



NOTICE OF A MEETING

(In compliance with Sec. 551.041, Et. Seq., Tex. Gov't. Code)

NOTICE is hereby given that the City of Jersey Village Planning and Zoning Commission will hold a meeting on July 11, 2022 at 6:00 p.m. at the Civic Center Meeting Room, 16327 Lakeview Drive, Jersey Village, Texas 77040. The City of Jersey Village Planning and Zoning Commission reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

A quorum of the City of Jersey Village City Council may be in attendance at this meeting.

ITEM(S) to be discussed and acted upon by the Commission are listed on the attached agenda.

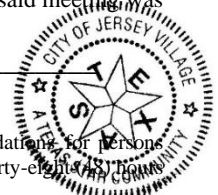
AGENDA

- A. Open Meeting. Call the meeting to order and the roll of appointed officers will be taken. *Rick Faircloth, Chairperson*
- B. **CITIZENS' COMMENTS** - Any person who desires to address the Planning and Zoning Commission regarding an item on the agenda will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and Commissioners are not allowed to discuss the subject. Each person is limited to five (5) minutes for comments to the Planning and Zoning Commission. *Rick Faircloth, Chair*
- C. Consider approval of the minutes for the meeting held on June 15, 2022. *Lorri Coody, City Secretary*
- D. Discuss and take appropriate action concerning the application request of Reese Brown, filed on behalf of Miramont Interests, LC, for a specific use permit to allow the operation of child day-care on the 1.43-acre tract of land located at 8630 Jones Road, Jersey Village, TX 77065 within the city limits in zoning District F and, if appropriate, prepare for presentation to Council on July 18, 2022, a Preliminary Report in connection with any recommendations. *Evan Duvall, Building Official Representative*
- E. Discuss and take appropriate action concerning a review of the City's Code of Ordinances in order to identify code amendments needed to ensure that the codes conform with the goals and objects established by the City's Comprehensive Plan. *Evan Duvall, Building Official Representative*
- F. Adjourn

CERTIFICATION

I, the undersigned authority, do hereby certify in accordance with the Texas Open Meeting Act, the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at City Hall, 16327 Lakeview, Jersey Village, TX 77040, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: July 7, 2022 at 11:00 a.m. and remained so posted until said meeting was convened.

Lorri Coody, City Secretary



In compliance with the Americans with Disabilities Act, the City of Jersey Village will provide for reasonable accommodations for persons attending City Council meetings. Request for accommodations must be made to the City Secretary by calling 713 466-2102 forty-eight (48) hours prior to the meetings. Agendas are posted on the Internet Website at www.jerseyvillagetx.com

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

B. CITIZENS' COMMENTS - Any person who desires to address the Planning and Zoning Commission regarding an item on the agenda will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and Commissioners are not allowed to discuss the subject. Each person is limited to five (5) minutes for comments to the Planning and Zoning Commission.

**MINUTES OF THE MEETING OF THE JERSEY VILLAGE
PLANNING AND ZONING COMMISSION**

June 15, 2022 – 6:00 p.m.

THE PLANNING AND ZONING COMMISSION MET ON JUNE 15, 2022, AT 6:00 P.M. IN THE CIVIC CENTER MEETING ROOM, 16327 LAKEVIEW DRIVE, JERSEY VILLAGE, TEXAS.

A. The meeting was called to order in at 6:05 p.m. and the roll of appointed officers was taken. Commissioners present were:

Rick Faircloth, Chairman	Charles A. Butler, III, Commissioner
Eric Henao, Commissioner	Ty Camp, Commissioner
Courtney Standlee, Commissioner	Ashley Brown, Commissioner

Council Liaison, Drew Wasson, was present at this meeting.

Staff in attendance: Austin Bless, City Manager; Lorri Coody, City Secretary, Evan Duvall, Building Official Representative; and Robert Basford, Assistant City Manager.

Commissioner Debra Mergel was not present at this meeting. City Attorney, Justin Pruitt, was not present at this meeting.

B. CITIZENS' COMMENTS - Any person who desires to address the Planning and Zoning Commission regarding an item on the agenda will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the comment is on the agenda, the City staff and Commissioners are not allowed to discuss the subject. Each person is limited to five (5) minutes for comments to the Planning and Zoning Commission.

There were no Citizen's Comments.

C. Election of a vice-chairperson for the unexpired term ending September 30, 2022.

Chairman Faircloth presented the item. Background information is as follows:

In accordance with the City of Jersey Village Code of Ordinance Section 14-21(b) the commission shall elect a chairperson and vice-chairperson at the first regularly scheduled meeting after the October appointments who shall serve for a period of one year.

According to October 25, 2021, meeting minutes, Rick Faircloth was elected to a one-year term as chairperson, beginning October 1, 2021, and ending September 30, 2022; and Jennifer McCrea was elected to a one-year term as vice-chairperson, beginning October 1, 2021 and ending September 30, 2022.

Given that Jennifer McCrea was elected to serve in Place 5 on the City Council on May 7, 2022, she has resigned her position on the Commission. Accordingly, this item is to elect a new vice-chairperson to complete the unexpired term ending September 30, 2022.

Chairman Faircloth called for nominations to fill the position of Vice-Chairperson. Commissioner Henao nominated Commissioner Eric Henao. Commissioner Camp seconded the nomination. The vote follows:

Ayes: Committee Members Camp, Henao, Standlee, Butler and Brown
Chairman Faircloth.

Nays: None

The nomination carried.

D. Consider approval of the minutes for the meeting held on April 18, 2022.

Commissioner Henao moved to approve the minutes for the meeting held on April 18, 2022. Commissioner Butler seconded the motion. The vote follows:

Ayes: Committee Members Camp, Henao, Standlee, Butler and Brown
Chairman Faircloth.

Nays: None

The motion carried.

E. Discuss and take appropriate action concerning amendments to the Alternative Comprehensive Signage Plan in accordance with Section 14-261 of the Jersey Village Code of Ordinances for the Northwest Village Shopping Center located at 17484 Northwest Freeway, Jersey Village, Texas.

Building Representative Evan Duvall introduced the item. Background information is as follows:

Section 14-261 of the Code of Ordinances grants the Planning and Zoning Commission authority to approve a comprehensive signage plan, which is alternative to strict compliance with the various sign requirements, if the commission finds that such plan provides a harmonious benefit to the development of the city.

In accordance with Section 14-261 of the Code of Ordinances, the Planning and Zoning Commission approved an Alternative Comprehensive Signage Plan for the Northwest Village Shopping Center in 2001. Background information on amendments to this plan is as follows:

The 2001 plan was amended by the Planning and Zoning Commission on October 24, 2013 and again on May 12, 2014. After the approval of the May 12, 2014 amendments, it was learned that page 2 of Exhibit B reflecting information regarding ground signs was omitted. Therefore, the Comprehensive Signage Plan finally approved by this Commission on May 12, 2014 was not complete as approved. Since it was the intent of this Commission on May 12, 2014 that the omitted page 2 of Exhibit B regarding ground signs be included, the Commission, on April 11, 2016 corrected the Alternative Comprehensive Signage Plan for the Northwest Village Shopping Center by including the omitted page 2 of Exhibit B. The 2014 Plan was amended on January 8, 2018.

This item is to consider an amendment to the plan to provide an alternative sign package for a marquee sign at this shopping center.

Mr. Duvall gave a summary of the information for this request. He told the Commission that the request is to amend the existing plan to add a tower sign. He explained the location of the sign. He stated that, based upon the Ordinance, the Commission can approve this plan as long as it is a harmonious addition to the City.

The Commission engaged in discussion. There were questions about the sign to make sure it was not flashing or rolling. Mr. Duval explained that the sign will be static and not violate any of the signage

rules. Mr. Duval has been working with the applicant for quite some time. There were questions by the Commission about the proposed sign. Mr. Duval stated that the sign will be like an old movie type sign.

The applicant's agent, Will Bowerman, presented photos of what the proposed sign will look like.

The Commission discussed sign lumens and the height of the sign. It was noted that it is 12 feet above the existing structure. The location was discussed again and the need to have this sign to draw customers into this area of the shopping center.

The proposed tenant was discussed. Mr. Bowman stated that they are trying to get a large furniture store into the center. The location is where the old Minuteman store used to be. The store frontage in this area of the shopping center is limited.

Other signs on the property were discussed. The lights on the top of the proposed sign were discussed. There was concern about blinding lights on the townhomes located nearby. Mr. Bowerman explained that the lights are focused down and not out and they are on a timer that will turn them on at dark. Mr. Duvall stated that the lighting will be on the front of the sign shining on the shopping center and not shining from the back. Mr. Bowerman showed a picture of how the lights will look at night.

Some members wondered if the new tenant would want to change this proposal. Mr. Bowerman stated that the lease will be conditioned upon what is presented this evening.

The foot lumens were discussed and if there will be other tenants that need to be considered. Mr. Bowerman stated that this is the only tenant to have this type of tower sign.

The uniformity with the existing signage at the center was discussed. The site layout, Exhibit B, was reviewed, noting the different levels of signage.

With no further discussion on the matter, Commissioner Camp moved to approve the requested amendments to the Alternative Comprehensive Signage Plan in accordance with Section 14-261 of the Jersey Village Code of Ordinances for the Northwest Village Shopping Center located at 17484 Northwest Freeway, Jersey Village, Texas. Commissioner Butler seconded the motion. The vote follows:

Ayes: Committee Members Camp, Henao, Standlee, Butler and Brown
Chairman Faircloth.

Nays: None

The motion carried.

A copy of the Approved Alternative Comprehensive Signage Plan is attached to and made a part of these minutes as Exhibit A.

- F. Discuss and take appropriate action concerning amendments to the Jersey Village Code of Ordinances by amending Chapter 14 “Building And Development”, Article I “General”, Section 14-5 “Definitions” by adding definitions for certain uses; by amending Chapter 14, Article IV, Section 14-109.1(a) to include additional uses in Zone J-1; providing a severability clause; providing for repeal; providing a penalty as provided by Section 1-8 of the Code; and providing an effective date.**

City Manager, Austin Bless, introduced the item. Background information is as follows:

One of the goals in the Comprehensive Plan is to “Encourage quality Community-orientated Retail and Restaurants”, “Encourage quality Community-orientated Entertainment”, to update city codes to conform to the Comprehensive Plan, and to “Review existing development codes to identify incompatibility with the vision and desired uses (higher quality restaurants, services, and entertainment), and to protect residential neighborhoods.”

To that end staff is reviewing some of the codes in our ordinance. While a full look at the ordinance is necessary, staff feels there are some intermediary amendments the Commission should review.

We have recently seen a number of CBD stores looking to locate in Jersey Village. As such we wanted to bring a change to the Commission to see if the Commission would want to limit where these type businesses might locate within the City.

By state law we cannot require a specific use permit, but we can regulate them to certain locations. This ordinance would require them to be in District J-1, which is along the US HWY 290 frontage and is in the same zone as pawn shops.

The Commission engaged in discussion. The location of District J-1 was discussed, and the existing businesses currently located in this District.

The existing CBD shops were discussed. There are currently three (3) in the City limits and they would be grandfathered until they change their use.

Mr. Duvall stated that this is a needed amendment so that when businesses of this type come into the City it is clear where they are to be located.

With no further discussion on the matter, Commissioner Camp moved to preliminary recommend that City Council make amendments to the Jersey Village Code of Ordinances at Chapter 14 “Building And Development”, Article I “General”, Section 14-5 “Definitions” by adding definitions for certain uses and amendments to Chapter 14, Article IV, Section 14-109.1(a) to include additional uses in Zone J-1. Commissioner Butler seconded the motion. The vote follows:

Ayes: Committee Members Camp, Henao, Standlee, Butler and Brown
Chairman Faircloth.

Nays: None

The motion carried.

A copy of the Commission’s Preliminary Report is attached to and made a part of these minutes as Exhibit B.

G. Adjourn

There being no further business on the agenda the meeting was adjourned at 6:37 p.m.



Lorri Coody, City Secretary

EXHIBIT A

Planning and Zoning Commission Minutes

June 15, 2022

NW Village Shopping Center

Alternative Comprehensive Signage Plan



**CITY OF JERSEY VILLAGE – PLANNING & ZONING COMMISSION
ALTERNATIVE COMPREHENSIVE SIGNAGE PLAN
NORTHWEST VILLAGE SHOPPING CENTER
17484 NORTHWEST FREEWAY, JERSEY VILLAGE, TEXAS**

The Planning and Zoning Commission has met in order to review the request of Gordon NW Village, LP for amendments to the Alternative Comprehensive Signage Plan in accordance with Section 14-261 of the Jersey Village Code of Ordinances for the Northwest Village Shopping Center located at 17484 Northwest Freeway, Jersey Village, Texas.

After review and discussion, the Commissioners find that the requested amendments to the plan provide a harmonious benefit to the development of the City consistent with the requirements of Section 14-261 of the City’s Code.

Accordingly, the Commission approves the request of Gordon NW Village, LP for amendments to the Alternative Comprehensive Signage Plan for the NW Village Shopping Center.

The approved plan is more specifically detailed in the attached Exhibit “A.”

Signed and approved this the 15th day of June 2022.

s/Rick Faircloth, Chairman

ATTEST:

s/Lorri Coody, City Secretary



DRAFT

**Exhibit A
Planning and Zoning Recommendation
Alternative Comprehensive Signage Plan
NW Village Shopping Center
June 15, 2022**

EXTERIOR SIGNAGE AT NORTHWEST VILLAGE SHOPPING CENTER

BUILDING ZONES: B, C, D, F, H, & J (REFER TO EXHIBIT "A")

1. Proposed signage shall be in conformance with the city of Jersey Village sign ordinance No. 2000-16 including any amendments, except the following shall be allowed.
2. Further restrictions to all new signs after the date of approval of this document shall be:
 - a) For Tenants less than 3,000 square feet, maximum nominal letter height is 26".
 - b) For Tenants greater than 3,000 square feet, maximum nominal letter height is 32".
 - c) For Tenants greater than 6,000 square feet, maximum nominal letter height is 36".
 - d) Tenant logos are allowed. Maximum height is 42"
 - e) All wire ways shall be entirely concealed behind the required silhouette background border.
 - f) All signs shall have shopping center owner written approval prior to city sign permit review.
 - g) Tenant spaces located on the end cap of buildings, or on a corner that has storefront facing two directions are permitted to have a total of two signs (one sign facing each direction).
 - h) The location of the Tenant sign shall be based on a sign zone provided by Landlord. The sign zone will typically be located directly above the Tenant's storefront, however in certain situations (for ideal spacing between signs or to fit the architecture of the building), sign zones are permitted to impede over an adjacent storefront.
3. Tenants that are currently in non-conformance with the current sign code and this proposed document at the time of approval shall be "grandfathered" and not required to change their sign unless required by and at the expense of Landlord.

BUILDING ZONES: A, C, E, G & I (REFER TO EXHIBIT "A")

1. Proposed signage shall be in conformance with the city of Jersey Village sign ordinance 2000-16 including any amendments, except that the following shall be allowed:
 - a) For wall signs, the maximum nominal letter height of individual letters as follows:

Tenants over 6,000 square feet:	36" and maximum coverage shall not exceed 42% of wall area
Tenants over 9,000 square feet:	42" and maximum coverage shall not exceed 34% of wall area.
Tenants over 15,000 square feet:	48" and maximum coverage shall not exceed 25% of wall area.
Tenants over 20,000 square feet	56" and maximum coverage shall not exceed 25% of wall area.
 - b) Tenant logos are allowed. Maximum height as follows:

42" for Tenants over 6,000 square feet
48" for Tenants over 12,000 square feet
54" for Tenants over 20,000 square feet
 - c) Letters/logo may be individually mounted or wire way mounted. If installation is on wire way, all wire ways shall be entirely concealed behind the required silhouette background border.
 - d) All signs shall have shopping center owner written approval prior to city sign permit review.
 - e) Tenant spaces located on the end cap of buildings, or on a corner that has storefront facing two directions are permitted to have a total of two signs (one sign facing each direction)
 - f) The location of the Tenant sign shall be based on a sign zone provided by Landlord. The sign zone will typically be located directly above the Tenant's storefront, however in certain situations (for ideal spacing between signs or to fit the architecture of the building), sign zones are permitted to impede over an adjacent storefront.
2. Tenants that are currently in non-conformance with the current sign code and this proposed document at the time of approval shall be "grandfathered" and not required to change their sign unless required by and at the expense of Landlord.

BUILDING ZONES: K, L, M, N & O (REFER TO EXHIBIT "A")

1. Proposed signage shall be in conformance with the city of Jersey Village sign ordinance No. 2000-16. Building zones K, L, M, N & O shall be considered as single occupant detached commercial buildings on individual lots for the purposes of sign permitting.
2. Upon cessation of existing individual ground lease of a building, signage shall conform to this plan
- 3.

GROUND SIGNS (REFER TO GROUND EXHIBIT "B")

1. Up to two free-standing signs may be erected along the US 290 corridor frontage road. The maximum height shall be 40'. The US 290 frontage multi-Tenant ground signs must be a minimum of 350' apart from one another. These signs shall be in addition to any existing signs on parcels M, L & K (out parcels currently occupied by Whataburger and Los Cucos).
2. Up to one free-standing monument sign may be erected along the Jones Road frontage road. The maximum height shall be 13'. This sign shall be in addition to the existing signs on parcels O & N (out parcels currently occupied by Willie's and Pizza Hut).
3. A full color electronic message center shall be permitted on one of the signs located along US 290. No animated, rotating, or scrolling messages will be allowed. Each message must not change more often than every five (5) minutes, or a longer time frame if required by state or federal law. Standard brightness limits for display (both day and night) will be automatically adjusted by the display's light sensing technology. Temporary messages should not be considered as permanent signage or counted against any sign counts.
4. General construction specifications and sign locations are outlined on the attached Ground Sign Exhibit "B".
5. General locations of ground signs are noted on the attached Ground Sign Exhibit "B".

BANNERS

1. Temporary "coming soon" and "now open" banners shall be permitted on the building for no more than thirty (30) days.
2. Banners for the purpose of marketing vacant spaces shall be permitted indefinitely, however no more than five (5) banners at any one time shall be permitted (excluding outparcels O, N, L & K shown on Exhibit "A").
3. Storefront banners must not exceed 6' in height x 80% of the storefront width for building zones B, D, F, H, J & M shown on Exhibit "A".
4. Storefront banners must not exceed 10' in height x 80% of the storefront width for building zones A, C, E, G & I shown on Exhibit "A".
5. Pole Banners shall be permitted on light poles throughout the property. Graphics may contain either seasonal holiday artwork or Tenant branded artwork. Pole banners should be all be either holiday banners, or Tenant banners but not a combination of both. Banners that are in poor condition, damaged, faded, ripped or torn are prohibited and should be either removed or replaced. No banner of any business shall be permitted unless they are a Tenant of Northwest Village Shopping Center. Pole banners should not be considered as permanent signage or counted against any sign counts.
6. All Pole banners on the property shall be consistent in size and affixed to light poles at the same height above the ground surface. The maximum pole banner size shall be 84" x 36". The bottom of each banner should be at least ten feet (10') above the ground surface.
7. Only one banner per pole is permitted.

EXTERIOR WINDOW GRAPHICS (REFER TO EXHIBIT "C")

1. Company name, logo, suite number, and hours of operation are permitted on the storefront glass in a location outlined on Exhibit "C". No other exterior window graphics are permitted to be displayed on the outside glass unless approved in writing by Landlord. The location of exterior graphics is noted on the attached Exhibit "C".

INTERIOR WINDOW GRAPHICS & SIGNAGE

1. Any single poster or window graphic must be applied inside the storefront glass and should not exceed 16.65 square feet.
2. The total of all posters and window graphics are not permitted to exceed 30% of the total area of storefront glass.
3. Window graphic artwork must be in a professional manner. Hand written signs and messages not pertaining to the business are prohibited.
4. Tenants/Businesses that are currently in non-conformance with the current sign code and this proposed document will be notified by Landlord and shall be required to comply within thirty (30) days after the approval of this document.
5. Each Tenant/Business is permitted to have illuminated signs displayed inside the storefront glass in accordance with the following:
 - a. Retail/Service oriented businesses with less than 30' of frontage shall be limited to two (2) illuminated signs.
 - b. Retail/Service oriented businesses 30' or greater of storefront width shall be allowed one (1) illuminated sign for every 15' of storefront width.
 - c. Restaurants with less than 30' of frontage shall be limited to three (3) illuminated signs
 - d. Restaurants with 30' or greater of storefront width shall be allowed one (1) illuminated sign for every 15' of storefront width.
6. Illuminated signs shall not exceed 20" x 30" and should be spaced at least 8' apart from one another.

SIDEWALK / SANDWICH BOARD SIGNS

1. Sidewalk/Sandwich board signs are permitted only for retail, service, or restaurant uses.
2. Tenants/Businesses that qualify to display a sidewalk/sandwich board are limited to 6 days per calendar month.
3. The size shall be limited to 12 square feet per sign face per business, and may not exceed 4 feet in height.
4. A minimum of 6 feet of sidewalk shall remain clear.
5. Chalkboards may be used for daily changing of messages.
6. Reader boards (electronic and non-electric) shall be prohibited.

