowner, is physically impaired and bad weather conditions could cause Mr. Robinson to fall, which could create a hardship.

Helen Wreyford at 513 Brandywyne spoke in opposition of the request.

Ann Landers at 509 Brandywyne spoke for the request.

No further input was received from the public.

Hearing no further input the Public Hearing was closed.

- * Howard Yeager made a motion to deny the variance at 702 Pine Hollow Lot 10, Block 2, Section 4, Coward Creek Subdivision, for the placement of an accessory building in the required 25' exterior side yard setback.

Seconded by Ann Talbot

Motion approved unanimously

- * Ann Talbot made a motion to grant the variance at 16638 Bougainvillea Lot 10, Block 26, Section 6, Forest Bend Subdivision, for construction of a screen enclosure 27'x12' requiring a 5' side setback.

Seconded by Howard Yeager

Motion approved unanimously

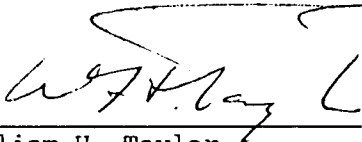
- * Ann Talbot made a motion to deny the variance at 505 Brandywyne, Lot 4, Block 25, Section B, Whitehall Subdivision, for construction of carport as built 12' into the required 25' front yard setback.

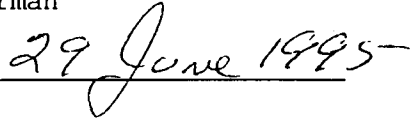
Seconded by Gary Yokum.

Motion approved 4-1, Howard Yeager abstained.

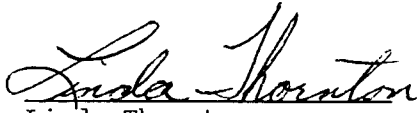
* Gary Yokum made a motion to approve the minutes of April 25, 1995.
 Seconded by Ann Talbot
 Motion approved Unanimously

* Motion was made and approved to adjourn at 9:05 p.m..


 William H. Taylor
 Chairman


 Date

ATTEST:


 Linda Thornton
 Assistant City Secretary
 and B.O.A. Secretary

NOTE: Following the meeting of the Friendswood Zoning Board of Adjustment, on May 23, 1995, there was a review by the City Attorney, Mr. John Olson and the Board Chairman, Mr. William H. Taylor of the residential districts regulation matrix and section 7 paragraph Q-3 "Area and Height exceptions". It was determined that the exceptions did allow the placement of Mr. Tom McKinney's accessory building so long as it was located not less than 5 feet from any side property line and not less than 10 feet from the rear property line.

Mr. McKinney has been informed of this decision.



ZONING BOARD OF ADJUSTMENT

MINUTES OF A
REGULAR MEETING HELD
TUESDAY, NOVEMBER 17, 2015 AT 7:00 PM

CITY HALL COUNCIL CHAMBERS
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS

1. The meeting was called to order at 7:00 pm with the following people in attendance:

Vice Chairman Ron Dyer
Regular Member Delvin Kendrick
Alternate Member Glenn Mintz
City Attorney Arnold Polanco
Planning Manager/PIO Nick Haby

Regular Member Steve Knis
Alternate Member Linda Thornton
Building Official Frank Manigold
Board Secretary/City Planner Aubrey Harbin

Absent: Chairman Greg Hughes, Regular Member David O'Brien III, Alternate Member Glen Grayban

2. Arnold Polanco, City Attorney, gave a presentation to the Board explaining their duties and responsibilities as defined by both local and state law.

Vice Chairman Ron Dyer explained the procedure for the meeting and swore in everyone who would be speaking in regards to the request and public hearing. He explained that in order to be approved, an item must have four votes.