TOWER SIGN

1. Further restrictions to all signs shall follow these guidelines after the date of approval of this document shall be:
 - a) One sign shall be allowed to exceed past the roofline under the following standards:
 - I. Maximum Height, Design, and Elevation of the proposed sign shall be as outlined in this document.
 1. Maximum height of 20'-6" above finished floor
 2. Sign shall not flash, blink, or have traveling lights
2. All other signage as permitted within Chapter 14, Article X – Signs, and approved alternative sign plan

EXHIBIT "A"

BUILDING ZONES



EXHIBIT "B"
GROUND SIGNS

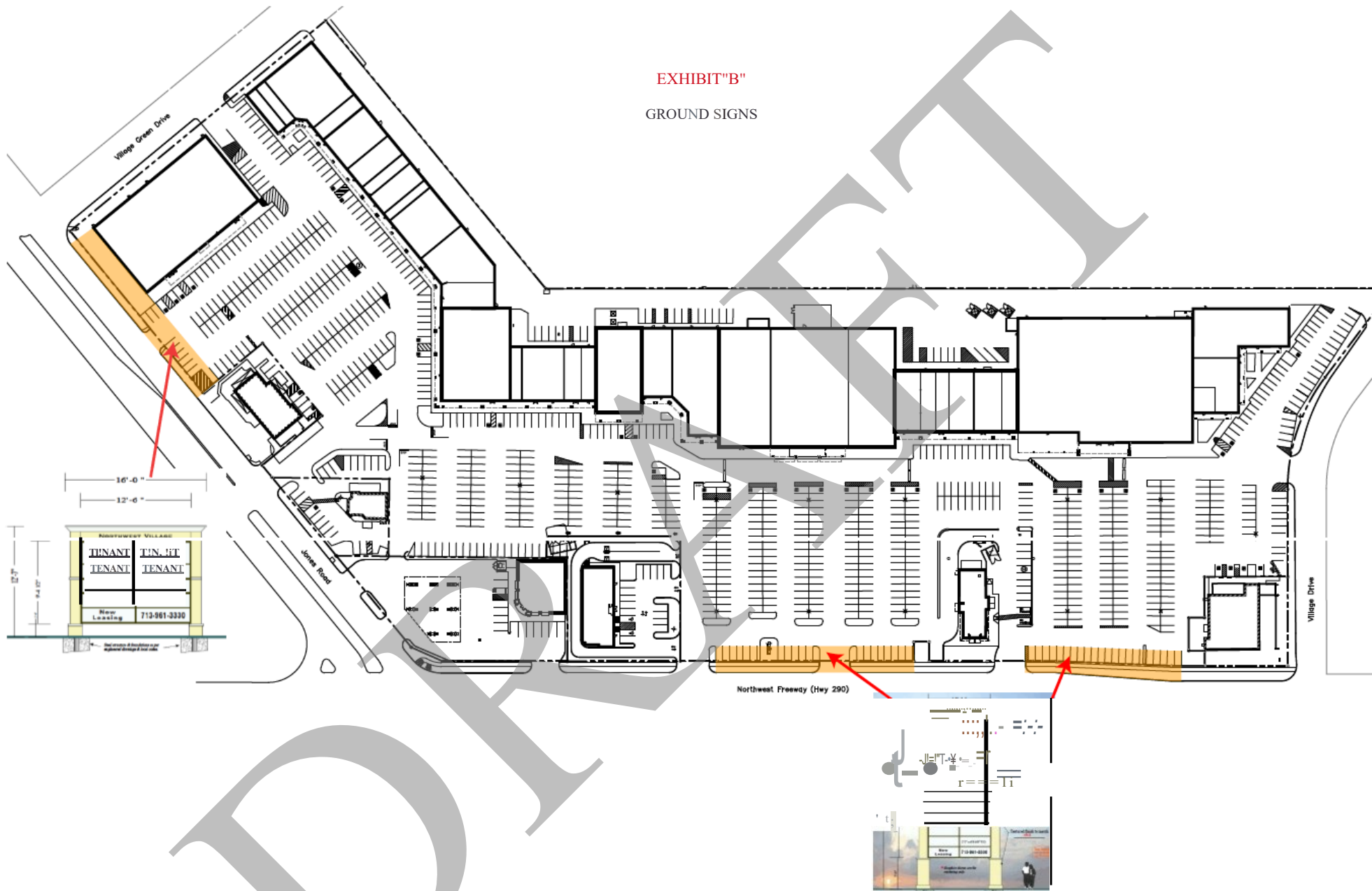
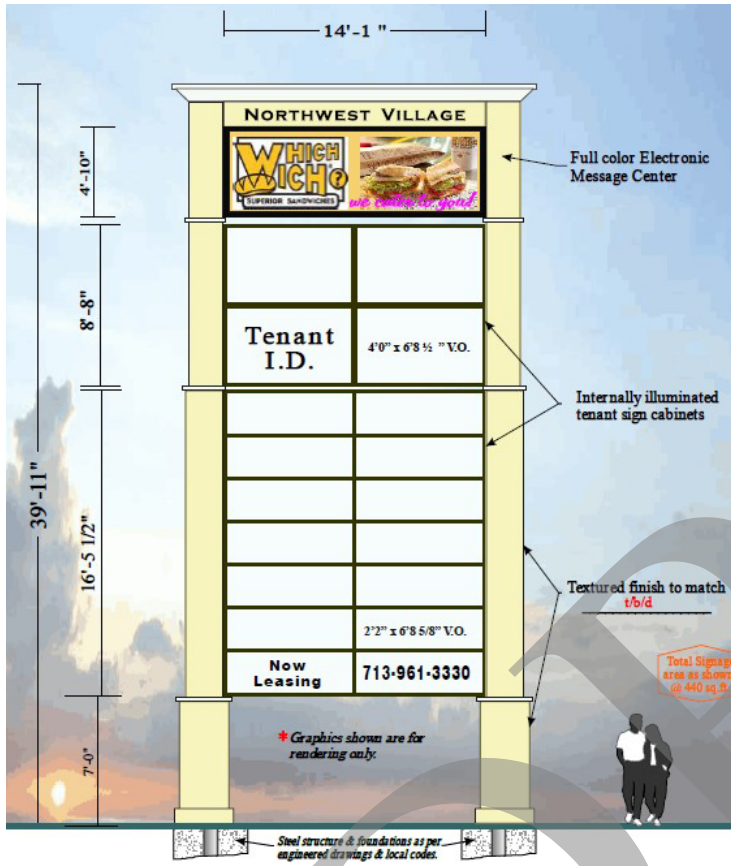
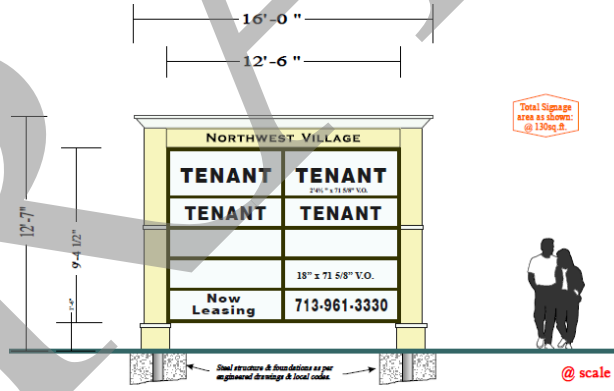


EXHIBIT "B"

Ground Sign Construction Specifications



Example of US 290 ground signs



Example of Jones Rd. ground sign

'NORTHWEST VILLAGE'
Double-face Pylon

GENERAL SPECIFICATIONS:

ELECTRONIC MESSAGE CENTER:
20mm RGB full color Outdoor LED matrix display.

TENANT SIGN CABINETS:
Extruded alum. frame ['Wide-flb' construction], retainers, & divider bars. Finish colors T/B/D. Internal supports primed/ painted white.

POLE COVERS & HEADER:
Fabricated aluminum with textured finish. 'Northwest Village' header graphics t/b/d. Finish colors as T/B/D.

FACES: .180 Hi-impact mod. acrylic - 7328 White

COPY / GRAPHICS: Translucent vinyl copy/graphics as per individual tenants. All graphics shown are for rendering only.

ILLUMINATION: High output 800ma fluorescent. Weather resistant electronic outdoor ballasts.

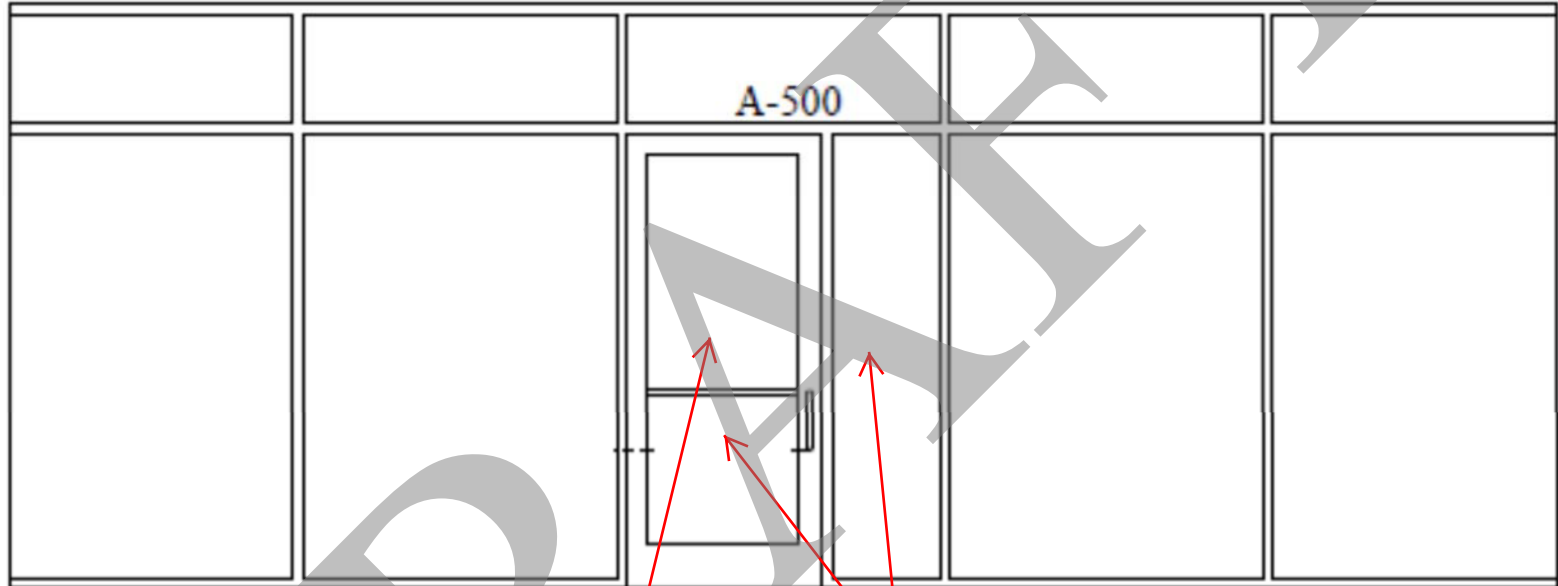
STRUCTURE & FOUNDATION:
Per engineered drawings & local codes.

ELECTRICAL REQUIREMENTS:
Dedicated primary electrical service to be provided by others (owners electrician). 120 or 277 V. primary feeds to be confirmed prior to construction.

EXHIBIT "C"

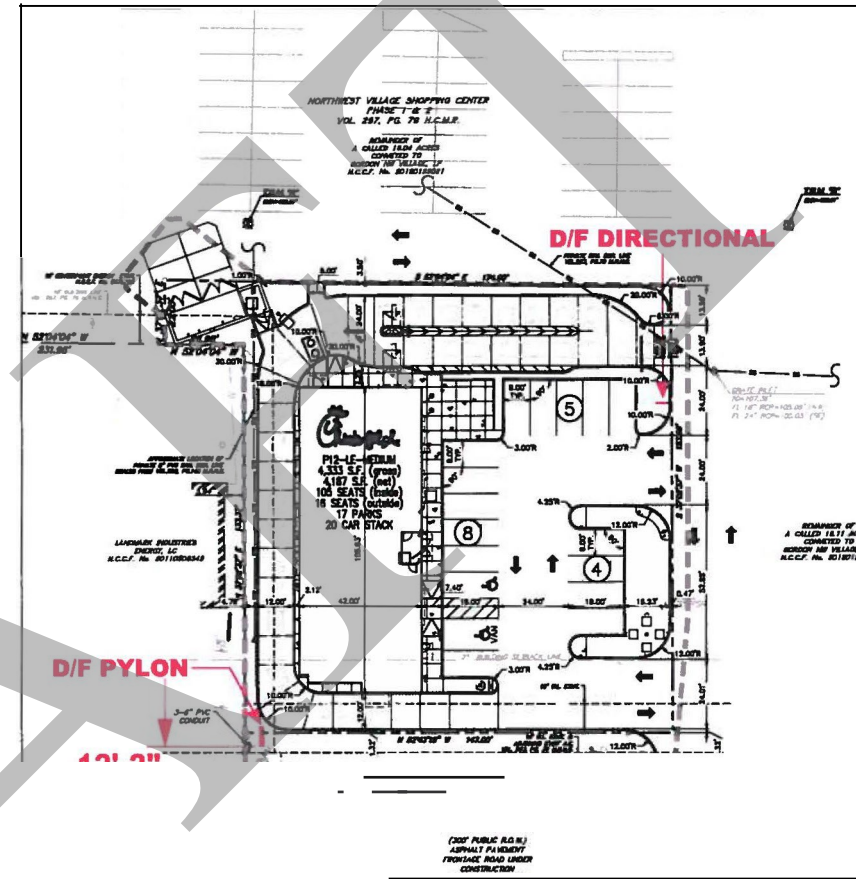
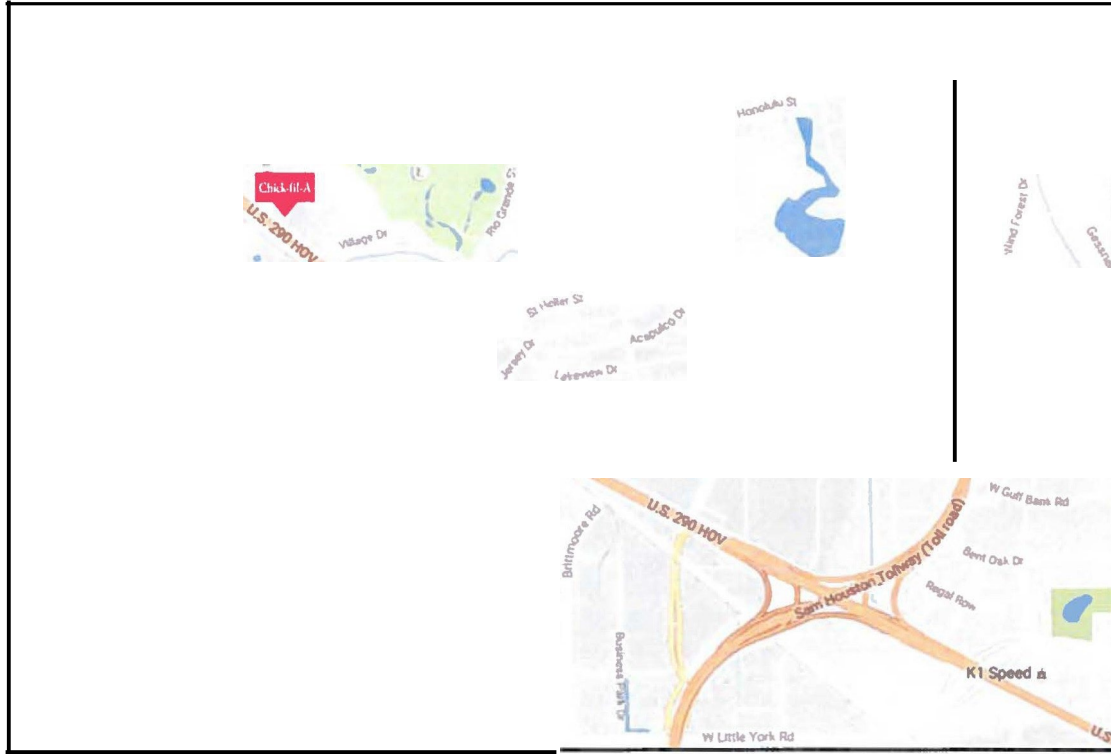
EXTERIOR WINDOW GRAPHICS

Suite #



Tenant Name/Logo

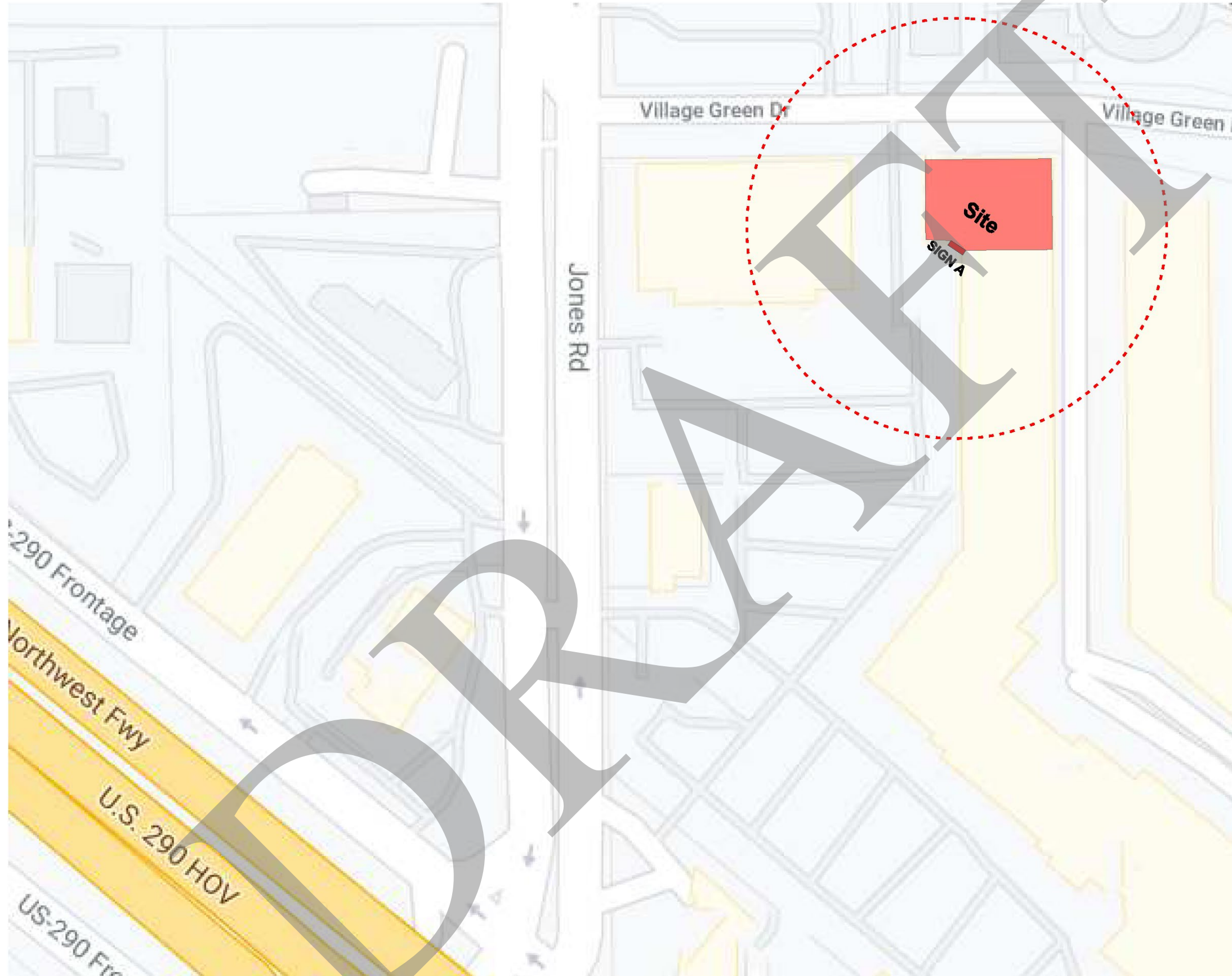
Hours of operation



REVISIONS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODE. THIS INCLUDES PROPER GROUNDING AND BONDING OF SIGN.

ELECTRICAL REQUIREMENTS
AMPS: VOLTS: CIRCUITS:

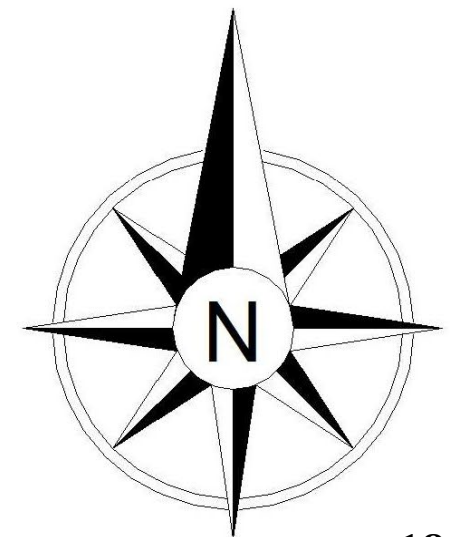


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 HOUSTON, TX. 77039



SALON CITY
HIGHWAY 290 & JONES ROAD JERSEY CITY, TX 77065

PROJECT:

PROJECT NAME : SALON CITY
LOCATION: HIGHWAY 290 & JONES ROAD
 JERSEY CITY, TX 77065
DESCRIPTION: CORNER UNIT
SALES REPS : SHAYA ATTAEI
DESIGNER : SHAYA ATTAEI
DRAWING # : 22007.00
DATE : 03.17.2022

CLIENT:

NAME : CITY OF JERSEY VILLAGE
TITLE : CITY
PHONE : 713-466-2110
EMAIL : anlopez@jerseyvillage.tx.com
ADDRESS : Jersey Village, TX

REVISIONS:

DATE:	BY:
DATE:	BY:
DATE:	BY:

COPYRIGHT:

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APPROVAL:

THIS PROOF DRAWING IS FOR CUSTOMER OF ARIA SIGNS TO REVIEW AND APPROVAL BEFORE FABRICATION BEGINS. ARIA SIGNS WILL NOT BE RESPONSIBLE FOR PROBLEMS OR DISCREPANCIES THAT COULD HAVE BEEN REASONABLY PREVENTED BY THE PROPER REVIEW OF THIS DOCUMENT.

SKETCH MAY VARY FROM SPECIFIED COLORS. PHOTOS AND RENDERINGS ARE FOR VISUAL REFERENCE ONLY.

CUSTOMER PROVIDES DEDICATED 120 VOLT SIGN CIRCUITS WITH A GROUND WIRE TO BE PROVIDED WITHIN 4' OF THE SIGN(S) BEFORE THE INSTALLATION DATE.

THE CUSTOMER SHALL PROVIDE ACCESSIBILITY TO BUILDING IF IT WAS NEEDED FOR INSTALLATION OR FOR INSPECTION OR SERVICE.

SIGNATURE	DATE
PRINTED NAME	TITLE



PROPOSED SIGNAGE
 SCALE PROPORTIONALLY



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SALES@ARIASIGNS.COM • 713-259-3737
14409 REEVESTON RD • HOUSTON, TX. 77039

PROJECT:

PROJECT NAME : SALON CITY
LOCATION: HIGHWAY 290 & JONES ROAD
JERSEY CITY, TX 77065
DESCRIPTION: CORNER UNIT
SALES REPS : SHAYA ATTAEI
DESIGNER : SHAYA ATTAEI
DRAWING # : 22007.00
DATE : 03.17.2022

CLIENT:

NAME : CITY OF JERSEY VILLAGE
TITLE : CITY
PHONE : 713-466-2110
EMAIL : anlopez@jersevillagetx.com
ADDRESS : Jersey Village, TX

REVISIONS:

DATE:	BY:
DATE:	BY:
DATE:	BY:

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THE CUSTOMER SHALL PROVIDE ACCESSIBILITY TO BUILDING IF IT WAS NEEDED FOR INSTALLATION OR FOR INSPECTION OR SERVICE.

SIGNATURE	DATE
PRINTED NAME	TITLE



PROPOSED SIGNAGE
SCALE PROPORTIONALLY

ITEM A (NIGHT)

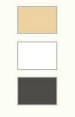
QUANTITY : 1

SCOPE OF WORK :

FABRICATE AND INSTALL OF A NEW LED ILLUMINATED 20' TOWER WITH TENANT SIGN

PAINT COLORS

- P1 : KEY WEST IVORY - MP07948
- P2 : MP - WHITE
- P3 : DURONODIC BRONZE - MP20147



TENANT CABINET: ALL ALUMINUM CONSTRUCTION PAINTED P1 & P2
FACE : 1/8" ALUMINUM PAINTED P2
ILLUMINATION: INTERNALLY LIT WHITE LED

TENANT SIGN: FRONT-LIT CHANNEL LETTERS SIDEWALLS
PAINTED P3 WITH WHITE ACRYLIC FACE
TO BE DESIGNED BASED ON TENANT'S LOGO
(MINIMUM 12" / MAXIMUM 22")
TWO ADDITIONAL COLORS ALLOWED

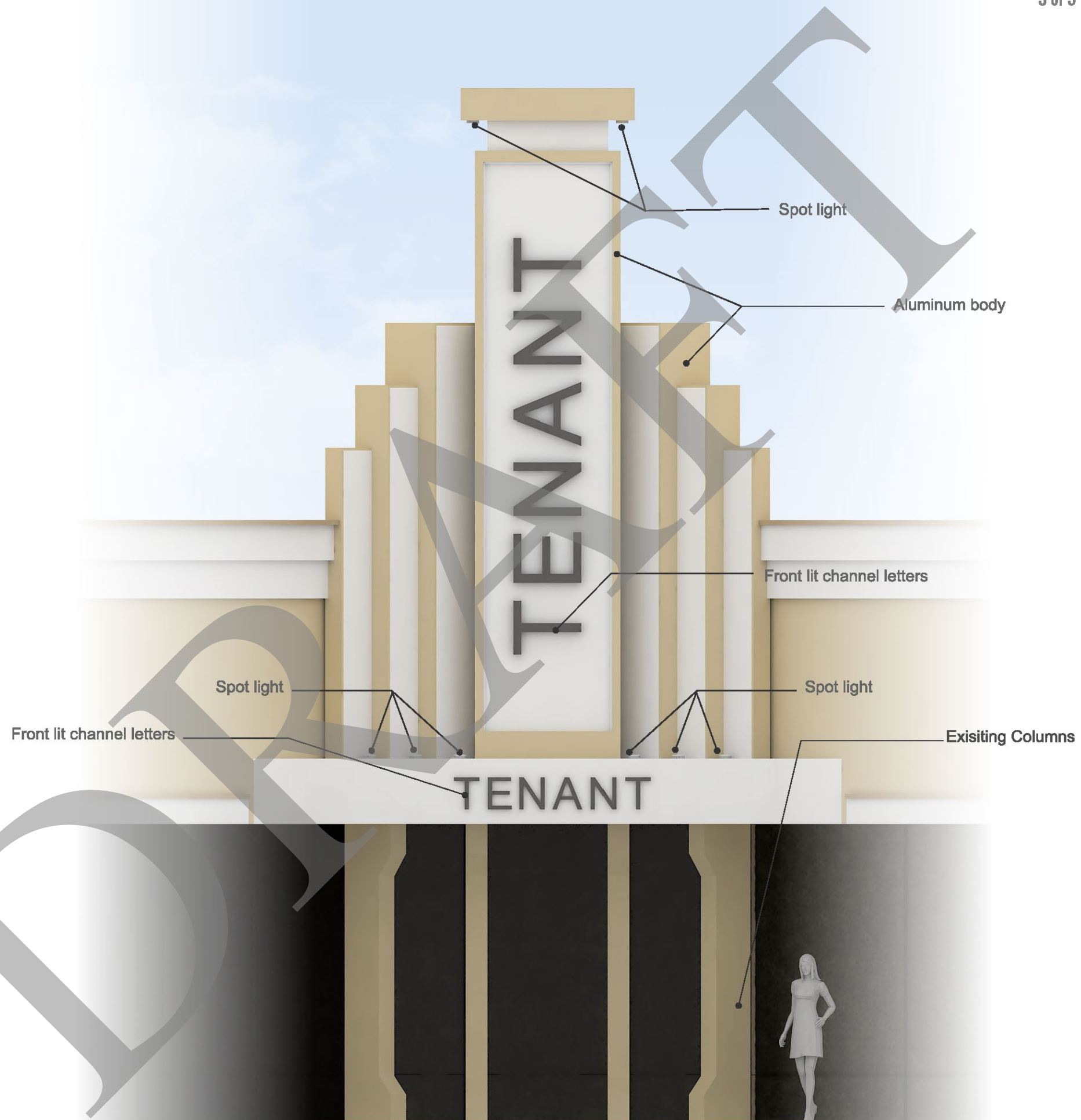
SHOULDERS: ALL ALUMINUM CONSTRUCTION
PAINTED P1 & P2

SPOT LIGHTS: WHITE LED

FRAMING: TBD BY ENGINEER

- TOWER SIGN:**
- 1) PROPOSED SIGNAGE SHALL BE IN CONFORMANCE WITH THE CITY OF JERSEY VILLAGE SIGN ORDINANCES INCLUDING ALL AMENDMENTS, EXCEPT THE FOLLOWING SHALL BE ALLOWED.
 - 2) FURTHER RESTRICTIONS TO ALL SIGNS SHALL FOLLOW THESE GUIDELINES AFTER THE DATE OF APPROVAL OF THIS DOCUMENT SHALL BE:
 - a) ONE SIGN SHALL BE ALLOWED TO EXCEED PAST THE ROOFLINE UNDER THE FOLLOWING STANDARDS:
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 - 1) MAXIMUM HEIGHT OF 20'6" ABOVE FINISHED FLOOR
 - 2) SIGN SHALL NOT FLASH, BLINK, OR HAVE TRAVELING LIGHTS
 - 3) ALL OTHER SIGNAGE AS PERMITTED WITHIN CHAPTER 14, ARTICLE X - SIGNS

FRONT ELEVATION
SCALE PROPORTIONALLY



3 of 5



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 SALES@ARIASIGNS.COM • 713-259-3737
 14409 REEVES RD • HOUSTON, TX. 77039

PROJECT:

PROJECT NAME : SALON CITY
LOCATION: HIGHWAY 290 & JONES ROAD
 JERSEY CITY, TX 77065
DESCRIPTION: CORNER UNIT
SALES REPS : SHAYA ATTAEI
DESIGNER : SHAYA ATTAEI
DRAWING # : 22007.00
DATE : 03.17.2022

CLIENT:

NAME : CITY OF JERSEY VILLAGE
TITLE : CITY
PHONE : 713-466-2110
EMAIL : anlopez@jerseyvillagetx.com
ADDRESS : Jersey Village, TX

REVISIONS:

DATE:	BY:

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ITEM A (NIGHT)

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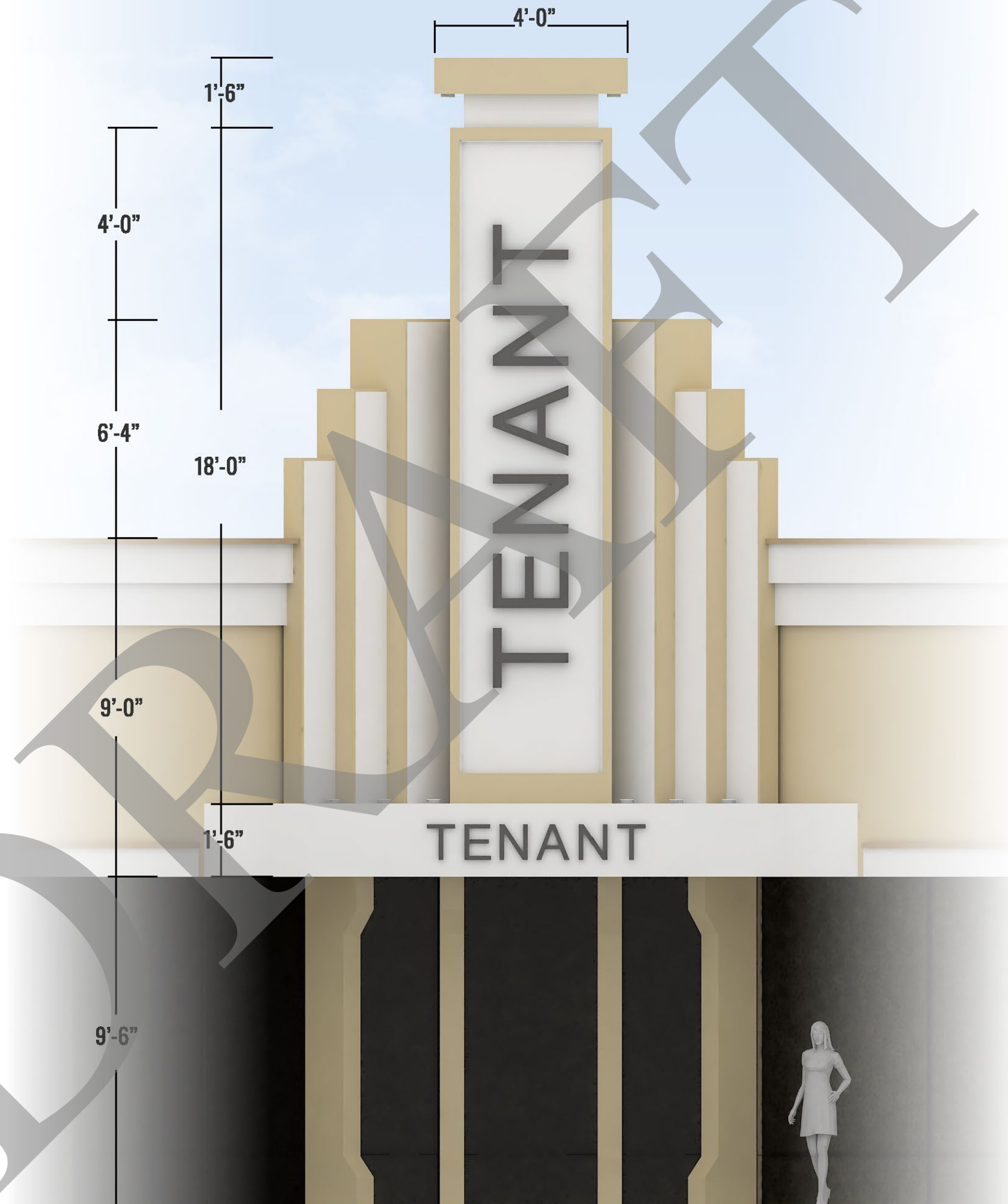
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FRONT ELEVATION
SCALE PROPORTIONALLY



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PRECEDENTS

QUANTITY : 1

SCOPE OF WORK :

FABRICATE AND INSTALL OF A NEW ILLUMINATED TOWER SIGN



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SIGNATURE	DATE
PRINTED NAME	TITLE

ARIA SIGNS RENDER
SCALE PROPORTIONALLY

FINAL INSTALLATION
SCALE PROPORTIONALLY

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 11, 2022

EXHIBIT B

Planning and Zoning Commission Minutes

June 15, 2022

Final Report

DISTRICT J1 - DEFINITIONS & USES

DRAFT



**CITY OF JERSEY VILLAGE – PLANNING & ZONING COMMISSION
PRELIMINARY REPORT
USE REGULATIONS FOR DISTRICT J-1**

The Planning and Zoning Commission has met on June 15, 2022, in order to review the Jersey Village Code of Ordinances as they relate to amendments to Chapter 14, Article IV, Sections 14-5 definitions and 14-109.1(a) concerning the Use Regulations in zoning District J-1 and, if appropriate, prepare for presentation to Council on June 20, 2022, a Preliminary Report in connection with any suggested amendments.

After review and discussion, the Commissioners preliminarily proposed that the Code of Ordinances of the City of Jersey Village, Texas, be amended to reflect amendments to Chapter 14, Article IV, Sections 14-5 definitions and 14-109.1(a) concerning the Use Regulations in zoning District J-1.

These preliminary changes to the City’s comprehensive zoning ordinance are more specifically detailed in the proposed ordinance attached as Exhibit “A.”

The next step in the process as required by Section 14-84(c)(2)(b) of the Jersey Village Code of Ordinances is for Council to call a joint public hearing with the Planning and Zoning Commission.

Respectfully submitted, this 15th day of June 2022.

s/Rick Faircloth, Chairman



ATTEST:

s/Lorri Coody, City Secretary

DRAFT

Exhibit A

Proposed Ordinance

DRAFT

ORDINANCE NO. 2022-xx

AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF JERSEY VILLAGE, TEXAS, BY AMENDING CHAPTER 14 “BUILDING AND DEVELOPMENT”, ARTICLE I “GENERAL”, SECTION 14-5 “DEFINITIONS” BY ADDING DEFINITIONS FOR CERTAIN USES; BY AMENDING CHAPTER 14, ARTICLE IV, DIVISION 2, SECTION 14-109.1(a) TO INCLUDE ADDITIONAL USES IN ZONE J-1; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL; PROVIDING A PENALTY AS PROVIDED BY SECTION 1-8 OF THE CODE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Jersey Village, Texas, determines it in the best interest of the health, safety, and welfare of the citizens of the City to amend the Zoning Ordinance; and

WHEREAS, the Planning & Zoning Commission has issued its report and has recommended amendments to Chapter 14, Article I, Section 14-5 Definitions and Chapter 14, Article IV, Section 14-109.1(a) concerning Use Regulations in Zone J-1; and

WHEREAS, the Planning & Zoning Commission and City Council have conducted, in the time and manner required by law, a joint public hearing on such amendments; and

WHEREAS, the City Council of the City of Jersey Village now deems that such requested amendments to the zoning ordinance are in accordance with the comprehensive plan and are appropriate to grant; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE, TEXAS THAT:

Section 1. The facts and matter set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Chapter 14, Article I, Section 14-5 “Definitions” of the Code of Ordinances, City of Jersey Village, Texas is hereby amended to read as follows (with added language being shown as underlined in bold and deleted language being shown as struck through, and with such amended language to be included in the appropriate alphabetical order within the existing portion of Section 14-5):

“Cannabidiol Shop (CBD Shop). A business establishment for which more than fifteen percent (15%) of sales are derived from the retail sale of products related to or derived from CBD oil (cannabidiol) or hemp. This includes, but is not limited to, oils, vitamins, supplements, food, personal care, and garments.”

Section 3. Chapter 14, “Building and Development,” Article IV. *Zoning Districts*, Division 2, Section 14-109.1(a) of the Code of Ordinances of the City of Jersey Village, Texas, is hereby amended by adding the language underlined and deleting the language struck through to read and provide as follows:

“Chapter 14 – BUILDING AND DEVELOPMENT

....

Sec. 14-109.1(a). Regulations for district J-1 (fourth business district).

....

“(a) Use regulations. No building or land shall be used and no building shall be erected, moved, or altered in district J-1 except for one or more of the following uses:

(1) All uses permitted in district J; **and**

(2) Pawnshops; **and**

(3) CBD Shop”

Section 4. Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction shall be fined in accordance with Section 1-8 of the City Code. Each day of violation shall constitute a separate offense.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

ATTEST:

Bobby Warren, Mayor

Lorri Coody, City Secretary

**PLANNING AND ZONING COMMISSION
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: July 11, 2022

AGENDA ITEM:

AGENDA SUBJECT: Discuss and take appropriate action concerning the application request of Reese Brown, filed on behalf of Miramont Interests, LC, for a specific use permit to allow the operation of child day-care on the 1.43-acre tract of land located at 8630 Jones Road, Jersey Village, TX 77065 within the city limits in zoning District F and, if appropriate, prepare for presentation to Council on July 18, 2022, a Preliminary Report in connection with any recommendations.

Dept/Prepared By: Evan Duval, Bldg. Official **Date Submitted:** June 23, 2022

- EXHIBITS:**
- A - Applicant's SUP Application
 - B - P&Z Preliminary Report – SUP Child Day Care
 - C - Exhibit A – Proposed Ordinance
 - D - Section 14-105 – Regulations District F
 - E - Section 14-5 – Related Definitions
 - F - Olive Tree Development LLC Cert and Operating Agreement
 - G - Appointment of Agent – Reese Brown
 - H - Miramont Interests, LC – Reese Brown Owner
 - I – HCAD Information

BACKGROUND INFORMATION:

This request for a specific use permit to allow for the operation of a child day-care facility was filed by Reese Brown on behalf of Miramont Interest, LC on June 16, 2022. The application is attached and provides more specific details as to Miramont Interests, LC's intent.

RECOMMENDED ACTION:

MOTION: Discuss and take appropriate action concerning the application request of Reese Brown, filed on behalf of Miramont Interests, LC, for a specific use permit to allow the operation of child day-care on the 1.43-acre tract of land located at 8630 Jones Road, Jersey Village, TX 77065 within the city limits in zoning District F and, if appropriate, prepare for presentation to Council on July 18, 2022, a Preliminary Report in connection with any recommendations.

CITY OF JERSEY VILLAGE - ZONING APPLICATION

Requested Action

ZONING CHANGE ()

SPECIAL EXCEPTION ()

NON-CONFORMING USE PERMIT ()
OR SPECIAL DEVELOPMENT PLAN

APPLICANT / OWNER INFORMATION

Applicant: Miramont Interests, LC

Telephone: 832-691-1581

Address: 9595 Six Pines Dr, Ste. 8210

City/State/Zip: The Woodlands, TX 77380

APPLICANT STATUS - CHECK ONE: Owner () Tenant () Prospective Buyer (x) Appointment of Agent ()

Property Owner must sign the application or submit a notarized letter of authorization/appointment of agent

Owner: Olive Tree Development Houston, LLC Telephone: 949-350-2725

Address: 32 Edelman Dr

City/State/Zip: Irvine, CA 92618

OWNERSHIP - CHECK ONE: INDIVIDUAL () TRUST () PARTNERSHIP () CORPORATION (x)

If ownership is a trust, partnership, or corporation, name the partners or principals and their addresses/positions on a separate attachment and include a copy of the legal documents establishing signature authority.

Corporate Representative: Amer Boukai

Telephone: 949-350-2725

Address: 32 Edelman Dr

City/State/Zip: Irvine, CA 92618


Reese Brown

Amer Boukai

Print Applicant's Name (and Title if applicable)

Print Name of Owner or Corporate Representative





Signature of Applicant

Signature of Owner or Corporate Representative

ZONING REQUEST INFORMATION

SITE LOCATION: 8630 Jones Rd., Jersey Village, TX 77065

LOT(S) NO(S): 2 BLOCK NO: 1 SIZE OF REQUEST: 1.43 ac

EXISTING ZONING: F PROPOSED ZONING: F w/ Specific Use Permit

DESCRIPTION OF REQUEST: To allow a child day-care for this property with Specific Use Permit required.

(Please attach detailed map(s) showing proposed changes)

DOCUMENTATION - Please provide the following:

- TRAFFIC IMPACT STUDY
- SITE MAP
- PROPER SIGNATURES
- CORRECT LOT & BLOCK

- INDEX LOCATION ON MAP
- PROPER FILING FEE
- SURVEY MAPS (Metes & Bounds)
- HCAD PROFILE

FILING FEE - \$500.00 plus out-of-pocket costs for drafting and review by planner, engineer, attorney and other consultant. The deposit may be adjusted to cover the estimated full costs at these stages: (1) Before the P&Z preliminary report meeting; (2) Before any hearing notices are published, and (3) Before the P&Z final report meeting.

ACCEPTED BY: _____

DATE ACCEPTED: _____

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 11, 2022



BBG CONSULTING, INC.

Project Address	8630 Jones Rd
Date	6/15/2022
Square Footage	10,000 SF (Daycare building)
Zoning:	Zone "F"
Platted?	Not platted

Plan Review Comments (SEE RESPONSES BELOW IN RED BY MIRAMONT INTERESTS, REESE BROWN, 832-691-1581, REESE@MT-TX.COM)

1. Provide a landscaping bufferyard as property is adjacent to residential properties and 10' required landscaping bufferyard from ROW.
Sec. 14-309(b)(2).
Sec. 14-88(a)(18). (See exhibit 14-7 attached below).
 - A landscaped area ten feet in width shall be provided adjacent to each street right of way. Drives and sidewalks shall not be included in the required landscaped area except to the extent to which they may be required to cross the buffer to provide access.
 - Bufferyards will be required on the perimeter, or parts thereof, of a nonresidential development adjoining or surrounding residential developments in conjunction with the screening requirements provided below. Bufferyards shall be provided to protect the adjacent residential properties from environmental impact of the nonresidential facility such as visual blight, parking or roadway illumination, headlights, noise, blowing paper and dust and service areas. Bufferyards shall be provided according to the standards provided in Example [14-7](#). See also sections [14-310](#) and [14-311](#) for landscaping standards. These regulations shall not apply in District D.

(SEE REVISED SITE PLAN WITH BUFFERYARDS ADDED AND LABELED, PROPOSED SIDEWALKS TO BE EXTENDED IN THE RIGHT OF WAY (ROW))

2. Trash enclosure shall be located a minimum of 10' from side yard property line.
Sec. 14-105(b)(3).
 - For nonresidential buildings the setbacks established in subsection [14-88\(b\)](#) are modified as follows: Buildings or **structures** shall not be located closer than 25 feet to the front property line, or **ten feet to a side lot line** or street line or ten feet to a rear lot line.

(CONFIRMED AND LABELED)

3. Provide concept landscaping plan to verify compliance with Jersey Village landscaping requirements.
Sec. 14-309(b)(1-7)
Sec. 14-310(1-10)
(TO BE COMPLETED ONCE SITE PLAN AND LANDSCAPING BUFFERYARD LOCATIONS ARE APPROVED)

4. Provide a parking analysis utilizing daycare use classification.
Sec. 14-283. – Table 14-11
- 1 parking space per 7 children, minimum of 5 spaces.

(COMPLETED, SHOWN IN SITE PLAN, MAX CAPACITY OF DAYCARE IS 187 CHILDREN, THEREFORE 27 SPACES REQUIRED, 35 SPACES PROVIDED)

5. Monument sign shall be a minimum of 10' from the front property line as per Jersey Village signage requirements.
Sec. 14-252(2)(b)(2)(c). – Ground Signs for commercial property
- Any lot on which a commercial building may be legally constructed shall be allowed to have a ground, monument type, sign not to exceed 25 square feet in sign face area and not to exceed four feet in height. The sign shall be located as close to the center of the lot's street frontage as possible and **at least ten feet from the street right-of-way in front of the structure**. This will not effect [affect] the location of any other ground sign allowed by this article with regards to the 100-foot separation requirement in subsection (b) above.