3. The Board conducted a public hearing to consider a request to allow a carport to encroach the front building line by 9 feet at 505 Brandywyne Dr., also known as the southwest 20.5 feet of lot twenty-four (24) and the northeast 44.5 feet of lot twenty-five (25), in Block Five (5), of Annalea Kingspark, Section "B" and Whitehall Section "b", A subdivision in Friendswood, Galveston County, Texas, according to the map or plat thereof recorded in Volume 1616, Page 100 and transferred to plat record 1, Map No. 15 of the Map Records of Galveston County, Texas:

A. Staff Presentation

Frank Manigold, Building Official/Deputy Director of Community Development, explained that a Code Enforcement Officer stopped work at this location because the contractor was working without a permit. Plans were submitted for a permit and during the plan review process, there was a discrepancy on the site plan regarding the front and rear patio and the carport. The existing carport with a flat roof was removed by the contractor a new one was constructed without approved plans or permits. This has been ongoing since May, and in

October a survey of the property was received which showed the new structure encroaching 9 feet.

B. Applicant Presentation

Christine Grubbs, stated that she hired a contractor and that he said he obtained a permit to do the work. She left the country and came back to the addition of the carport being a problem. The contractor said that he was allowed to replace existing posts. He never picked up the approved plans.

C. Public Comments

Kary Haskel, Friendswood, stated that he knew the previous owner. The previous agreement in 1989 was to move posts back to where they are now. He is excited about the improvement to the property and wants it to be finished. He asked that Board allow it and stated that he is not sure why it's a problem.

The public hearing was closed at 7:20pm.

D. Consideration of Evidence by Board

Knis confirmed with the owner that she was planning to live in the house and also asked Frank Manigold to confirm that the house meets the required 25-foot front building setback. Both statements were confirmed. He also inquired as to whether or not the owner needed the garage. She explained that the garage had already been converted to living space. Knis stated that he was clarifying any needs related to medical necessity, etc.

Dyer verified that the posts are in the same location as the previous carport.

Frank another representative contracted Frank in August to help resolve the outstanding issues with the permit. The initial permit was a remodel permit for the interior of the house.

Thornton stated that she remembered the previous owner being required to shorten the carport because this same request was denied in 1989.

Dyer stated that there are no other houses with carports built on to the front of the house in this way.

Grubbs stated that the HOA approved the plans.

- 1) A variance from Appendix C - Zoning Ordinance, Section 7.Q.2.
Motion to approve the variance of a 9-foot encroachment: Knis
Second: Mintz
Vote: 1-4 (Dyer, Kendrick, Knis, Thornton opposed) **Motion Failed**
- 2) A special exception to Appendix C - Zoning Ordinance, Section 7.Q.2.

No action.

- 3) An appeal to Appendix C - Zoning Ordinance, Section 7.Q.2.
No action.

4. Consideration and possible action regarding approval of minutes for the:

- A. **October 27, 2015 regular meeting**
Motion to approve with one correction: Kendrick
Second: Knis
Vote: 5-0 (unanimous) **Motion Carried**

5. Comments from Board Members

Vice Chairman Dyer stated that a couple of years ago, he brought up the idea of alternating alternate members to be able to act as regular members occasionally or for a period of time. He asked staff to research if that would be a possibility.

8. Staff and/or Council or Board Liaison Reports

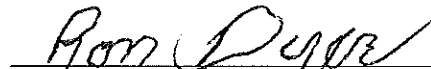
Councilman Jim Hill reported that a recent tornado did quite a bit of damage and the City has assisted in cleaning up most of the debris.

9. The meeting adjourned at 7:52pm.

Respectfully submitted by:


Aubrey Harbin, City Planner

Approved by:


~~Greg Hughes, Chairman~~
Ron Dyer, Vice Chairman



ZONING BOARD OF ADJUSTMENT

MINUTES OF A
REGULAR MEETING HELD
TUESDAY, FEBRUARY 27, 2018 AT 7:00 PM

CITY HALL COUNCIL CHAMBERS
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS

1. The meeting was called to order at 7:03 pm with the following people in attendance:

Chairman Greg Hughes
Alternate Member Glen Grayban
Alternate Member Linda Thornton
Brian Rouane, Building Official
Jim Hill, City Council Liaison

Regular Member Ron Dyer
Alternate Member Glenn Mintz
Mary K. Fischer, City Attorney
Becky Summers, Dev. Coordinator

Alternate members present: Mike Czarowitz

Absent: O'Brien

Chairman Hughes explained the procedure of the meeting and explained that 4 out of 5 votes are required in order for a request to be approved. He stated that if a request is not granted, the applicant has 10 days to file an appeal to Galveston County. Hughes administered an oath to everyone who would be speaking during the meeting.