(COMPLETED, SHOWN IN SITE PLAN)




6. Photometric plan not required at this time but will need to be provided at time of building permit submittal.
Sec. 14-88(20).
- Lighting of off-street parking areas and/or for external illumination of any building and grounds shall be arranged so that the source of light is concealed or shielded from public view and from adjacent residential properties and does not interfere with traffic.

(COMPLETED, SHOWN IN SITE PLAN)

- **Exhibit 14-7**

BUFFERYARD STANDARDS

REQUIRED PLANT UNITS/100'

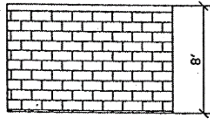
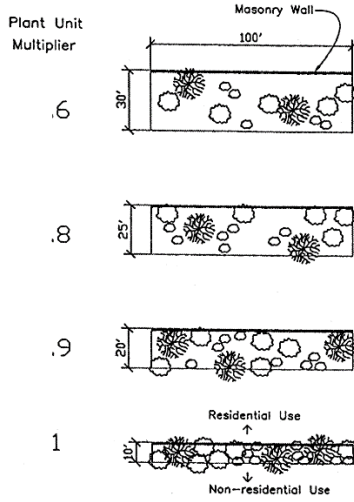
- 3 Canopy Trees 
- 6 Understory Trees 
- 9 Shrubs 

Note: To determine the total number of required plant units per 100 yard of bufferyard take the plant unit multiplier appropriate for the width of the bufferyard and multiply by number required for each plant type. Always round to the nearest whole number.

Example: To determine number of required canopy trees for 100' long and 25' wide bufferyard:

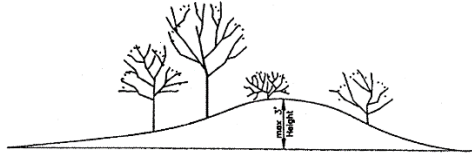
$$0.8 \times 3 = 2.4$$

Assume 2 canopy trees.

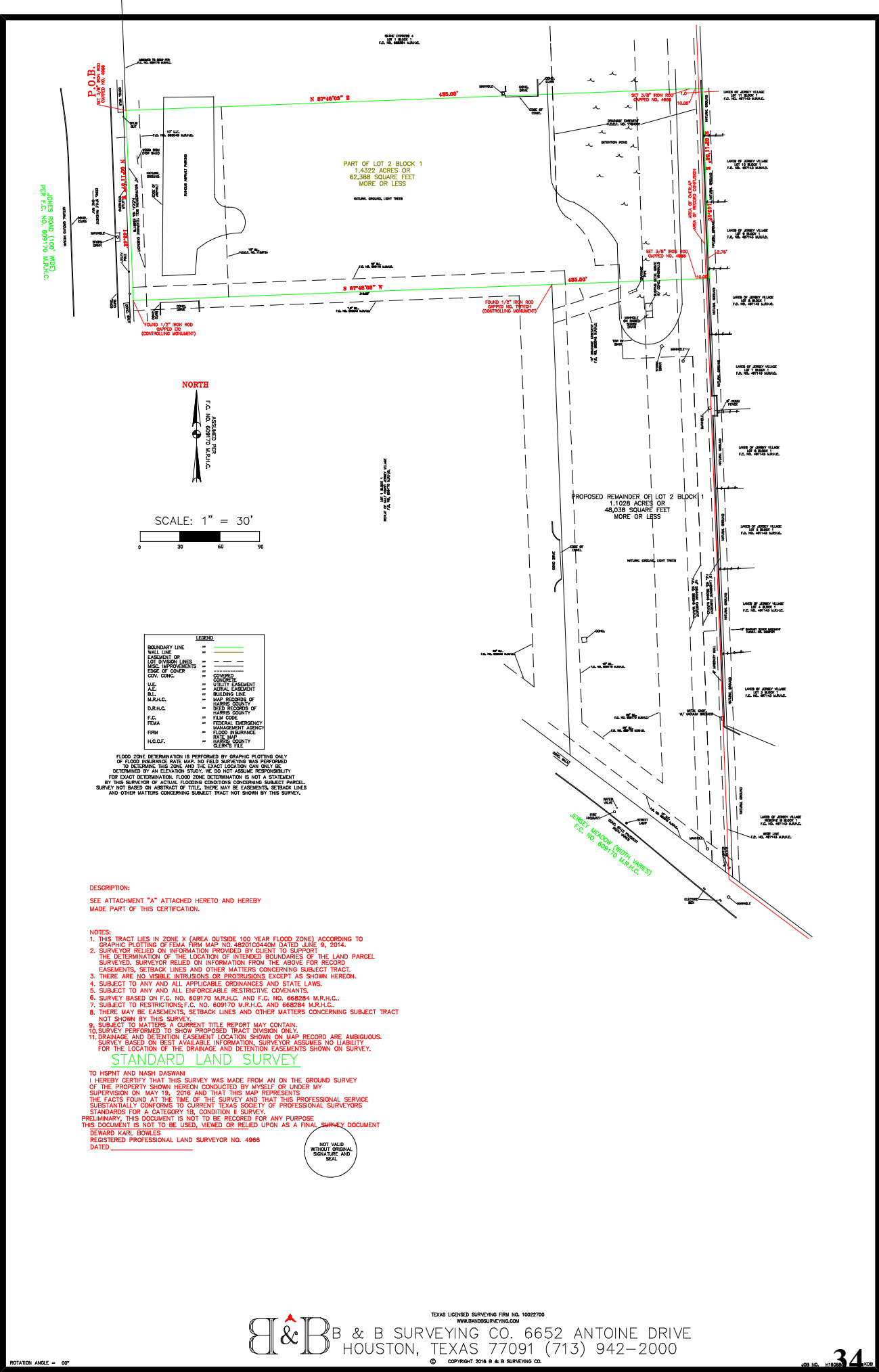


Masonry Wall (Obscuring Wall)
(Common or face brick, decorative block, etc., decorative side facing residential lots)

BERMS



Example
14 - 7



LEGEND

BOUNDARY LINE	---
EASEMENT OR EASEMENT LINE	---
MISC. IMPROVEMENTS	---
ESSE. OF COVER	---
COVERED	---
UTILITY EASEMENT	---
A.E.	---
M.R.H.C.	---
D.R.H.C.	---
F.C.	---
FEMA	---
FIRM	---
H.G.C.F.	---

FLOOD ZONE DETERMINATION IS PERFORMED BY GRAPHIC PLOTTING ONLY OF FLOOD INSURANCE RATE MAP. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND THE EXACT LOCATION CAN ONLY BE DETERMINED BY AN ELEVATION STUDY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION. FLOOD ZONE DETERMINATION IS NOT A STATEMENT BY THIS SURVEYOR OF ACTUAL FLOODING CONDITIONS CONCERNING SUBJECT PARCEL. SURVEY NOT BASED ON ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, SETBACK LINES AND OTHER MATTERS CONCERNING SUBJECT TRACT NOT SHOWN BY THIS SURVEY.

DESCRIPTION:

SEE ATTACHMENT "A" ATTACHED HERETO AND HEREBY MADE PART OF THIS CERTIFICATION.

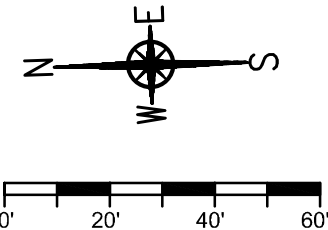
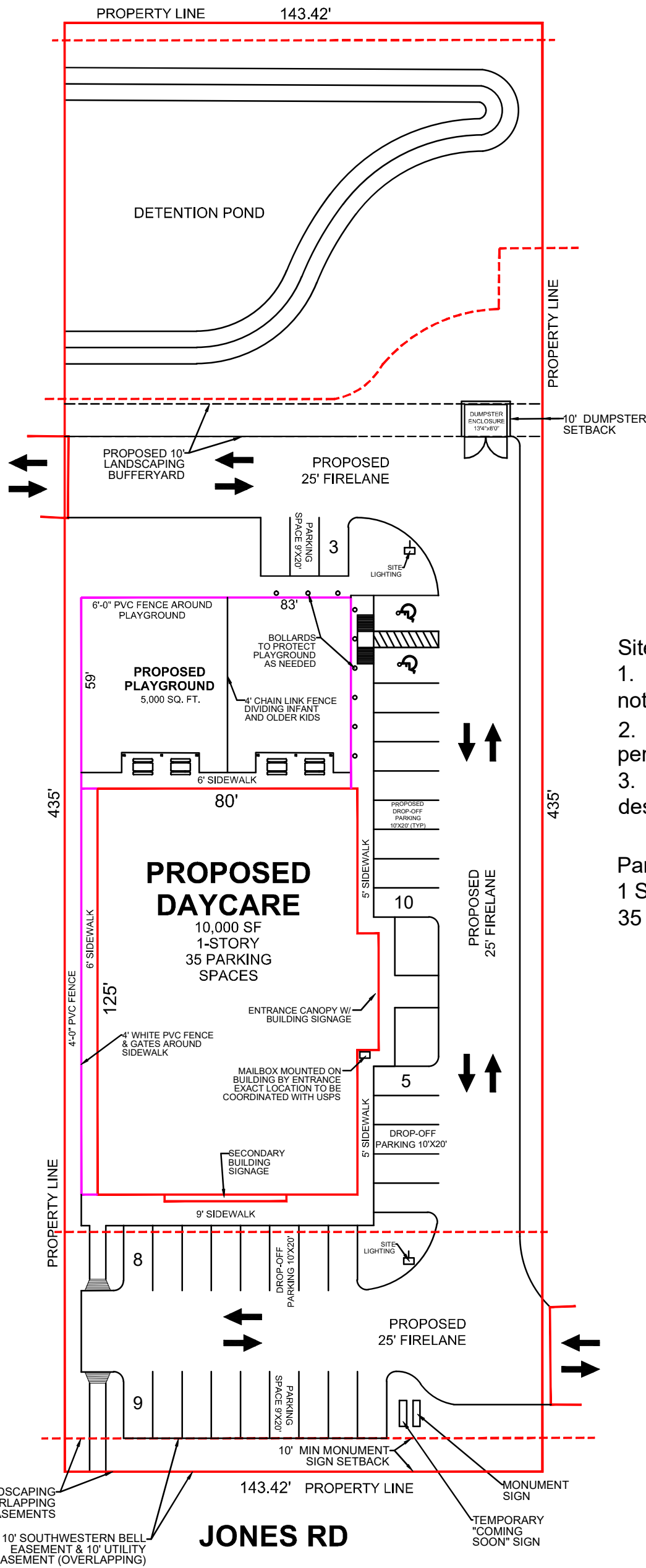
NOTES:

1. THIS TRACT LIES IN ZONE X (AREA OUTSIDE 100 YEAR FLOOD ZONE) ACCORDING TO GRAPHIC PLOTTING OF FEMA FIRM MAP NO. 48201C0440M DATED JUNE 9, 2014.
2. SURVEYOR RELED ON INFORMATION PROVIDED BY CLIENT TO SUPPORT THE DETERMINATION OF THE LOCATION OF INTENDED BOUNDARIES OF THE LAND PARCEL SURVEYED. SURVEYOR RELED ON INFORMATION FROM THE ABOVE FOR RECORD EASEMENTS, SETBACK LINES AND OTHER MATTERS CONCERNING SUBJECT TRACT.
3. THERE ARE NO VISIBLE INTERUSIONS OR PROTRUSIONS EXCEPT AS SHOWN HEREON.
4. SUBJECT TO ANY AND ALL APPLICABLE ORDINANCES AND STATE LAWS.
5. SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS.
6. SURVEY BASED ON F.C. NO. 609170 M.R.H.C. AND F.C. NO. 668284 M.R.H.C.
7. SUBJECT TO RESTRICTIONS F.C. NO. 609170 M.R.H.C. AND 668284 M.R.H.C.
8. THERE MAY BE EASEMENTS, SETBACK LINES AND OTHER MATTERS CONCERNING SUBJECT TRACT NOT SHOWN BY THIS SURVEY.
9. SUBJECT TO MATTERS A CURRENT TITLE REPORT MAY CONTAIN.
10. SURVEY PERFORMED TO SHOW PROPOSED TRACT DIVISION ONLY.
11. DRAINAGE AND DETENTION EASEMENT LOCATION SHOWN ON MAP RECORD ARE AMBIGUOUS. SURVEY BASED ON BEST AVAILABLE INFORMATION. SURVEYOR ASSUMES NO LIABILITY FOR THE LOCATION OF THE DRAINAGE AND DETENTION EASEMENTS SHOWN ON SURVEY.

STANDARD LAND SURVEY

TO HSPMT AND NASH DASWANI
 I HEREBY CERTIFY THAT THIS SURVEY WAS MADE FROM AN ON THE GROUND SURVEY OF THE PROPERTY SHOWN HEREON CONDUCTED BY MYSELF OR UNDER MY SUPERVISION ON MAY 19, 2016 AND THAT THIS MAP REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND THAT THIS PROFESSIONAL SERVICE SUBSTANTIALLY CONFORMS TO CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS FOR A CATEGORY 1B, CONDITION II SURVEY.
 PRELIMINARY. THIS DOCUMENT IS NOT TO BE RECORDED FOR ANY PURPOSE.
 THIS DOCUMENT IS NOT TO BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT
 DEWARD KARL BOWLES
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4966
 DATED _____





Site Plan Notes:

1. Location of utilities (noted in civil drawings) not to be installed beneath playground area.
2. Playground grading not to exceed 1/8" - 1/4" per ft.
3. Exterior lighting will be designed in civil design phase.

Parking Analysis:

1 Space per 7 Children = 27 Spaces Required
 35 Spaces Provided, Exceeding Requirement

Developer: Olive Tree Development
 Houston, LLC
 attn: Amer Boukai
 949-350-2725
 Site Plan by: Miramont Interests, LC
 The Woodlands, TX
 attn: Reese Brown
 832-691-1581

**PROPOSED
 TLE JERSEY VILLAGE, TX**

**JONES RD & JERSEY MEADOWS DR
 JERSEY VILLAGE, TX
 HARRIS COUNTY**

**1.43 Acres out of Lot 2, Block 1, Gulf
 Coast Jersey Village Subdivision**



ONLINE PAYMENTS!

This is your payment receipt.

Confirmation Number
4WFDRJ7WXY

Payment Date
6/16/2022 1:58 PM
Central Time (CT)

Project	Segment	User's Email	Amount paid
8630 JONES RD MIRAMONT INTERESTS, LC #0000009278	SPECIFIC USE MIRAMONT INTERESTS, LC	reese@mt-tx.com	\$500.00

[Municipal Online Services](#)

[Login](#)



**CITY OF JERSEY VILLAGE – PLANNING & ZONING COMMISSION
PRELIMINARY REPORT
TO ALLOW THE OPERATION OF A CHILD DAY-CARE AS A
SPECIFIC USE IN ZONING DISTRICT F**

The Planning and Zoning Commission has met in order to review the application of Reese Brown, filed on behalf of Miramont Interests, LC, for a specific use permit to allow the operation of child day-care on the 1.43acre tract of land located at 8630 Jones Road, Jersey Village, TX 77065 within the city limits in zoning District F.

After review and discussion, the Commissioners preliminarily proposed that Miramont Interests, LC be allowed to operate, as a specific use, a child day-care on the 1.43acre tract of land located at 8630 Jones Road, Jersey Village, TX 77065 within the city limits in zoning District F.

This preliminary proposal is more specifically detailed in the proposed ordinance attached as Exhibit “A.”

The next step in the process as required by Section 14-84(c)(2)(b) of the Jersey Village Code of Ordinances is for Council to call a joint public hearing with the Planning and Zoning Commission.

Respectfully submitted, this 11th day of July 2022.

Rick Faircloth, Chairman

ATTEST:

Lorri Coody, City Secretary



ORDINANCE NO. 2022-xx

AN ORDINANCE OF THE CITY OF JERSEY VILLAGE, TEXAS (THE “CITY”), AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, BY GRANTING JERSEY VILLAGE LIFESTYLE, LTD., A SPECIFIC USE PERMIT (THE “SPECIFIC USE PERMIT”) TO ALLOW THE OPERATION OF A CHILD DAY-CARE ON THE 1.43-ACRE TRACT OF LAND LOCATED AT 8630 JONES ROAD, JERSEY VILLAGE, TX 77065 WITHIN THE CITY LIMITS IN ZONING DISTRICT F; PROVIDING REQUIREMENTS AND CONDITIONS FOR THE SPECIFIC USE PERMIT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THIS ORDINANCE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR VIOLATIONS HEREOF; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Olive Tree Development Houston, LLC (the “Owner”) owns a 1.43- acre tract of land (the “Property”) situated within the corporate limits of the City of Jersey Village, Texas (“the City”), with the Property being more particularly described as a 1.43-acre tract of land that is Part of Lot 2, Block 1 of the Gulf Coast Jersey Village R/P, and with a street address of 8630 Jones Road, Jersey Village, Texas, 77065; and

WHEREAS, Amer Boukai has signature authority for Olive Tree Development Houston, LLC and has appointed Reese Brown as Agent; and

WHEREAS, Reese Brown has signature authority for Miramont Interests, LC who is interested in purchasing the 1.43-acre tract of land from Olive Tree Development Houston, LLC to operate a child day-care; and

WHEREAS, the Property presently has a zoning classification of District F pursuant to the comprehensive zoning ordinance of the City; and

WHEREAS, Reese Brown, on behalf of Miramont Interests, LC, has made an application to the City for a Specific Use Permit for the purpose of operating a child day-care at the Property as authorized by the City’s comprehensive zoning ordinance (the “Specific Use Permit”); and

WHEREAS, the Planning and Zoning Commission (the “Commission”) and the City Council (the “Council”) of the City have, in the time and manner and after the notice required by law, conducted a public hearing on such request for the Specific Use Permit; and

WHEREAS, the Council has received the final written recommendation of the Commission; and

WHEREAS, the Council wishes to approve such request and, **NOW THEREFORE**;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY VILLAGE:

SECTION 1. THAT the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated herein for all intents and purposes.

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 11, 2022

SECTION 2. THAT the Specific Use Permit for use of the Property as child day-care, subject to the terms and conditions set forth below, is hereby granted to the Owner and shall include any successor in interest of the Property.

SECTION 3. THAT the Official Zoning District Map of the City shall be revised and amended to show the Specific Use authorized hereby for the Property as provided herein, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the Specific Use authorized.

SECTION 4. THAT the Specific Use Permit granted hereby shall be null and void after the expiration of two (2) years from the date of adoption of this Ordinance unless the Property is being used in accordance with the Specific Use Permit herein granted or unless an extension of time is approved by City Council.

SECTION 5. THAT the Specific Use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

SECTION 6. THAT any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed two thousand dollars (\$2,000). Each day of violation shall constitute a separate offense.

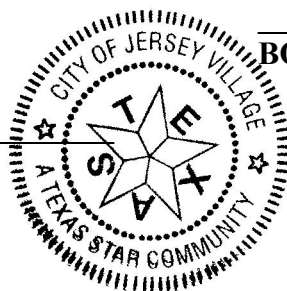
SECTION 7. THAT in the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, the Council declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 8. THAT this Ordinance, and the Specific Use Permit granted hereby, shall become effective upon Jersey Village Lifestyle, Ltd. furnishing to the City a copy of an owner’s policy of title insurance showing title in the Property in Jersey Village Lifestyle, Ltd.’s name.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022.

ATTEST:

Lorri Coody, City Secretary



BOBBY WARREN, MAYOR

Sec. 14-105. - Regulations for district F (first business district).

- (a) *Use regulations.* No building or land shall be used and no building shall be erected, moved or altered in district F except for one or more of the following uses:
- (1) Townhouses and patio homes.
 - (2) Banks.
 - (3) Barber and beauty shops.
 - (4) Professional offices and business offices.
 - (5) Educational institutions.
 - (6) Hospitals, clinics and nursing care centers.
 - (7) Churches and other places of worship.
 - (8) Hotels and motels.
 - (9) Public parks and playgrounds, public recreational facilities and community buildings.
 - (10) Municipal and governmental buildings, police stations and fire stations.
 - (11) Parking lots.
 - (12) Gasoline filling stations, provided that all storage tanks for gasoline shall be below the surface of the ground.
 - (13) Restaurants, cafes and cafeterias.
 - (14) Stores and shops for retail sales and personal service shops.
 - (15) Theaters.
 - (16) Water supply reservoirs, filter beds, towers, surface or below surface tanks, artesian wells, water pumping plants and water wells.
 - (17) Garages, public.
 - (18) Accessory uses customarily incident to any of the above uses, provided that such use is not so obnoxious or offensive as to be reasonably calculated to disturb persons of ordinary temper, sensibilities and disposition by reason of vibration, noise, view or the emission of odor, dust, smoke or pollution of any other kind.
 - (19) Golf courses, country clubs, miniature golf courses, and driving ranges.
 - (20) Electric power lines and electric substations, including accessory uses customarily incidental thereto; provided that any such accessory use shall not be so obnoxious or offensive as to be reasonably calculated to disturb persons of ordinary temper, sensibilities and disposition by reason of vibrations, noise, view or the emission of odor, dust, smoke or pollution of any other kind. The height and area, construction, and other regulations provided by this section shall not apply to uses allowed in the subpart.
 - (21) The following uses are permitted in district F with a specific use permit:
 - a. Telephone switching facilities;
 - b. Child day-care operations (licensed child-care centers and school-age program centers);

- c. Car wash facilities.
 - d. Retail establishment selling or offering for sale any alcoholic beverage.
 - e. Massage establishment.
- (22) Model homes as permitted in district A.
- (23) Grocery store.
- (24) Health club.
- (b) *Height and area regulations.* The heights of buildings, the minimum area of buildings, the minimum lot size and the minimum dimensions of yards upon any lot or parcel of land in district F shall be as follows:
- (1) *Height.* Buildings shall not exceed 56 feet in height except gasoline filling stations shall not exceed one story in height. For townhouse and patio homes, the height and area regulations provided in subsection 14-103(b) shall apply.
 - (2) *Building area.* The building area of each building shall be not less than 1,000 square feet of ground floor area except gasoline filling stations which shall contain not less than 500 square feet of ground floor area. For townhouse and patio homes, the height and area regulations provided in subsection 14-103(b) shall apply.
 - (3) *Location on lot.* For townhouse and patio home lots, the setbacks established in subsection 14-103(b) shall apply. Any nonresidential building or structure erected on a lot abutting district A may not be closer to the boundary line of district A than 50 feet for a single story, 100 feet for a two-story, or 150 feet for a three- or four-story. For nonresidential buildings the setbacks established in subsection 14-88(b) are modified as follows: Buildings or structures shall not be located closer than 25 feet to the front property line, or ten feet to a side lot line or street line or ten feet to a rear lot line.
 - (4) *Lot size.* The minimum lot size as established in Table 14-2 shall apply.
 - (5) *Open area.*
 - a. A minimum of ten percent of total area within the property lines shall be devoted to landscaping. All open unpaved space including, but not limited to, front, side and rear building setback areas shall be planted and landscaped.
 - b. Building fronts. An average of at least ten feet and a minimum of five feet shall be a green area and walkway between the building and parking areas.
- (c) *Construction.* The exterior walls on all buildings shall be masonry or concrete construction with masonry, exterior insulation finish system (EIFS), concrete and wood or metal fascia. EIFS must be installed at levels no less than eight feet above grade or platforms. Plain CMU shall not be used for the exterior walls, however, split-face CMU is permissible.

(Ord. No. 95-04, § 1(303.5), 2-20-95; Ord. No. 97-04, §§ 10—13, 4-21-97; Ord. No. 98-15, § 3, 6-15-98; Ord. No. 99-05, §§ 7, 8, 2-15-99; Ord. No. 99-31, § 10, 11-15-99; Ord. No. 00-41, § 1, 1-18-00; Ord. No. 01-15, § 1, 5-21-01; Ord. No. 02-09, § 2, 4-15-02; Ord. No. 03-04, § 3, 1-20-03; Ord. No. 2006-11, § 1, 2-20-06; Ord. No. 2013-10, § 2, 3-18-13; Ord. No. 2013-45, § 2, 12-16-13; Ord. No. 2014-34, § 1, 10-20-14; Ord. No. 2017-27, § 2, 7-17-17; Ord. No. 2017-29, § 2, 7-17-17; Ord. No. 2017-62, § 2, 12-18-17; Ord. No. 2019-31, § 2, 7-15-19; Ord. No. 2021-32, § 2, 7-19-21)

Definitions from Section 14-5 Related to Child Day-Care

Child-Care Center means a facility licensed by the State of Texas to provide care at a location other than the permit holder’s home, for seven or more children under 14 years of age, for less than 24 hours per day, but at least two hours a day, three or more days per week. (40 TAC §745.37(2)(D)).

Child Day-Care Operations means any facility used for the following child day-care operations licensed under state law (40 Texas Administrative Code, chapter 745): “Child-Care Center” and “School-age Program” operations.

...

School-age Program Center means a facility licensed by the State of Texas providing supervision and recreation, skills instruction, or skills training for at least two hours a day and three days a week to children attending pre-kindergarten through grade six. A school-age program operates before or after the customary school day and may also operate during school holidays, the summer period, or any other time when school is not in session. (40 TAC §745.37(2)(H)).



Office of the Secretary of State

CERTIFICATE OF FILING OF

Olive Tree Development, LLC
File Number: 804602224

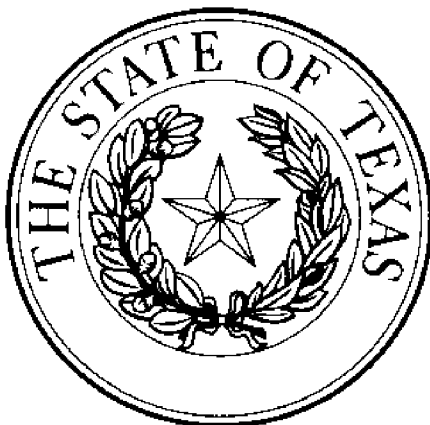
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/09/2022

Effective: 06/09/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filing Fee: \$300

Filed in the Office of the
Secretary of State of Texas
Filing #: 804602224 06/09/2022
Document #: 1154730290002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Olive Tree Development, LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

PARACORP INCORPORATED

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

14001 W Hwy 29 Suite 102 Liberty Hill TX 78642

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Amer Boukai**

Title: **Manager**

Address: **32 Edelman Irvine CA, USA 92618**

Manager 2: **Omar Khoja**

Title: **Manager**

Address: **4711 La Villa Marina #J Marina del Rey CA, USA 90292**

Manager 3: **Louay Akil**

Title: **Manager**

Address: **6 Lawrence Ct. Old Tappan NJ, USA 07675**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**32 Edelman
Irvine, CA 92618
USA**

Organizer

The name and address of the organizer are set forth below.

Amer Boukai 32 Edelman Irvine, CA 92618

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Amer Boukai

Signature of Organizer

FILING OFFICE COPY

**OPERATING AGREEMENT OF
OLIVE TREE DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY COMPANY
6/10/2022**

In accordance with the Beverly-Killea Limited Liability Company Act and subject to the Articles of Organization, which were filed on the date specified herein with the State of Texas, the Members of **OLIVE TREE DEVELOPMENT, LLC** listed on the signature page, make the following agreement on the Effective Date of Agreement specified below, regarding the conduct of the business and affairs of **OLIVE TREE DEVELOPMENT, LLC**, a Texas limited liability company ("Company"):

**A R T I C L E 1
Definition of Terms**

1.01 Defined Terms. The following terms shall have the meanings set forth below:

"Active Members" means the Members other than a Member the death, insanity, withdrawal, resignation, bankruptcy or dissolution of which has caused a Dissolution Event.

"Active Membership Interest" means a Membership Interest of a Member, other than a Member death, insanity, withdrawal, resignation, bankruptcy or dissolution of which has caused a Dissolution Event.

"Additional Member" shall have the meaning assigned to such term in Section 6.2.

"Affiliate" means any individual, partnership, corporation, trust or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with the Member. The term "control" as used in the immediately preceding sentence, means, with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"Agreement" means this Operating Agreement and all amendments and exhibits.

"Articles" means the Articles of Organization for the Company in the State of Texas.

"Capital account" shall have the same meaning to such term in Section 9.

"Capital Contribution" means, with respect to any Member contributions by such Member to the capital of the Company including contributions pursuant to Section 6.3 or Section 6.4.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means **OLIVE TREE DEVELOPMENT, LLC** a Texas limited liability company.

"Dissolution Event" means the death, insanity, bankruptcy, retirement, resignation, expulsion, withdrawal or dissolution of any Member.

"Economic Interest" means, with respect to any Person, such Person's right to share in the income, gains, losses, deduction, credit, or similar items of, and to receive distributions from, the Company, but does not include any other rights of a member including, without limitation, the right to vote or to participate in management, or, except as provided in Section 17106 of the Act, any right to information concerning the business and affairs of the limited liability company.

"Indemnification Person" means any Member or Manager of the Company.

"Initial Capital Contributions" means the contribution to the Company made by each of the initial Members pursuant to Section 6.3

"Initial Members" means Ordek LLC, Cheshire Enterprises LLC, and Amer Boukai.

"Majority Active Interest" means one or more Active Membership Interest that together represents an aggregate Percentage Interest in excess of eighty percent (70%).

"Majority Interest" means one or more Membership Interests that together represent an aggregate Percentage Interest in excess of eighty percent (70%).

"Manager Consent" means (i) if there are no Managers, the written consent of the Members holding a Majority Interest, (ii) if there is only one Manager, the determination by such Manager, and (iii) if there are two or more Managers, the consent (in writing or at a meeting) of a majority of the Managers.

"Managers" means the Persons elected as Managers pursuant to the terms hereof, collectively, in each case so long as such Person remains a Manager of the Company within the meaning of the Act. "Managers" also means a single Manager when only one Manager is acting hereunder.

"Members" means the Initial Members and any Additional Members, collectively, in each case so long as such Person has not resigned, withdrawn, been expelled as a Member or dissolved, or otherwise ceased to be a Member of the Company.

"Membership Interest" means, with respect to any Member, such Member's rights in the Company, collectively, including the Member's Economic Interest, any right to vote or participate in management, and any right to information concerning the business and affairs of the Company.

"Net Cash" means all cash receipts of the Company, less expenses of the Company and the reserves determined by the Managers to be required to pursue the business of the company.

"Net Profit" and "Net Loss" have the meaning given in Section 2 of Exhibit B hereto.

"Organization Date" means the date on which the Articles are filed with the Texas Secretary of State as provided in Section 2.3.

"Percentage interest" means, with respect to any Member, the "Percentage Interest" of such Member as set forth on Exhibit A (as may be adjusted pursuant to Section 6.2 or 6.4). The sum of the Members' Percentage Interest shall at all times be one hundred percent (100%).

"Person" means any natural person, corporation, trust, association, joint stock company, partnership, limited liability company, joint venture or other entity or any government or agency, instrumentality or political subdivision thereof.

"Pledge" means, with respect to an Economic Interest or Membership Interest, the subjecting of such Economic Interest or Membership Interest (or any interest therein) to any security interest, lien, pledge, charge or other encumbrance, whether voluntary or involuntary, or any other hypothecation or such Economic Interest or Membership Interest.

"Tax Matters Member" means the number chosen pursuant to Internal Revenue Code §623(a)(7) to deal with the Internal Revenue Service on tax matters.

"Transfer" means, with respect to an Economic Interest or Membership Interest, any sale, assignment, conveyance or other transfer (other than a Pledge) of such Economic Interest or Membership Interest (or any interest therein), whether voluntary or involuntary, including a transfer by operation of law.

"Treasury Regulation" means the final, temporary and proposed regulation of the United States Treasury Department promulgated under the Code.

A R T I C L E 2
Organization of Company
Formation of Company

2.01. The Members have formed a limited liability company under the Act by properly executing and filing the Articles and executing this Agreement. The rights, duties, and liabilities of the Members and the Managers are determined pursuant to the Act, the Articles, and this Agreement.

Company Name

2.02. The name of the Company shall be **OLIVE TREE DEVELOPMENT, LLC**. The Company will transact business under that name. However, the Company may conduct business under another name if the Members think it advisable, provided that the Members comply with the Act and any other applicable laws, file fictitious name certificates and the like, and file any necessary amendments.

Company Purpose

2.03. The purpose of the Company is to operate, supervise, develop, lease, own, and manage day care centers under the name “The Learning Experience”. The Company may conduct any lawful business.

Principal Place of Business

2.04. The principal place of business of the Company is: 32 Edelman Irvine, CA 92618 or at such other place or places as may be determined by Managers consent from time to time.

Operative Date of Agreement

2.05. The provisions of this Agreement shall take effect on the date of execution of this Agreement as specified below.

Term of Agreement

2.06 The Company shall exist from the organization date and continue until the Company is dissolved, liquidated and terminated pursuant to section 19.01.

A R T I C L E 3
Members and Membership Interests

Names, Addresses, and Initial Capital Contributions of Members

3.01. Members, their respective addresses, their initial capital contributions to the Company, and their respective percentage interests in the Company are set forth on Schedule A, attached to this Agreement and made a part of it. Each Member agrees to make the initial contribution set out in Schedule A within 10 days from the date of execution of this Agreement. Schedule A shall be amended from time to time to reflect any changes or adjustments in the respective contributions or percentage interests of the Members as required or permitted under this Agreement.

Failure to Make Contribution

3.02. (a) If a Member is required to contribute property or services in accordance with Paragraph 3.01 and Schedule A of this Agreement and fails to make that contribution within 30 days from the date of execution of this Agreement, that Member shall be obligated, at the option of the Company, to contribute cash equal to that portion of the agreed value, as stated in Schedule A of the contribution that has not been made. The foregoing option shall be in addition to, and not in lieu of, any other rights, including the right to specific performance, that the Company may have against the Member.

(b) The interest of a Member who fails to make the initial contribution provided for in Paragraph 3.01 shall be subject, at the option of the Company, to any or all of the following remedies:

- (1) Loss of voting and approval rights until contribution has been made.
- (2) Payment of damages in the amount of the agreed contribution.

(c) In addition to the remedies provided for in Subparagraph (b) of this Paragraph, the defaulting Member's interest in the Company is subject, at the option of the Company, to the following:

- (1) Reduction, dilution or elimination of the defaulting Member's proportionate interest in the Company;
- (2) Subordination the defaulting Member's interest in the Company to that of non-defaulting Members;
- (3) Forced sale of the Membership interest on the terms specified in Section 3.13 through 3.17 of this Agreement;

(4) The lending or contribution by other Members of the amount necessary to meet the defaulting Member's commitment;

(5) Adjustment of the interest rates or other rates of return, preferred, priority, or otherwise, with respect to contributions by or capital accounts of the other Members; or

(6) Fixing the value of the defaulting Member's interest in the Company by appraisal, formula and redemption, or sale of the defaulting Member's interest in the Company at a percentage of that value.

(d) The obligation of a Member to make the initial contribution required by Section 3.01 may be compromised only by unanimous vote of the Members.

Future Contributions

3.03. (a) Members are not required to make future capital contribution to the Company other than that required under Section 3.01 as follows:

All additional contributions made in accordance with Subparagraph (a), above, shall be made on a pro rata basis in accordance with the respective percentage interests of the Members of the Company, unless the Members unanimously agree to a different method of determining contributions. If additional contributions are made other than on a pro rata basis, the respective percentage interests of the Members in the Company shall be adjusted to reflect the total respective contributions of the Members, and Schedule A of this Agreement shall be amended accordingly.

(b) Any Member who fails to make an additional capital contribution after that contribution has been validly authorized in accordance with Subsection (a), above, shall be subject to the remedies specified in Paragraph 3.02(a) and (c).

Member Loans or Services

3.04. Except as specified in Schedule A, services by any Member to the Company may not be considered to be contributions to the capital of the Company, and loans by any member to the Company shall not be treated as capital contributions to the Company. Any compensation that the Company pays to a Member for services, and any payment made by the Company to a Member on that Member's loan to the Company, shall not be treated as payment made to that Member acting in his capacity as a Member under Internal Revenue Code Section 707.

Capital and Capital Accounts

3.05. (a) The initial Capital Contribution of each Member is as set forth in Schedule A. No interest may be paid on any Capital Contribution.

(b) The Company will establish and maintain an individual Capital Accounts for each Member pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)

(c) No Member has the right to withdraw his or her capital contribution or to demand and receive property of the Company or any distribution in return for his or her Capital Contribution, except as may be specifically provided in this Agreement or required by law. No Member may receive out of Company property any part of that Member's capital contribution until (1) all liabilities of the Company, except liabilities to Members on account of their loans, have been paid or sufficient Company property remains to pay them, and (2) all Members consent, unless the return of the contribution to capital is rightfully demanded as provided in the Act.

(d) Subject to the provisions of Subparagraph 3.05(c), a Member may rightfully demand the return of that Member's Capital Contribution (1) after the Company has been dissolved and wound up pursuant to Article 21 of this Agreement, or (2) as may otherwise be provided in the Act. A member may demand and receive only cash in return for the Member's Capital Contribution.

Admission of Additional Members

3.06. The Members may admit to the Company additional members to participate in the profits, losses, available cash flow, and ownership of the assets of the Company on such terms as are determined by all of the Members. Admission of any additional Member requires the written consent of all members then having any interest in the Company. Any additional Members are allocated gain, loss, income, or expense by the method provided in this Agreement.

Limitation on Liability

3.07. No Member is liable under a judgment, decree, or order of the court, or in any other manner, for a debt, obligation, or liability of the Company, except as provided by law. No Member is required to loan any funds to the Company.

No Individual Authority

3.08. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to act for, or to undertake or assume, any obligation, debt, or responsibility on behalf of, any other Member of the Company.

No Member Responsible for Other Member's Commitment

3.09. In the event that a Member has incurred any indebtedness or obligation before the date of this Agreement that relates to or otherwise affects the Company, neither the Company nor any other Member has any liability or responsibility with respect to the indebtedness or obligation unless the indebtedness or obligation is assumed by the Company pursuant to a written instrument signed by all Members. Furthermore, neither the Company nor any Member is responsible or liable for any indebtedness or obligation that is subsequently incurred by any other Member. In the event

that a Member (the "liable Member"), whether before or after the date of this Agreement, incurs (or has incurred) any debt or obligation that neither the Company nor any of the other Members is to have any responsibility or liability for, the liable Member must indemnify and hold harmless the Company and the other Members from any liability or obligation they may incur in respect of the debt or obligation.

Transfer and Assignment of Membership Interests

3.10. Other than to a trust created by a Member for estate planning purposes, no Member may assign, convey, sell, encumber, or in any way alienate all or any part of his interest in the Company as a Member without the prior written consent of all the other Members, which consent may be given or withheld, conditioned or delayed (as allowed by this Agreement or the Act), as the remaining Members may determine in their sole discretion. The remaining members in their sole discretion may require that any Member proposing to sell, assign, or in any way alienate all or any part of his or her interest in the Company offer the remaining members a right of first refusal to purchase that interest on the terms specified in Sections 3.13 through 3.17 of this Agreement. Within 30 days after notice by a Member that the Member proposes to sell, assign, or in any way alienate all or any part of his or her interest in the Company, the remaining members shall advise the Member in writing of their consent or refusal to consent to the proposed transfer, and of any terms or conditions imposed with respect to the sale. If the remaining Members do not advise the Member of their consent or refusal to consent, or of any applicable conditions, within that 30-day period, they shall be deemed to have consented to the proposed sale, assignment, or other transaction. Transfers in violation of this Section are effective only to the extent set forth in Paragraph 3.12(b), below.

Further Restrictions on Membership Transfers

3.11. Other than to a trust created by a Member for estate planning purposes, no Member may assign, convey, sell, encumber, or in any way alienate all or any part of his interest in the Company (1) without registration under applicable federal and State securities laws, or unless, the Member delivers an opinion of counsel satisfactory to the Company that registration under those laws is not required; or (2) if the interest to be sold or exchanged, when added to the total of all other sold or exchanged in the preceding 12 consecutive months prior to that time, would result in the tax termination of the Company under Internal Revenue Code Section 708 .

Substitute Members

3.12. A transferee may become a Substitute Member if (1) the requirements of Subsections 3.09 and 3.10, above, are met; (2) the person executes an instrument satisfactory to the remaining Members accepting and adopting the terms and provisions of this Agreement; and (3) the person pays all reasonable expenses in connection with his or her admission as a remaining Member.

Effect of Transfer

3.13. (a) Any permitted transfer of all or any portion of a Member's interest in the Company takes effect on the first day of the month following receipt by the Members of written notice of transfer. Any transferee of an interest in the Company takes subject to the restrictions

on transfer imposed by this Agreement.

(b) On a transfer of a Member's interest in the Company in violation of this Agreement, the transferee has no right to participate in the management of the business and affairs of the Company or to become a Member, but the transferee is entitled only to receive the share of profits or other compensation by way of income and the return of contributions to which the transferor of the interest in the Company would otherwise be entitled.

Option to Purchase Member's Interest

3.14. In the event of the death of any Member, or the forced sale of any Member's interest as otherwise provided in this Agreement, the remaining Members shall have an option to purchase that Member's interest in the Company by paying to that Member or the person legally entitled thereto the value of that Member's interest, determined as provided in Section 3.14. The remaining Members shall give written notice of their exercise of this option to the Member, or the personal representative of a deceased Member. In the case of a deceased Member, this notice shall be given within 90 days after the death of the deceased Member. The portion of the interest that an individual remaining Member may purchase under this Agreement shall be that proportion which the remaining Member's net worth in the Company bears to the total net worth in the Company of all remaining Members. The amount of the purchase prices shall be determined under Section 3.15 of this Agreement. If any remaining Member is unable or unwilling to purchase his or her proportionate share of the interest of a Member as provided in this Section, that right may be exercised and the interest purchased by the other remaining Members. No remaining Member shall be denied a right to participate in any such purchase if that Member delivers to all other Members a written declaration of intent to participate. This written declaration shall be delivered to each other Member within 90 days after the death, retirement, resignation, or expulsion of the departing Member.

Purchase Price of Member's Interest

3.15. On any purchase or sale of a Member's interest under Paragraph 3.02(c)(3), 3.09, or 3.13 of this Agreement, the purchase price of that interest shall be determined as follows:

(a) The departing or deceased Member, or that Member's legal representative, and the remaining Members shall appoint a single appraiser. If the parties are unable to agree on the identity of the appraiser within 120 days after the giving of the notice required in Section 3.09 or 3.13, each party thereafter shall appoint his or her own appraiser. If the two appraisers so appointed are unable to agree on the value of the interest within 45 days after being so appointed, they shall appoint a third appraiser. The decision in writing of any two of the three appraisers so appointed shall be binding and conclusive on the parties to this Agreement and on any person legally entitled to receive the value of the departing or deceased Member's interest. All fees and expenses of each appraiser shall be paid by the purchasing and selling parties in equal proportions.

(b) In determining the value of the membership interest to be purchased, the appraisers

shall value:

- (1) All items of inventory at their actual cost to the Company.
- (2) All tangible assets of the Company, including lands, buildings, fixtures, machinery, automobiles, and equipment, at their fair cash market value.
- (3) All accounts receivable due the Company that are not more than 90 calendar days old and not barred by the statute of limitations at one-half their face value.
- (4) All accounts receivable due the Company that are less than 90 calendar days old at their full-face value.
- (5) Goodwill and other intangible assets of the Company at their fair cash market value.

Payment of Purchase Price

3.16. On any purchase and sale of a Member's interest under to this Agreement, the remaining Members shall pay to the person legally entitled thereto the value of the interest, determined as provided in Section 3.14 of this Agreement, in the following manner: [One half in cash on receipt of the appraisers' report, and the balance in 12 equal consecutive monthly installments commencing not later than 30 days after receipt of that report.] Each Monthly installment shall be applied first to interest at the rate of [zero (0%)] percent per annum on the then remaining unpaid principal balance of the purchase price from the date the appraisers' report was received by the remaining Members and then to the reduction of principal.

Assumption of Departing Member's Obligations

3.17. On any purchase and sale of a Membership interest under this Agreement, the remaining Members shall assume all Membership obligations and shall protect, defend, and indemnify the departing Member, the personal representative and estate of a deceased Member, and the property of any departing Member, from liability for any Membership obligations of the departing Member.

Publication of Notice

3.18. On any purchase and sale of a Membership interest under this Agreement, the remaining Members shall, at their own cost and expense, as soon as reasonably practicable, prepare, publish, file, and serve all notices that may be required by law to protect the departing Member and the personal representative and estate of a deceased Member from liability for future obligations of the Membership business.