2. The Board will conduct a public hearing and consider a request for a variance **to encroach 5 feet into the required 30 foot front yard** on the property located at **406 Independence Drive**, Block 1, Lot 9, Heritage Estates Section 1 Subdivision, Friendswood, Galveston County, Texas:

Brian Rouane, Building Official, explained the homeowner would be demolishing the existing home and rebuilding. He stated the new home would be elevated and the entry stairs up into the home would extend past the front building line on the recorded plat.

Larry & Donna Musick, applicants, said the new home would sit on the existing under-slab piers since they were undamaged in the flood. Mr. Musick said he did not want to move the house further back because it would mean removing a large, oak tree. He said the house sits far back from the curb due to the large right-of-way. Mrs. Musick said the new home only needed to be elevated about 2-feet but after going through Hurricane Harvey she did not want to experience that again. She said the new home would be 4-feet elevated and they needed the stairs to access the home.

Several of the Musick's neighbors spoke in favor of the variance; Jill Groeschel, Mike Mendenhall, Morgan Hill.

Dyer asked if the footprint of the house would be the same. Rouane answered it would be.

Motion to approve: Dyer

Second: Thornton

Vote: 5-0 (unanimous)

Motion Passed

Chairman Hughes read the fact finding sheet and the Board took another vote of 5-0 unanimous.

3. The Board will conduct a public hearing and consider a request for a variance **to encroach 9 feet into the required 25 foot front yard** on the property located at **505 Brandywyne Drive**, SW 20.5 feet of Lot 24 & NE 44.5 feet of Lot 25 (25-1) Block 5 Annalea Kingspark Section B & Whitehall Section B, Friendswood, Galveston County, Texas:

Rouane stated the applicant was requesting to keep a carport that encroached the front building line by 9-feet. He said the applicant and structure were the same from a 2015 variance request that had been denied. He explained the Building Department issued a stop work order when the structure was being built without proper approval. Rouane showed photos of the original carport, the new carport under construction, and the carport completed after the variance was denied.

The applicant was not present. Hughes consulted the City Attorney whether to move forward with the agenda item. The meeting proceeded.

Carey Haskell/neighbor spoke in favor of the variance. He said he had lived there since 1982 and was present for the previous owner's request for a variance in the 1990s. He said the new carport is a significant improvement.

Hughes asked if the old carport variance was the same situation. Rouane stated it was the same situation, a similar structure but a different owner/applicant.

Dyer asked if the current applicant appealed the 2015 denial to which Rouane said the owner did not file an appeal of the Board's decision. Dyer asked what action the City has taken. Rouane said Code Enforcement has been issuing citations but they have yet to go to court.

Dyer clarified the structure was completed after the Board denied the variance. Rouane said the structure was finished without any City inspections.

Motion to approve: Dyer

Second: Thornton

Vote: 0-5 (unanimous)

Motion Failed

Hughes read the fact finding sheet and the Board voted again 0-5 unanimous.

4. The Board will conduct a public hearing and consider a request for a special exception **to encroach 9 feet into the required 25 foot front yard** on the property located at **505 Brandywyne Drive**, SW 20.5 feet of Lot 24 & NE 44.5 feet of Lot 25 (25-1) Block 5

Annalea Kingspark Section B & Whitehall Section B, Friendswood, Galveston County, Texas:

Rouane read the definition of a de minimus exception and stated the structure was encroaching the setback by 36%. Dyer said he did not believe more than one-third encroachment to be de minimus.

Motion to approve: Dyer

Hughes stated he construed the motion to include the prerequisites for finding a special exception.

Second: Mintz

Vote: 0-5 (unanimous)

Motion Failed

Hughes stated he noticed a request for an appeal in the application but it was not on the agenda. He explained an appeal was to appeal the decision of a city official that was disfactually wrong.

Motion to approve appeal: Dyer

Second: Thornton

Vote: 0-5 (unanimous)

Motion Failed

5. Consideration and possible action regarding approval of minutes for the:
A. **February 6, 2018 special meeting**

Hughes read the minutes aloud then took a vote.