**A R T I C L E 4
POWER TO AMEND AGREEMENT**

4.01. The power to adopt, alter, amend, or repeal this Agreement is vested entirely in the Members of the Company.

**A R T I C L E 5
MANAGEMENT RIGHTS IN MANAGERS**

5.01. The right to exercise the powers of the Company and to manage the business and affairs of the Company is vested entirely in the Managers.

**A R T I C L E 6
ELECTION OF MANAGERS**

6.01. (a) The names and business addresses of the Managers are as follows:

- 1) **Omar Khoja**
- 2) **Louay Akil**
- 3) **Amer Boukai**

(b) Managers serve until they resign or are removed under Article 7.

**A R T I C L E 7
REMOVAL OF MANAGERS**

7.01. (a) The Members may remove a Manager if the Manager acts outside the scope of the Manager's authority.

(b) At any meeting of Members called expressly for the purpose, a Manager may be removed for any reason, with or without cause, on a resolution adopted by the Members.

**A R T I C L E 8
QUORUM OF MANAGERS**

8.01. Except when there is but a single Manager, at all meetings of the Managers, two of the Managers must be present to constitute a quorum for the transaction of business.

**A R T I C L E 9
ACTION BY MANAGERS**

9.01. Except when there is but a single Manager, an act of the Managers is effective if three of the Managers vote approval of the act at a meeting at which a quorum of Managers is present.

**A R T I C L E 10
COMPENSATION OF MANAGERS**

10.01. Members may, by unanimous consent establish reasonable compensation of all Managers for services to the Company. The compensation may include pensions, disability benefits, and death benefits.

**A R T I C L E 11
OFFICERS**

11.4.1 Appointment of Officers. The Managers may appoint a Chairman, President, Secretary, Chief Financial Officer, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Financial Officers, and such other officers as may be appointed in accordance with the provision of Section 12.4. Any number of officers may be held by the same person. Any such officers shall be chosen by the Managers, and each shall serve at the pleasure of the Managers. The names of the initial officers are as follows:

President: **Amer Boukai**

Vice President: **Louay Akil**

Treasurer: **Amer Boukai**

Secretary: **Amer Boukai**

11.4.2 Removal, Resignation of Officers. Any officer may be removed, with or without cause, by the Managers any time upon written notice. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be filled only by the Managers.

11.4.3 Chairman. The Chairman of the Company, if any, shall, if present, preside at meetings of the Managers, if any and exercise and perform such other powers and duties as may be from time to time assigned to him by the Managers. If there is no President, the Chairman, if

any, shall, in addition be the chief executive officer of the Company and shall have the powers and duties prescribed in Section 12.4.4.

11.4.4 President. The President of the Company, if any, shall be the chief executive officer of the Company and shall, subject to the control of the Managers and the restrictions set forth herein, have general supervision, direction, and control of the day-to-day business and affairs of the Company and shall have such other powers and duties as may be prescribed by the Managers.

**A R T I C L E 1 2
EXECUTION OF DOCUMENTS**

12.01. The Managers have the authority to execute documents and instruments for the acquisition, mortgage, or disposal of property on behalf of the Company.

**A R T I C L E 1 3
MEETINGS OF MEMBERS**

No Annual Meeting

13.01. The Company is not required to hold a regular annual meeting of Members.

Special Meetings

13.02. Special meetings of the Members will be held on request of any Member. The Member(s) calling the meeting shall cause written notice of the location, date, and time of the meeting, and the general nature of the business to be transacted, to be sent by first class mail to the Members entitled to vote at that meeting at least 10 days before the scheduled date of the meeting.

Record Date

13.03. Only persons whose names are listed as members in the official records of the Company 30 days before any meeting of the Members are entitled to notice of or to vote at that meeting.

Waiver of Notice

13.04. (a) The transactions of any meeting of Members, however called and noticed and wherever held, are as valid as if made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy and if, either before or after the meeting, each of the Members

entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes of the meeting. All waivers, consents, and approvals must be filed with the records of the Company or made a part of the minutes of the meeting. Except as otherwise provided, neither the business to be transacted nor the purpose of any meeting of Members need be specified in any written waiver of notice, consent to the holding of the meeting, or approval of the minutes of the meeting.

(b) Attendance by a Member at any meeting also constitutes a waiver of notice to that person if he or she fails to object at the beginning of the meeting to the transaction of business because the meeting was not lawfully called or convened, but attendance does not constitute a waiver of the right to object to the consideration of matters required to be included in the notice but not so included if the objection is expressly made at the meeting.

Quorum

13.05. At all meetings of the Members, three Members must be present to constitute a quorum for transaction of business.

**ARTICLE 14
ACTIONS BY MEMBERS AND VOTING RIGHTS
Votes Required to Act**

14.01. Except as otherwise provided in this Agreement, an act of the Members of record is effective if the majority of Members' votes adopt the act at a meeting at which a quorum of Members is present. The voting rights of the Members are to be distributed in proportion to each Member's contribution to capital in the following manner: One vote for each percentage interest in Company.

Vote by Proxy

14.02. Members may vote either in person or by proxy. Proxies must be executed in writing by the Members. A telegram, cablegram, or similar transmission by the member or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by a Member is deemed an execution in writing for purposes of this Agreement.

Actions of Tax Matters Member

The Chief Financial Officer shall act as Tax Matters Member (Partner) of the company under Internal Revenue Code §6231 (a) (7).

**ARTICLE 15
ACTION BY CONSENT WITHOUT MEETING**

15.01. Any action permitted to be taken by the Members may be taken without a meeting if all Members individually or collectively consent by signing a written approval of the action. Any action by written consent shall have the same force and effect as a unanimous vote of the Members.

A R T I C L E 1 6
ALLOCATIONS: DISTRIBUTIONS AND INTERESTS
Allocation of Net Income, Net Loss, or Capital Gains

16.01. (a) Except as may be expressly provided otherwise in this Article 15, and subject to the provisions of Internal Revenue Code Section 704(c), the net income, net loss, or capital gains of the Company for each fiscal year of the Company is allocated to the Members, pro rata in accordance with their percentage interests in the Company.

(b) If a Member, on formation of the Company or at any time thereafter, contributes property with an adjusted income tax basis different from the fair market value at which the property is accepted and credited to that Member's capital account, then solely for income tax purposes and the determination of each Member's distributive share of the net Company profits and losses, any depreciation, depletion, gain, or loss with respect to that property shall be allocated in accordance with Internal Revenue Code Section 704(c) of 1986 and Treasury Regulations Section 1.704-3(a)(1).

Distribution of Available Cash

16.02. Periodically, but not less frequently than at the end of each calendar quarter, the available cash of the Company, if any, must be distributed to the Members, pro rata in accordance with their percentage interests. For any calendar quarter, available cash need not be distributed to the extent that the cash is required for a reasonable working capital reserve for the Company; the amount of the reasonable working capital reserve is to be determined by the Members.

Allocation of Income and Loss and Distributions in Respect of Interests Transferred

16.03. (a) If any interest in the Company is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any fiscal year of the Company, each item of income, gain, loss, deduction, or credit of the Company for the fiscal year must be assigned pro rata to each day in the particular period of the fiscal year to which the item is attributable (that is, the day on or during which it is accrued or otherwise incurred) and the amount of each item so assigned to any day shall be allocated to the Member based on his or her respective interest in the Company at the close of the day. For the purpose of accounting convenience and simplicity, the Company may treat a transfer of, or an increase or decrease in, an interest in the Company that occurs at any time during a semimonthly period (commencing with the semimonthly period including the date of this Agreement) as having been consummated on the first day of the semimonthly period, regardless of when during the semimonthly period

the transfer, increase, or decrease actually occurs (that is, sales and dispositions made during the first 15 days of any month are deemed to have been made on the 16th day of the month).

(b) Distributions of the Company assets in respect of any interest in the Company shall be made only to the Members who, according to the books and records of the Company, are holders of record of the interests in respect of which the distributions are made on the actual date of distribution. Neither the Company nor any Member incurs any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or Member has knowledge or notice of any transfer or purported transfer of ownership of interest in the Company that has not been approved by unanimous vote of the Members. Notwithstanding any provision above to the contrary, gain or loss of the Company realized in connection with a sale or other disposition of any of the assets of the Company must be allocated solely to the parties owning interests in the Company as of the date the sale or other disposition occurs.

ARTICLE 17
INDEMNIFICATION, FIDUCIARY DUTIES, COMPETITION, AND TRADE SECRETS
Indemnification and Fiduciary Duties

17.01. The Company will indemnify Members and Managers for any act taken in the capacity of a Member or Manager, other than acts that involve a breach of fiduciary duty. The standard of the fiduciary duty each Member and Manager owes to the Company and to its Members are those of a partner to a partnership and to the partners of the partnership. A Member's or Manager's standard of conduct owed to the Company and other Members and Managers is to act in the highest good faith to the Members and Managers, and a Member or Manager may not seek to obtain an advantage in the Company affairs by the slightest misconduct, misrepresentation, concealment, threat, or adverse pressure of any kind.

Power of Member to Do Business With LLC

17.02. No Member or Manager, acting in that Member's or Manager's individual capacity, shall have the power to do business with the Company at any time, unless the transaction is approved in writing in advance by all of the Members and is fair and equitable to the Company, in the Company's best business interest, and in accordance with the basic fiduciary principles specified in Section 16.01.

Non Competition

17.03. Voided.

Protection of Trade Secrets

17.04. Each Member and Manager acknowledges that the customer lists, trade secrets, processes, methods, and technical information of the Company and any other matters designated by

all of the Members or Managers are valuable assets. Unless he obtains the written consent of each Member of the Company, each Member and Manager agrees never to disclose to any individual or organization, except in authorized connection with the business of the Company, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this Section while a Member or Manager of the Company, or at any later time.

A R T I C L E 1 8
C O M P A N Y R E C O R D S A N D R E P O R T S

Required Books and Records

18.01. The Company shall keep the following books and records in compliance with Corporations Code Section 17058:

(a) A current list setting forth, in alphabetical order, the full name and last known business or residence address of each Member and of each holder of an economic interest in the Company, together with the contribution and the share in profits and losses of each Member and holder of an economic interest.

(b) A copy of the Company's Articles of Organization and all amendments thereto, together with any powers of attorney pursuant to which the Articles of Organization or any amendments thereto were executed.

(c) Copies of the Company's federal, State, and local income tax or information returns and reports, if any, for the three most recent taxable years.

(d) A copy of this Agreement, and any amendments thereto, together with any powers of attorney pursuant to which any written Operating Agreement or any amendments thereto were executed.

(e) Copies of the Company's financial statements, if any, for the three most recent fiscal years.

(f) Accurate books and records of the Company's internal affairs for at least the current and past three fiscal years.

(g) A current list of the full name and business or residence address of each Manager.

Records and Accounting; Fiscal Year

18.02. The books and records of the Company must be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be

followed by the Company for federal and State income tax purposes. The books and records of the Company must reflect all Company transactions and must be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes is the calendar year.

Access to Accounting Records

18.03. All books and records of the Company must be maintained at any office of the Company or at the Company's principal place of business, and each Member, and his or her duly authorized representative, must have access to them at the office of the Company and the right to inspect and copy them at reasonable times.

Annual and Tax Information

18.04. The Managers must use their best efforts to cause the Company to deliver to each Member, within 30 days after the end of each fiscal year, all information necessary for the preparation of each Member's federal income tax return. The Managers must also use their best efforts to cause the Company to prepare, within 60 days after the end of each fiscal year, a financial report of the Company for the fiscal year, which must contain a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the capital accounts of the Members.

**ARTICLE 19
DISSOLUTION AND WINDING UP OF COMPANY
Events Causing Dissolution**

19.01. The Company shall be dissolved, its assets shall be disposed of, and its affairs shall be wound up on the first to occur of the following events:

(a) On determination by Members owning more than 70 percent of the interests in the Company that the Company should be dissolved after having first given to all Members thirty (30) days written notice of the Members decision to dissolve and a subsequent written confirmation of the Members determination to dissolve given after the expiration of the thirty-day notice period described above. Upon receipt of written notice of the determination to dissolve given by a Member or Members owning more than twenty percent of the interests in the Company, the remaining Members may purchase the dissolving Members interests in the Company pursuant to the provisions of Article 3 of this Agreement as it pertains to the purchase of a deceased members interest thereby avoiding the dissolution of the Company.

(b) On the death, insanity, bankruptcy, retirement, resignation, or expulsion of any Member, unless at least 50 percent of the remaining Members consent to continue the Company within 90

days of the dissolution event.

- (c) On the expiration of the term of the Company.
- (d) At any earlier time at which dissolution may be required under any applicable law.

Persons Who May Conduct Winding Up

19.02. (a) The Members who have not wrongfully dissolved the Company may wind up the Company's affairs. The persons winding up the affairs of the Company shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company.

(b) The Members winding up the Company's affairs shall be entitled to reasonable compensation.

Distribution of Assets After Provision for Payment of Creditors.

19.03. (a) After determining that all the known debts and liabilities of the Company including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed among the Members according to their respective rights and preferences as follows:

- (1) To members in satisfaction of liabilities for distributions pursuant to Corporations Code Sections 17201, 17202, or 17255.
- (2) To Members for the return of their contributions.
- (3) To Members in the proportions in which those Members share in distributions.

(b) The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, has been adequately provided for if the payment has been provided for by either of the following means:

- (1) Payment has been assumed or guaranteed in good faith by one or more financially responsible persons or by the United States Government or any agency thereof, and the provision, including the financial responsibility of the person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the Company's assets pursuant to this Section 18.03.
- (2) The amount of the debt or liability has been deposited with the Controller of the State of Texas pursuant to Corporations Code Section 2008.

A R T I C L E 2 0
MISCELLANEOUS PROVISIONS
Complete Agreement

20.01. This Agreement and the Articles of this Company constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter described. This Agreement and the Articles replace and supersede all prior agreements by and among any of the Members. This Agreement and the Articles supersede all prior written and oral statements; no representation, statement, or condition or warranty not contained in this Agreement or the Articles is binding on the Members or has any force or effect.

Governing Law

20.02. This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of **Texas**.

Binding Effect

20.03. Subject to the provisions of this Agreement relating to transferability, this Agreement is binding on and inures to the benefit of the Members, and their respective distributees, successors, and assigns.

Severability

20.04. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, the provision is fully severable, this Agreement is construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; and there will be added automatically as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Multiple Counterparts

20.05. This Agreement may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument. However, in making proof only one copy signed by the party to be charged is required.

Additional Documents and Acts

20.06. Each Member agrees to execute and deliver additional documents and instruments

and to perform all additional acts necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by it.

No Third-Party Beneficiary

20.07. This Agreement is made solely and specifically among and for the benefit of the parties to it, and their respective successors and assigns, subject to the express provisions of the Agreement relating to successors and assigns, and no other person has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise.

Tax Consequences

20.08. Members acknowledge that the tax consequence of each Member's investment in the Company is dependent on each Member's particular financial circumstances. Each Member will rely solely on the Member's financial advisors and not the Company. The Company makes no warranties as to the tax benefits that the Members receive or will receive as a result of the Member's investment in the Company.

Notices

20.09. Any notice, demand or communication under or in connection with this Agreement which any party desires or is required to give to any other party shall be in writing and shall be by personal delivery or sent by certified mail or for overnight delivery, postage and fees prepaid, in the United States mail to the mailing addresses set forth below; or by delivering the notice to any private delivery service for overnight delivery, charges prepaid or charged to the sender's account and sent to the recipient's address set forth below; or to such other addresses as the parties may from time to time designate in writing. The effective date of any notice, demand or communication personally delivered shall be the date of actual receipt of such notice, demand or communication or the first business day after if such notice, demand or communication is received on a non-business day, or if sent by U.S. mail, or any private delivery service for overnight delivery, the date of actual delivery to the recipient, or if sent by certified or registered mail, four days after the date of mailing.

Amer Boukai
32 Edelman
Irvine CA 92618

Each of the foregoing shall be entitled to specify a different address by giving notice of the aforesaid to the other. Communication via e-mail shall not be sufficient to constitute notice under this Agreement.

Amendments

20.10. Any provision of this Agreement may be amended only with affirmative vote of the number of Members that would be required to approve the action authorized by the provision prior to its amendment. All amendments to this Agreement must be in writing and signed by all of the Members.

Private Adjustment of Disputes

20.11 Each Member shall be free to bring all differences of interpretation and disputes arising in connection with this Agreement to the attention of any other Member at any time without prejudicing their harmonious relationship and operations hereunder, and the good offices and facilities of all Members shall be available at all times for the prompt and effective adjustment of any and all such differences, either by mail, e-mail, telephone, or personal meeting under friendly and courteous circumstances.

Arbitration

20.12 Except for a petition for a temporary restraining order or preliminary injunction based on a reasonable claim of irreparable harm, any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement, as between the Company and a Member, or between or among the Members, shall be settled by private and confidential arbitration in Orange County, Texas, in accordance with the Commercial Rules of the American Arbitration Association then in effect. Discovery may be permitted pursuant to Texas Code of Civil Procedure. Arbitration shall be the exclusive dispute resolution process. The arbitrator(s) shall have no authority or power beyond that of a Texas court of law with subject matter jurisdiction of the controversy or claim. The arbitrator(s) shall have no authority to award punitive or exemplary damages. Any Member may commence arbitration by sending a written demand for arbitration to the other Member(s) by any method specified in Section 19.01. Such demand shall set forth the nature of the matter to be resolved by arbitration. The substantive law of the State of Texas shall govern the arbitration tribunal and shall be applied by the arbitrator(s) to the resolution of the dispute. The designation of a governing law for this Agreement shall be deemed an election to preclude application of the Federal Arbitration Act. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. Such court may issue a writ of execution to enforce the arbitrator's decision.

Title to Company Property

20.13. Legal title to all property of the Company must be held and conveyed in the name of the Company.

Reliance on Authority of Person Signing Agreement

20.14. In the event that a Member is not a natural person, neither the Company nor any Member will (1) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of the entity or to determine any fact or circumstance bearing on the existence of the authority of the individual, or (2) be required to see to the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of the entity.

Warranty of Each Member

20.15. Each Member agrees, represents, and warrants that at the time he executes this agreement, either

(a) He is under no legal obligation, by way of judgment, agreement, contract, or otherwise, specifically including but not limited to any employment agreement, marital settlement agreement, prenuptial or postnuptial agreement, non-marital property agreement, or creditor's agreement, that conflicts with the terms of this Agreement or might impede that Member's ability to comply with the terms of this Agreement, including but not limited to those provisions of this Agreement respecting the operation and management of the Company or dealing with the transfer or interests in the Company; or

(b) That if he is under any legal obligation referred to in subsection (a), above, he shall supply, at the time he executes this Agreement, a signed consent by each person legally entitled to enforce that obligation, in substantially the form of the spousal consent form attached to this Agreement, modified as appropriate to the circumstances and approved by all the other members of the Company, by which that person legally entitled to enforce the obligation agrees to be bound by all provisions of this Agreement.

Attorney's Representation

20.16 The parties acknowledge that the Company's counsel prepared this Agreement on behalf of the Company and in his course of representation of the Company and that:

1. The Members and Managers have been advised by the Company's counsel that a conflict may exist among their individual interests:
2. The Members and Managers, have been advised by the Company's counsel to seek the advice of independent counsel, and
3. The Members and Managers have had the opportunity to seek the advice of independent counsel concerning their individual rights and obligations.

Formation

20.17 The Articles of Organization were filed with the Texas Secretary of State on June 9, 2022 File Number **804602224**.

Effective Date of Agreement

20.19 The Effective Date of this Agreement is: June 10, 2022.

INWITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date of the Articles of Organization are accepted for filing by the Secretary of State.

OLIVE TREE DEVELOPMENT, LLC:

Managers:



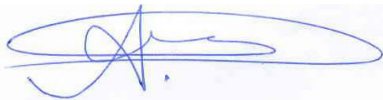
By: _____

Omar Khoja



By: _____

Louay Akil




By: _____

Amer Boukai

Members:

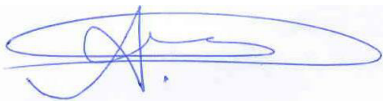
1) Ordek LLC

By:  _____
Omar Khoja- Manager

2) Cheshire Enterprises LLC

By:  _____
Louay Akil - Manager

5) Amer Boukai


By: _____
Amer Boukai

SCHEDULE "A"

To the
 OPERATING AGREEMENT
 OF
OLIVE TREE DEVELOPMENT, LLC
 a Texas Limited Liability Company


6/10/2022

MEMBER NAME	AMOUNT CONTRIBUTED	PERCENTAGE OWNERSHIP
1. ORDEK LLC	\$250,000	33.34%
2. CHESHIRE ENTERPRISES, LLC	\$250,000	33.33%
3. AMER BOUKAI	\$250,000	33.33%
TOTAL	\$750,000	100.00%

APPOINTMENT OF AGENT

I, **Amer Boukai**, manger of Olive Tree Development LLC the potential owner under the purchase agreement of the property and commercial business which is the subject of a request for zoning amendment/specific use permit to be considered by the Planning and Zoning Commission, do hereby appoint **Reese Brown** as Agent and Representative. I understand that in making this appointment, I grant him/her the authority to file the application and to speak on behalf of **Olive Tree Development, LLC** for purposes of proceedings before the City of Jersey Village Planning and Zoning Commission and City Council in connection with the requests being sought.

Signed this 24th day of June, 2022.



Property Owner/Commercial Business Owner

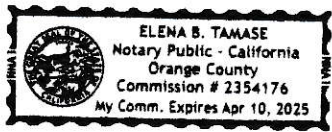
~~THE STATE OF TEXAS~~ §
~~COUNTY OF HARRIS~~ §
CALIFORNIA
ORANGE

BEFORE ME, the undersigned authority, this day personally appeared AMER BOUKAI, owner of the property and commercial business which is the subject of an application for zoning amendment/specific use permit being considered by the Planning and Zoning Commission, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 24th day of JUNE, 2022.

Elena B. Tamase

Notary Public in and for the
State of ~~Texas~~ CALIFORNIA



PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 11, 2022

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

Weldon Brown Engineering, LC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 800964144

The date of formation of the entity is: 04/13/2008

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

297 Waterford Way	Montgomery	TX	77356
<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Effective 12/31/2012, Reese W. Brown, III is no longer a member of Weldon Brown Engineering, LC., all of his stock in the company has been sold to Reese W. Brown, IV. Reese W. Brown, III will continue to represent and manage the civil engineering division of Weldon Brown Engineering, LC.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 1/1/2013

By:  _____

Signature of authorized person

Reese W. Brown, IV

Printed or typed name of authorized person (see instructions)

758860P 380701

TX2014 05-102
Ver. 1.X (Rev.9-13/32)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

FIELD MAIL
You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at 1-800-252-1381.

Tcode 13196

Taxpayer number

Report year

32036746470

2013

Taxpayer name WELDON BROWN ENGINEERING, LC			<input checked="" type="checkbox"/> Check box if the mailing address has changed.	
Mailing address 297 WATERFORD WAY			Secretary of State (SOS) file number or Comptroller file number 0800964144	
City MONTGOMERY	State TX	ZIP Code 77356	Plus 4	

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 297 WATERFORD WAY, MONTGOMERY, TX, 77356
Principal place of business 297 WATERFORD WAY, MONTGOMERY, TX, 77356

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



3203674647014

SECTION A Name, title and mailing address of each officer, director or manager.

Name REESE W BROWN, IV	Title	Director <input checked="" type="checkbox"/> YES	Term expiration m m d d y y 1 2 3 1 2 0
Mailing address 297 WATERFORD WAY	City MONTGOMERY	State TX	ZIP Code 77356
Name	Title	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code
Name	Title	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company NONE	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

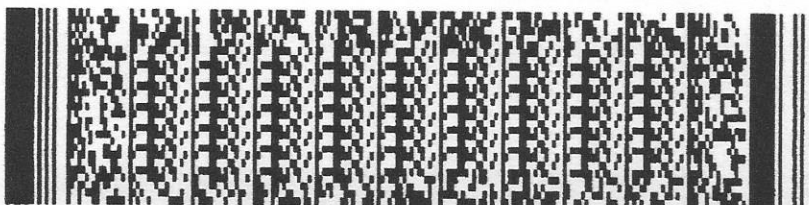
Name of owned (parent) corporation or limited liability company NONE	State of formation	Texas SOS file number, if any	Percentage of ownership
Registered agent and registered office currently on file (see instructions if you need to make changes) Agent: REESE WELDON BROWN IV		<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.	
Office: 297 WATERFORD WAY	City MONTGOMERY	State TX	ZIP Code 77356

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			
sign here	Title PRESIDENT	Date 2/6/14	Area code and phone number () -

Texas Comptroller Official Use Only

VE/DE <input type="checkbox"/>	PIR IND <input type="checkbox"/>
--------------------------------	----------------------------------



140583002103 PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 11, 2022

Form 424
 (Revised 05/11)
 Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512/463-5709
 Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.
FILED
 In the Office of the
 Secretary of State of Texas
FEB 07 2014
Corporations Section

Entity Information

The name of the filing entity is:

Weldon Brown Engineering, LC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 0800964144

The date of formation of the entity is: 04/13/2008

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Miramont Interests, LC

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

0800964144
 FEB 07 2014
 11:21 AM

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name M.I. Last Name Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) City State Zip Code TX

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

[Empty box for adding provisions]

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

[Empty box for altering provisions]

Delete each of the provisions identified below from the certificate of formation.

[Empty box for deleting provisions]

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

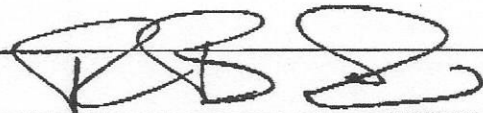
- A. This document becomes effective when the document is filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 02/06/2014

By:



Signature of authorized person

Reese W. Brown IV

Printed or typed name of authorized person (see instructions)

HARRIS COUNTY APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
1261050010002

Tax Year: 2022



Owner and Property Information										
Owner Name & Mailing Address: HSPNT LTD 8640 JONES RD,HOUSTON, TX 77065 PO BOX 771804 HOUSTON TX 77215-1804						Legal Description: TR 2 BLK 1 GULF COAST JERSEY VILLAGE R/P Property Address: 0 JONES RD HOUSTON TX 77065				
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map ^{1/2}
C2 -- Real, Vacant Commercial	8001 -- Land Neighborhood Section 1	E	0	62,387 SF	0	0	9145.07	224 -- ISD 04 - Northwest, btwn Beltway 8 and Hwy 6	4863D	409F

Value Status Information			
Value Status	Notice Date	Hearing Status	Shared CAD
Noticed	4/1/2022	Protest Received	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2021 Rate	2022 Rate
None	004	CYPRESS-FAIRBANKS ISD		Not Certified	1.339200	
	040	HARRIS COUNTY		Not Certified	0.376930	
	041	HARRIS CO FLOOD CNTRL		Not Certified	0.033490	
	042	PORT OF HOUSTON AUTHY		Not Certified	0.008720	
	043	HARRIS CO HOSP DIST		Not Certified	0.162210	
	044	HARRIS CO EDUC DEPT		Not Certified	0.004990	
	045	LONE STAR COLLEGE SYS		Not Certified	0.107800	
	070	JERSEY VILLAGE		Not Certified	0.742500	

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

Value as of January 1, 2021			Value as of January 1, 2022		
	Market	Appraised		Market	Appraised
Land	593,169		Land	593,169	
Improvement	0		Improvement	0	
Total	593,169	593,169	Total	593,169	593,169

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8001 -- Land Neighborhood Section 1	4300	SF	45,112	1.00	1.00	1.00	--	1.00	12.00	12.00	541,344.00
2	8001 -- Land	4500	SF	17,275	1.00	0.25	1.00	Restr or	0.25	12.00	3.00	51,825.00

PLANNING AND ZONING COMMISSION MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 11, 2022

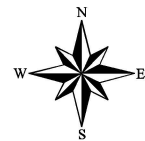
Neighborhood Section 1						Non-Conf			
---------------------------	--	--	--	--	--	----------	--	--	--

Building
Vacant (No Building Data)

Harris County Appraisal District

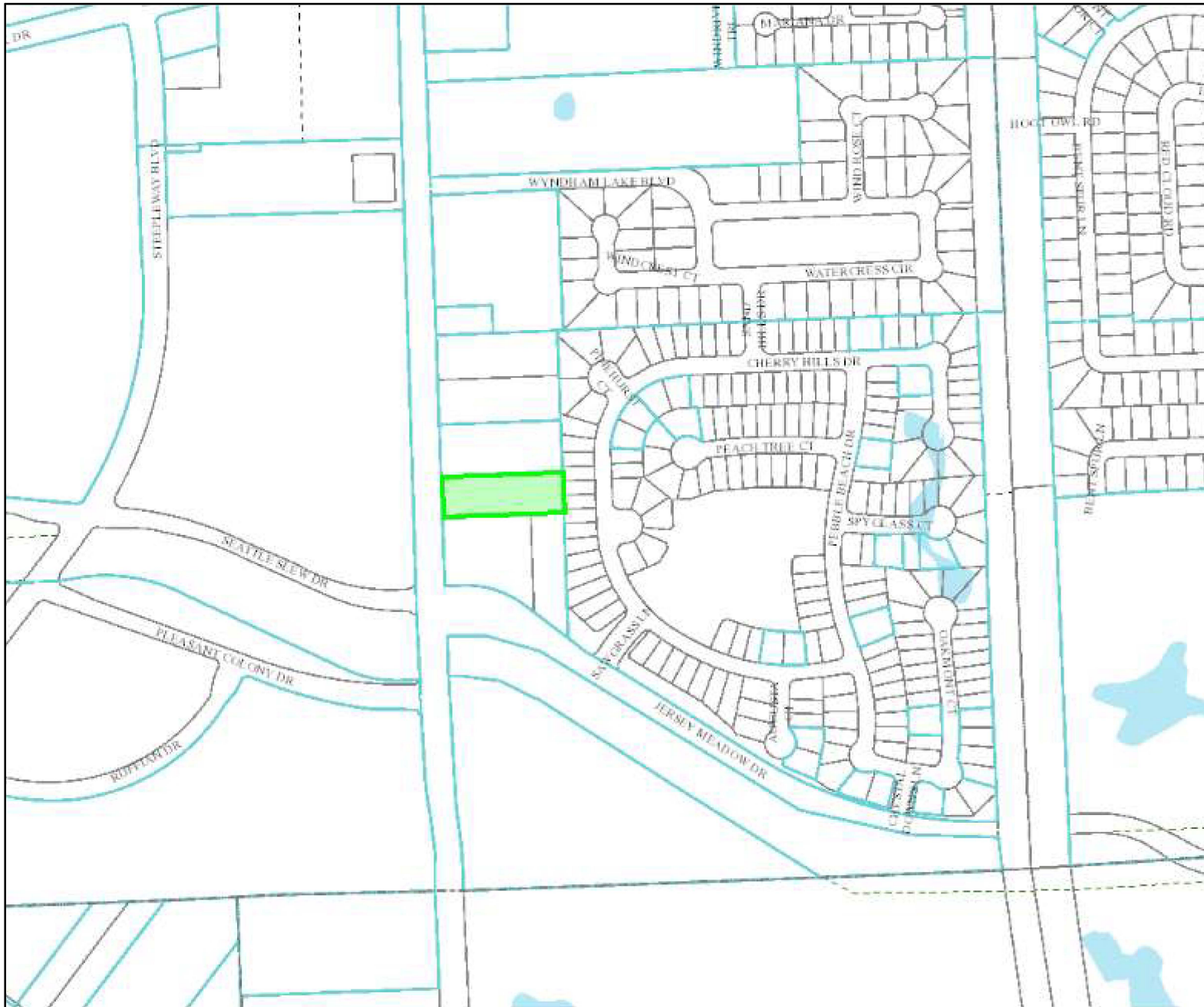


Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property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



0 130 260 520 Feet

Date: 6/28/2022



TLE DAYCARE

**PLANNING AND ZONING COMMISSION
CITY OF JERSEY VILLAGE, TEXAS
AGENDA REQUEST**

AGENDA DATE: July 11, 2022

AGENDA ITEM: E

AGENDA SUBJECT: Discuss and take appropriate action concerning a review of the City’s Code of Ordinances in order to identify code amendments needed to ensure that the codes conform with the goals and objects established by the City’s Comprehensive Plan.

Dept./Prepared By: Lorri Coody, City Secretary **Date Submitted:**

EXHIBITS: Presentation of Proposed Ordinance Edits

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

On May 18, 2022, City Council agreed to engage BBG to do a Zoning Ordinance update as one of the goals in the Comprehensive Plan is to “Encourage quality Community-orientated Retail and Restaurants”, “Encourage quality Community-orientated Entertainment”, to update city codes to conform to the Comprehensive Plan, and to “Review existing development codes to identify incompatibility with the vision and desired uses (higher quality restaurants, services, and entertainment), and to protect residential neighborhoods.”

Since May, BBG has been working with City Staff and a Planning and Zoning Commission Subcommittee to put together a listing of City Codes to be updated for the Commission’s consideration.

Accordingly, this item is to review and discuss the information put together by the Consultants, Staff, and the Planning and Zoning Commission Subcommittee in order to confirm which updates should appear on a future Planning and Zoning Commission agenda to begin the Ordinance amendment process outlined in Section 14-84 of the Code of Ordinances as follows:

- a. Planning and zoning commission preliminary report submitted to city council.
- b. Joint public hearing with the planning and zoning commission and city council.
- c. Planning and zoning commission final report to the city council.
- d. Action.

RECOMMENDED ACTION:

MOTION: Discuss and take appropriate action concerning a review of the City’s Code of Ordinances in order to identify code amendments needed to ensure that the codes conform with the goals and objects established by the City’s Comprehensive Plan.

Jersey Village – P&Z - July 11, 2022



TX BBG CONSULTING, INC.

Proposed Ordinance Updates – Residential Districts

General Intent of Proposed Changes

- The general intent for all proposed changes herein is to improve the useability and comprehensibility of the city ordinance for residents, builders, city staff and consultants. To that end, all changes were drafted with the goals of consolidation, organization, and to unify the intent of all ordinances with the explicit wording of the text.

LAND USE MAP OF THE CITY OF JERSEY VILLAGE, TEXAS

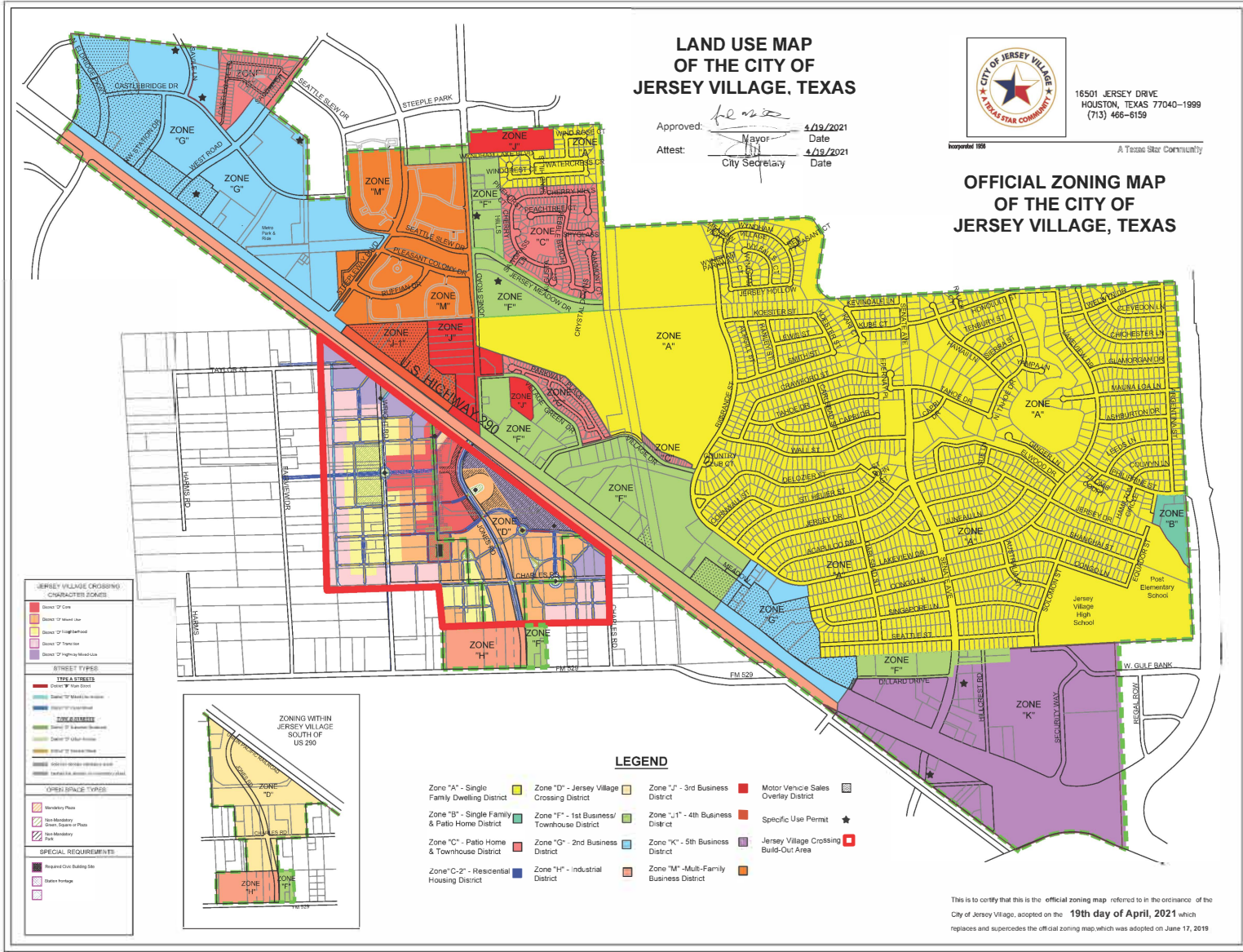
Approved: *[Signature]* 4/19/2021
 Mayor Date
 Attest: *[Signature]* 4/19/2021
 City Secretary Date



16501 JERSEY DRIVE
 HOUSTON, TEXAS 77040-1999
 (713) 466-6159

Incorporated 1928 A Texas Star Community

OFFICIAL ZONING MAP OF THE CITY OF JERSEY VILLAGE, TEXAS



JERSEY VILLAGE CROSSING / CROSSING ZONES

- Zone 'G' - Zone 'G'
- Zone 'M' - Zone 'M'
- Zone 'J' - Zone 'J'
- Zone 'I' - Zone 'I'
- Zone 'H' - Zone 'H'
- Zone 'D' - Zone 'D'
- Zone 'F' - Zone 'F'
- Zone 'C' - Zone 'C'
- Zone 'B' - Zone 'B'
- Zone 'A' - Zone 'A'

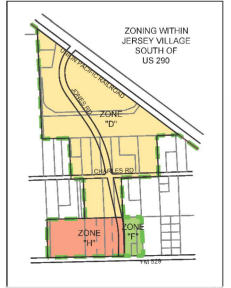
STREET TYPES

TRAFFIC SIGNALS

TRUCK PERMITS

OPEN SPACE TYPES

SPECIAL REQUIREMENTS



- LEGEND**
- Zone "A" - Single Family Dwelling District
 - Zone "B" - Single Family & Patio Home District
 - Zone "C" - Patio Home & Townhouse District
 - Zone "C-2" - Residential Housing District
 - Zone "D" - Jersey Village Crossing District
 - Zone "F" - 1st Business/ Townhouse District
 - Zone "G" - 2nd Business District
 - Zone "H" - Industrial District
 - Zone "I" - 3rd Business District
 - Zone "J" - 4th Business District
 - Zone "K" - 5th Business District
 - Zone "M" - Multi-Family Business District
 - Motor Vehicle Sales Overlay District
 - Specific Use Permit
 - Jersey Village Crossing Build-Out Area

This is to certify that this is the official zoning map referred to in the ordinance of the City of Jersey Village, adopted on the 19th day of April, 2021 which replaces and supercedes the official zoning map which was adopted on June 17, 2019

SUMMARY OF MAJOR MODIFICATIONS

- 1. New Residential Use Table.**
- 2. New Setback Tables within Residential Zoning District Regulations.**
- 3. Complete redesign of accessory structure regulations.**
 - a) Maximum of 50% square-footage of the main structure.
 - b) Maximum of three (3) structures.
 - c) 60% rear-yard coverage (flatwork, buildings).
 - d) one story maximum (15 feet or equal to the height of the one-story home).
- 4. Accessory Quarters/Guest Quarters**
 - a) Maximum of 600 SF (or if on the 2nd floor of the garage, garage footprint).
 - b) Can an Accessory Quarters have a kitchenette?
- 5. Building height considering floodplain regulations.**
- 6. Remove currently unused District C-2 (Townhouse district)**

Use Regulations for Residential Districts

USE	District A	District B	District C	District C-2	District M
Churches or other places of worship and related schools	PC See Note 6	PC See Note 6			
Electric power lines and Electric substations	PC See Note 2	PC See Note 2			
Golf courses and country clubs	P	P			
Greenhouse	A	A			
Home occupations	PC See Note 1	PC See Note 1	PC See Note 1	PC See Note 1	PC See Note 1
Model homes	PC See Note 3	PC See Note 3	PC See Note 3		
Multi-family dwellings					P
Municipal government buildings, police stations, fire stations, and public libraries	P	P			
Patio homes		P	P		
Public parks and playgrounds, public recreational facilities, public schools, community buildings and public museums not operated for profit	P	P			
Single-family dwellings	P	P			
Townhouses		P	P	PC See Note 4	
Water supply reservoirs, filter beds, towers, surface or below surface tanks, artesian wells, water pumping plants and water wells	P	P			
Additional Structures. Accessory uses and freestanding structures in addition to a single-family dwelling:					
Accessory quarters	PC See Note 5	PC See Note 5			
Detached private garage (1)	A	A			
Utility structure	A	A			
Greenhouse	A	A			
Hobby structure	A	A			
Pet house	A	A			
Playhouse	A	A			
Gazebo	A	A			
Cabana or dressing room	A	A			
Pool cover	A	A			