Motion to approve: Thornton

Second: Dyer

Vote: 5-0 (unanimous)

Motion Passed

6. Comments from Board Members
No comments.

7. Staff and/or Council or Board Liaison Reports

Councilman Hill said it was refreshing to see people who've been through so much willing to reinvest in Friendswood and rebuild their homes.

Hughes suggested Council pass a blanket rule for elevated homes to encroach the building line with stairs.

8. The meeting was adjourned at 7:44pm.

Motion to adjourn: Dyer

Second: Mintz

Vote: 5-0 (unanimous)

Motion Passed

Respectfully submitted by:

Approved by:

Becky Summers, Development Coordinator

Greg Hughes, Chairman

REGULATION MATRIX - RESIDENTIAL DISTRICTS

Circled letters (letters in parentheses) refer to paragraphs in section 7-Q.3

	Units per Acre	Lot Area Minimum Square Feet	Lot Width	Yards - Minimum Feet					Height Maximum Feet (b and e)	Parking Requirement Unit	Zero Lot Lines Y or N	Maximum Lot Coverage	
				Front			Side	Rear (a)					
				Interior (d)		Exterior (Corner Lot)							
				Backing Up to an Abutting Side Yard	Backing Up to an Abutting Rear Yard								
SFR Single Family Residential	2.7	11,600	<u>90</u> A	<u>25</u> B	<u>25</u>	10 F	<u>25</u> A	<u>20</u> C	40	K	No	35%	
SFR Single Family Residential	2.7	15,600	120 A	<u>25</u> B	<u>25</u>	10	<u>25</u> B	<u>20</u> C	40	K	No	35%	
SFR - E Single Family Residential Estate	0.5	87,120	150 A	75	<u>25</u>	<u>25</u>	35	35	40	K	No	<u>20</u>	
MFR - L Multi Family - Low	6 G	7,260 G	45 G	<u>25</u> B	<u>25</u>	10 E, I	<u>25</u> B	<u>20</u> C	40	K	No	<u>50</u>	

MFR - M Multi Family - Medium	9	—	—	<u>25</u> B	0	10 E, I	<u>25</u> B	<u>20</u> C	40	K	No	<u>50</u>
MFR - H Multi Family - High	12	—	—	<u>25</u> B	0	10 E, I	<u>25</u> B	<u>20</u> C	40	K	No	<u>50</u>
MHR Mobile Home	10	—	—	<u>25</u> B	<u>25</u>	10 I	<u>30</u>	<u>25</u> B	<u>20</u>	K	No	<u>50</u>
A I	—	—	—	<u>25</u> B	<u>25</u>	10 I	<u>25</u> B	<u>20</u> C	40	K	No	10%
MFR-GHD Garden Home District	6	6,000	60	<u>20</u> B, H	<u>20</u>	0 D, J	5 B, H	4 C, H	40	K	Yes D	<u>50</u>

A. Lots of less than 120 feet wide require curbs. Lots 120 feet wide or greater may use open ditches.

B. Thirty-five feet on thoroughfares.

C. Twenty-five feet on thoroughfares.

D. Zero set-back on side only, minimum five-foot separation between buildings.

E. Ten foot minimum separation between buildings.

F. Lots currently in existence with less than 90 feet of width that have structures already built upon them may continue with the same existing set back for additions provided they are not less than a minimum of five feet.

G. Developer must elect either units per acre or lot area. Two family residential units on two lots are required when lot area is elected.

H. Front yard and exterior side yard setbacks shall be measured from the edge of the street ROW or the edge of the Drainage Utility/Access easement (if streets are private) whichever is greater.

I. Twenty-five feet when abutting land zoned single-family residential (SFR) district.

J. Ten feet when abutting land zoned anything other than MFR - GHD (Garden Home District).

K. Parking is required in accordance with the Parking Group Table in the Design Criteria Manual.

3.

Area and height exceptions.

a.

Unattached accessory buildings or structures less than 25 feet in height, as measured from the adjacent grade to the highest point of any portion of such building or structure, may be located in required rear or side yards within residential districts, provided they are set back not less than five feet from any interior side lot line, 20 feet from any side lot line adjacent to a side street, and ten feet from any rear lot line.

b.

A building structure may not exceed 40 feet in height measured from the minimum habitable floor elevation; provided, however, that:

1.

Buildings or structures in Community Shopping Center (CSC), Neighborhood Commercial (NC), Office Park (OPD), Light Industrial (LI), Industrial (I), Business Park (BP) districts may exceed 40 feet in height when:

a.

The building setback from the nearest property line is equal to the building height. Further, the building or structure shall fit under an imaginary line that is not greater than 45.0 degrees at the property line from a horizontal line established at the minimum habitable floor elevation. Provided, however, no building or structure on property adjacent to a residential zone shall have a height that exceeds 50 feet unless a specific use permit shall have been granted therefore in accordance with subsection 9.G. of this appendix.

b.

Buildings or structures of 40 feet or less in height shall meet the setback requirements as defined in this appendix.

2.

Exceptions: Structures located within a General PUD or PUD-Mixed Use shall be exempt from the height limitations contained herein. Height limitations for buildings or structures located within a General PUD or PUD-Mixed Use application will be as established in the Ordinance authorizing and approving the Planned Unit Development.

3.

The maximum height allowed for structures within the Downtown District (DD) is 70 feet as measured in accordance with the method prescribed in [Section 20](#), Definitions, subsection OO, Height.

c.

Interior side yards shall not be required for abutting properties in the same zoning district if both properties are developed as a unit under a common development plan.

d.

When individual attached townhouses or condominiums are to be sold separately, there shall be no minimum lot area requirements provided that the total land area of the project, including the land on which the units are located and the land held in common ownership by the unit owners, is equal to the total minimum land area required per dwelling unit or lot in the district in which the project is located.

e.

The height regulations of this section shall not apply to belfries, chimneys, church spires, conveyors, cooling towers, elevator bulkheads, fire towers, storage towers, flagpoles, monuments, ornamental towers or spires, cranes, construction equipment, smokestacks, stage towers and scenery lofts, tanks, water towers, ham radio and television antennas, microwave relay, radio and television transmission towers and items similar to those listed herein. The total combined maximum height for these items and the structure is 50 feet overall height, measured from the first finished floor to the highest point, unless otherwise approved by the planning and zoning commission.

f.

Minimum front yard setbacks for lots with predominant frontage on the curved radius of a cul-de-sac shall be 15 feet.



City of Friendswood

Community Development Department

910 S. Friendswood Drive

Friendswood, Texas 77546-4856

May 3, 2018

TO WHOM IT MAY CONCERN:

In accordance with State and Local Zoning Law, all owners of land within two hundred feet of any property being considered for an appeal, variance, or a special exception must be afforded an opportunity to address the subject at a public meeting held for this purpose.

You are hereby notified that the **Friendswood Zoning Board of Adjustment** will hold a Public Hearing to consider a request that may be of interest to you.

PROPERTY OWNER: Christine Audibert

LOCATION OF PROPERTY: 505 Brandywyne Drive
SW 20.5 feet of Lot 24 & NE 44.5 feet of Lot 25 (25-1)
Block 5 Annalea Kingspark Section B & Whitehall Section
B, Friendswood, Texas, Galveston County

REQUEST 1: Consideration for a Variance from Appendix C, Zoning Ordinance Section 7.A.1. and Section 7.Q.2 Regulation Matrix – Residential Districts, to allow a carport to encroach 9 feet into the required 25-foot front yard set back

REQUEST 2: Consideration for a Permanent de Minimus Special Exception from Appendix C, Zoning Ordinance Section 7.A.1 and Section 7.Q.2. Regulation Matrix – Residential Districts, to allow a carport to encroach 9 feet into the required 25-foot front yard set back

The Public Hearing will be held at
Friendswood City Hall, Council Chambers, 910 S. Friendswood Drive
Friendswood, Texas

PUBLIC HEARING DATE: May 15, 2018

PUBLIC HEARING TIME: 7:00 PM

Documentation will be available online 72 hours prior to the meeting.

www.ci.friendswood.tx.us

Documents are currently available for viewing at City Hall in the
Community Development Department - 2nd Floor, 910 S. Friendswood Dr., Friendswood, Texas

Staff contact: Becky Summers, Development Coordinator
281-996-3290 or Email: bsummers@friendswood.com