<p>PC Notes.</p> <p>Note 1: To operate a home occupation, the following standards shall be met: 1. The home occupation must be clearly incidental to the use of the dwelling as a residence; 2. No outdoor sign, display or storage of materials, goods, supplies or equipment shall be allowed; 3. There shall be no change to the exterior of the building nor any visible evidence or signs that the residence contains a home occupation; 4. A home occupation shall not generate a nuisance such as traffic, on-street parking, noise, and electrical interference or hazards; 5. The maximum area devoted to a home occupation shall be 25 percent of the gross floor area of the dwelling unit; 6. The home occupation shall not use employees who do not reside on the premises</p> <p>Note 2: Including accessory uses customarily incidental thereto; provided that any such accessory use shall not be so obnoxious or offensive as to be reasonably calculated to disturb persons of ordinary temper, sensibilities and disposition by reason of vibration, noise, view or the emission of odor, dust, smoke or pollution of any other kind. The height and area, construction, and other regulations provided by this section shall not apply to uses allowed by this subsection.</p> <p>Note 3: Provided that a builder may have no more than one model home in a subdivision. A model home must have a temporary certificate of occupancy and may be open for business only between the hours of 6:00 a.m. and 9:00 p.m. Use of a structure as a model home shall terminate on the first of the following events to occur: (i) the expiration of 30 days after building permits have been issued for 90 percent of the lots in the subdivision; or (ii) the expiration of 30 days after building permits have been issued for all lots owned by the builder in the subdivision; or (iii) the expiration of 180 days after issuance of the latest building permit to the builder for a lot in the subdivision.</p> <p>Note 4: Single-family townhouse style dwelling units in a unified development: 1. No "flats" or apartment style building shall be constructed in the district.</p> <p>Note 5: A dwelling unit meeting all of the following criteria: (i) It is located on the same building site as a principal building containing a dwelling used for single-family (detached) use (can include a kitchen); and (ii) It includes no more than six hundred square feet of gross floor area.</p> <p>Note 6: Churches or other places of worship which shall contain not less than 4,000 square feet of ground floor area. No church or other place of worship shall be constructed on a lot having less than five acres of total area.</p>
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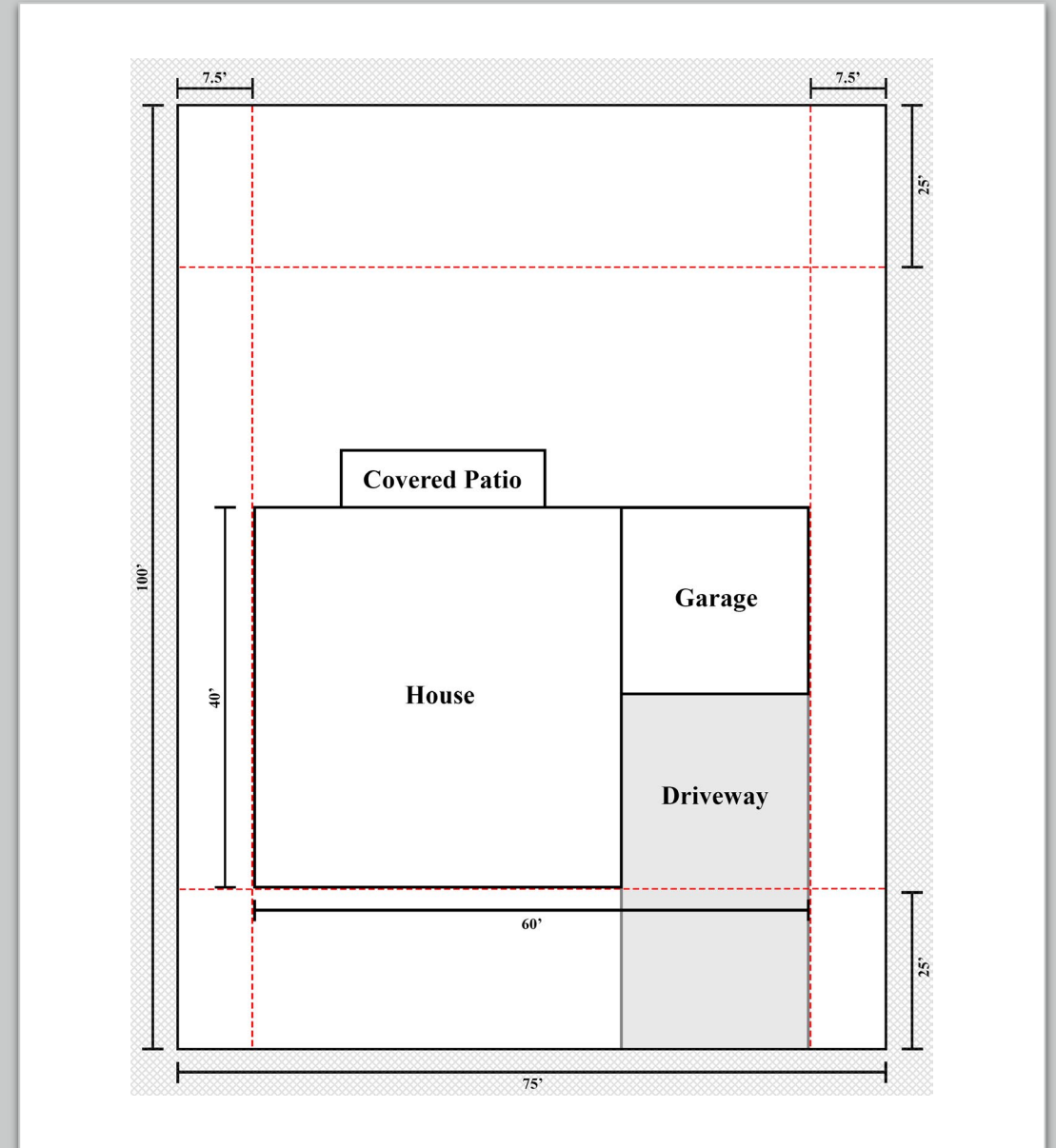
Legend
P = Permitted Use
A = Accessory Use
PC = Permitted Use with Conditions

Setback Tables for Residential Districts

Setbacks (feet) for Single-Family Residential and Related Structures	
Single-Family Residential	
Front	25'
Rear	25'
Side	7.5'
Side Street ¹	10'
Attached Garages	
Garage	25' from front of home closest to the building line.
Detached Private Garages & Freestanding Structures (≥ 70' to front lot line)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	10' to side street lot line
To Dwelling	10' to single-family dwelling
Detached Private Garages & Freestanding Structures (< 70' to front lot line)	
Front	25'
Rear	25'
Side	7.5'
Side Street	10'
Garages & Carports (Front Loaded)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	10' to rear lot line
Garages & Carports (Side Street Loaded)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	20' to side street line
Notes	
⁽¹⁾ Where one or more lots have frontage on a street, all other lots in that block with side lot lines on the same street shall have a setback requirement of 25 feet.	

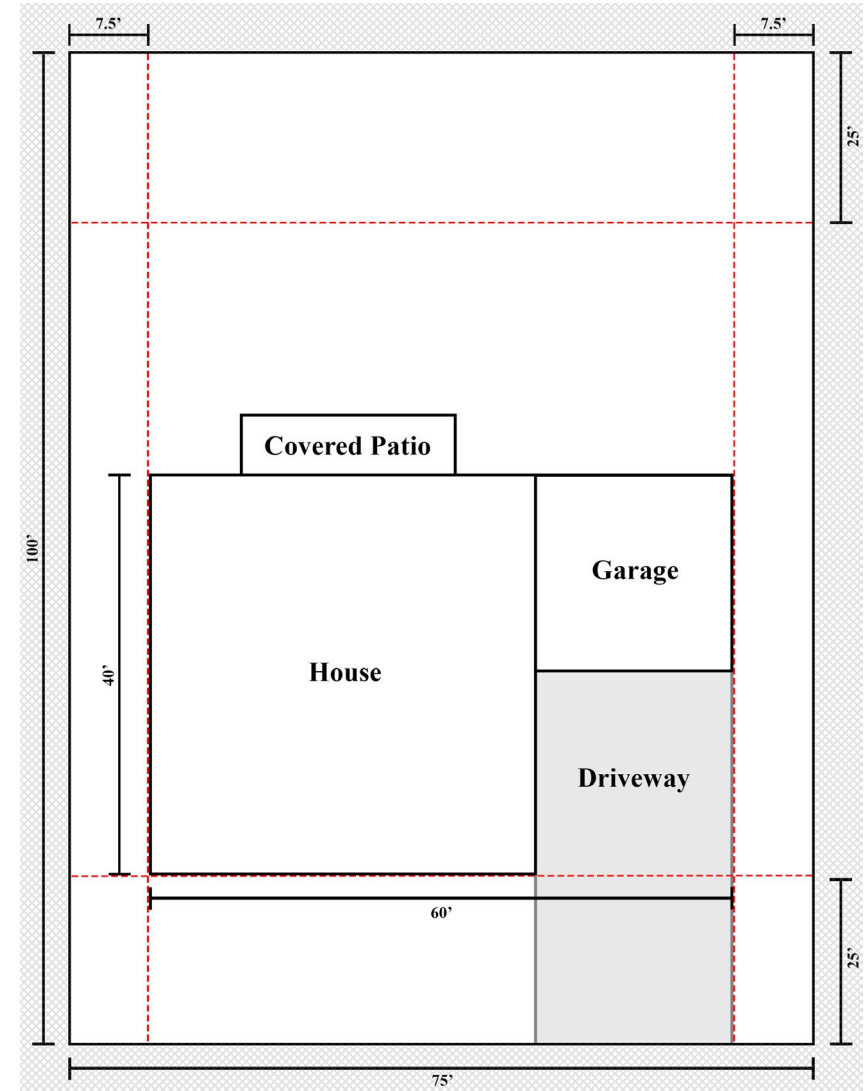
Setbacks (feet) for Townhouses and Patio Homes		
Lot Line	Setback (Feet)	Modifier
Front	25	-
Rear	25	(1) Excluding fencing
Side Street	10	
Side	7.5	(2) Zero feet for townhouses and one side of patio homes
Notes		
Note 1: For townhouse lots, the setbacks established in section 14-88(b) are modified as follows: (i) Building that do not abut a building on an adjacent lot with a common firewall between them shall not be closer than five feet to a side lot line on that side. (ii) Abutting building shall have a common firewall that complies with current city building codes. (iii) A series of abutting buildings shall not have a combined width of greater than 300 feet. (iv) Each group of abutting building shall be separated on the side by an open space of not less than ten feet to the next side lot line.		

Setbacks (feet) for Non-Residential Buildings	
Non-Residential Buildings	
Front	25' to front lot line
Side	25' to side lot line
Rear	25' to rear lot line



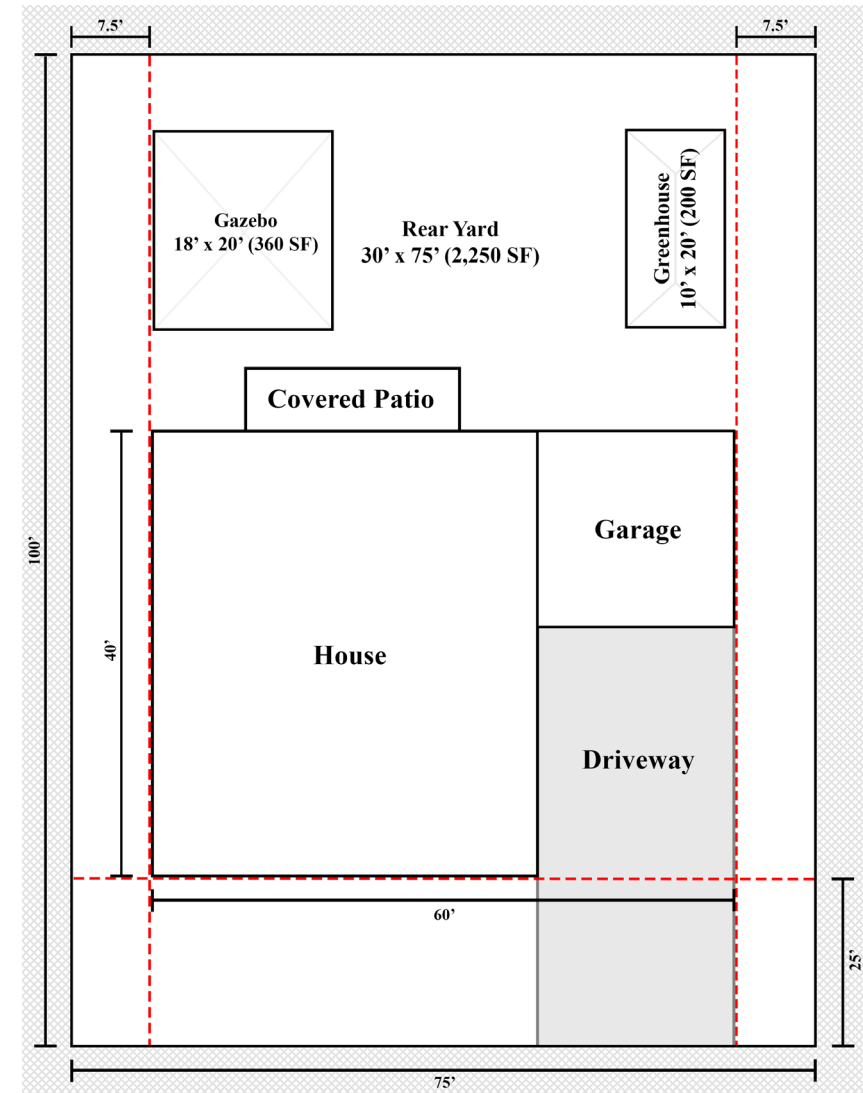
Typical House with Standard Setbacks

- Front Setback (25 Feet)
- Rear Setback (25 Feet)
- Side Setbacks (7.5 Feet)
- Garage (25 Feet from front B.L.)
- Driveway



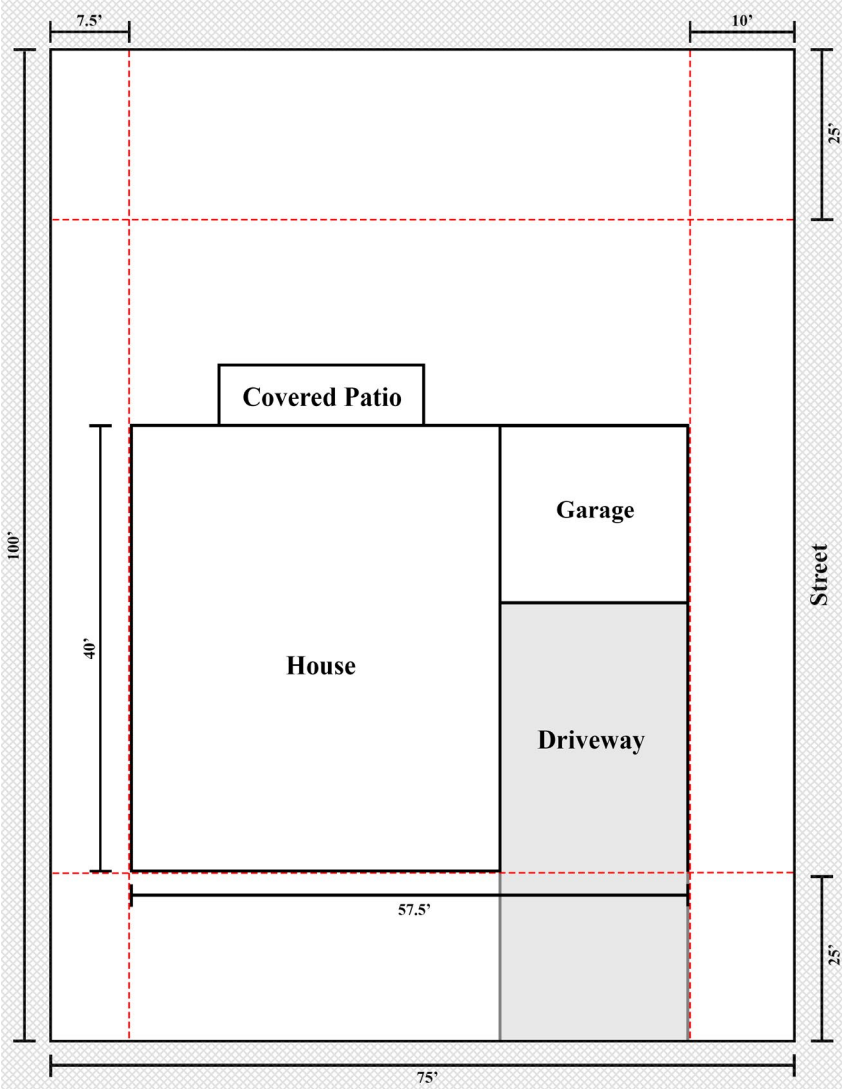
Typical House with Accessory Structures in Rear Yard

- Front Setback (25 Feet)
- Rear Setback (25 Feet)
- Side Setbacks (7.5 Feet)
- Garage (25 Feet from front B.L.)
- Driveway
- Rear Yard
- Accessory Structures



Typical House with Street-side Setbacks

- Front Setback (25 Feet)
- Rear Setback (25 Feet)
- Side Setback (7.5 Feet)
- Street Side Setback (10 Feet)
- Garage (25 Feet from front B.L.)
- Driveway



Accessory Structures (Current)

- Detached private garages and freestanding structures other than those freestanding structures listed in subsection 101(6)b of this section, shall not exceed in height the roof peak of the residence.

Structure	Height (feet)	Maximum Size (square feet)
Utility Structure	8	100
Greenhouse	12	200
Pet house	4	50
Hobby Structure	12	200
Playhouse	12	200
Gazebo	15	500
Cabana or dressing room	12	200
Pool cover	15	N/A

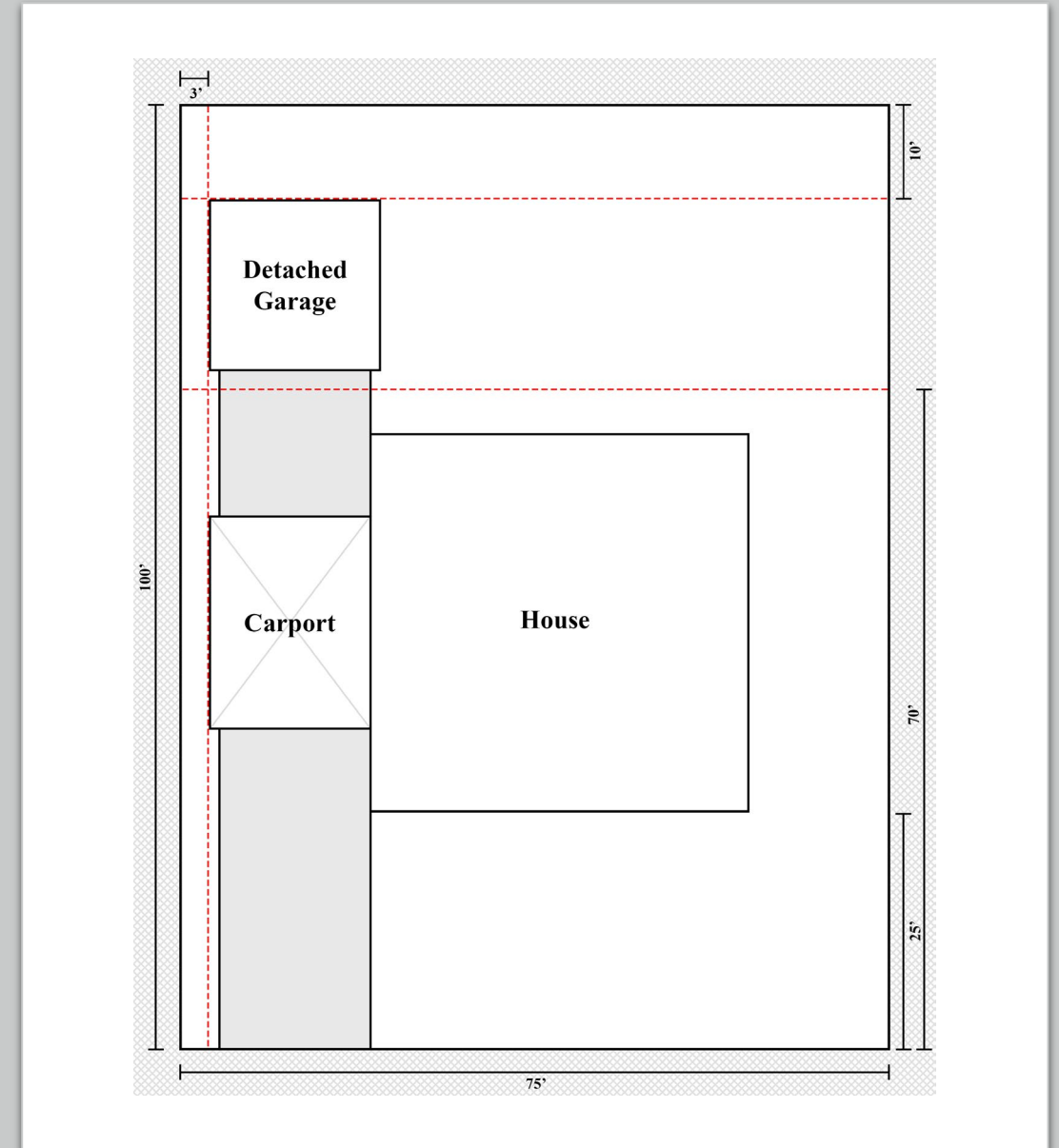
- On residential lots the total ground floor area of all freestanding structures within a required rear yard shall not exceed 25 percent of the area of the rear yard
 - This limitation on rear yard coverage shall increase to 40 percent of the area of the rear yard in cases where a detached private garage that is partially or entirely situated within the rear yard area does not exceed one story or 20 feet in height, whichever is less.

Accessory Structures (New)

- **Additional Structures. Freestanding structures in addition to a single-family dwelling.**
 1. Freestanding structures shall not exceed one (1) story in height or fifteen (15) feet, whichever is less.
 2. The maximum square footage of freestanding structures shall be 40% of the square footage of the main structure.
 3. The maximum lot coverage in the rear yard shall be 60% (includes all non-pervious coverage such as concrete and pool coping).
 4. The maximum number of accessory freestanding structures in the rear yard shall be three (3).
- **Attached and Detached Garages.**
 1. Detached garages are permitted to have a maximum height of two (2) stories or the height of the home, whichever is less.
 2. Detached private garages shall not exceed four-car capacity or 1,000 square feet of ground floor area.
 3. Detached private garages and other freestanding structures exceeding one story in height shall not have second story openings facing the nearest side or rear lot line, except as may be required to comply with standards for emergency access and egress.
 4. An attached or detached private garage which loads from a side street shall not be located closer than 20 feet to the side street line.

Location on Lot

- Detached private garages and other freestanding structures shall not be located on any lot closer than 70 feet to the front lot line, three feet to a side lot line, ten feet to a rear lot line, ten feet to a side street line or ten feet to the single-family dwelling.
- A carport shall not be located closer than three feet to a side lot line, ten feet to a rear lot line or ten feet to a side street line; provided that a carport which load from a side street shall not be located closer than 20 feet to the side street line.



Accessory Quarters / Guest Quarters

1. **Accessory Quarters (or “AQ”). A dwelling unit meeting all of the following criteria:**
 - i. It is located on the same building site as a principal building containing a dwelling used for single-family (detached) use;
 - ii. It includes no more than six hundred square feet of gross floor area.



California accessory dwelling unit law: What's it all about?: Hoam. Hoa Management .com. (2022, March 14). Retrieved May 16, 2022, from <https://www.hoamanagement.com/accessory-dwelling-unit-law-california/>

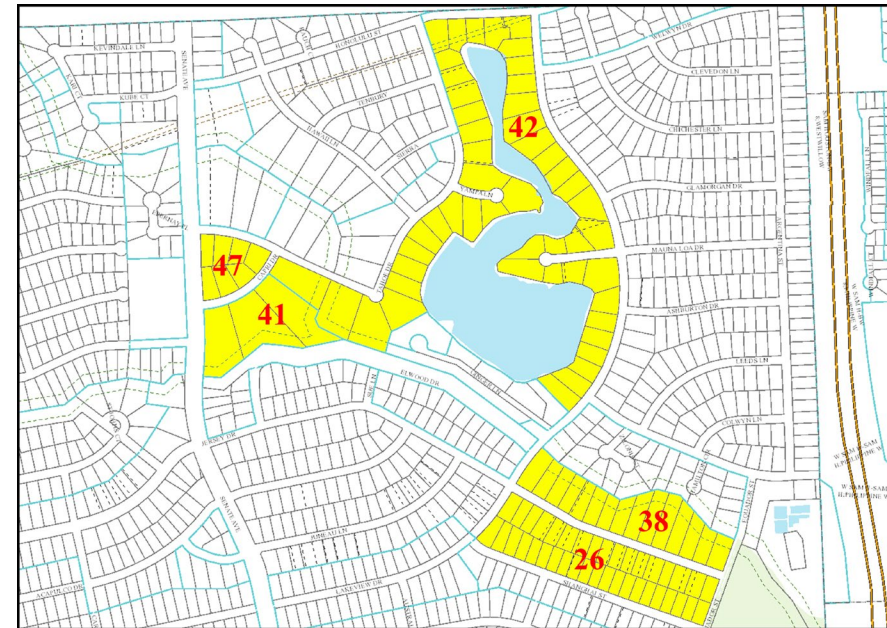
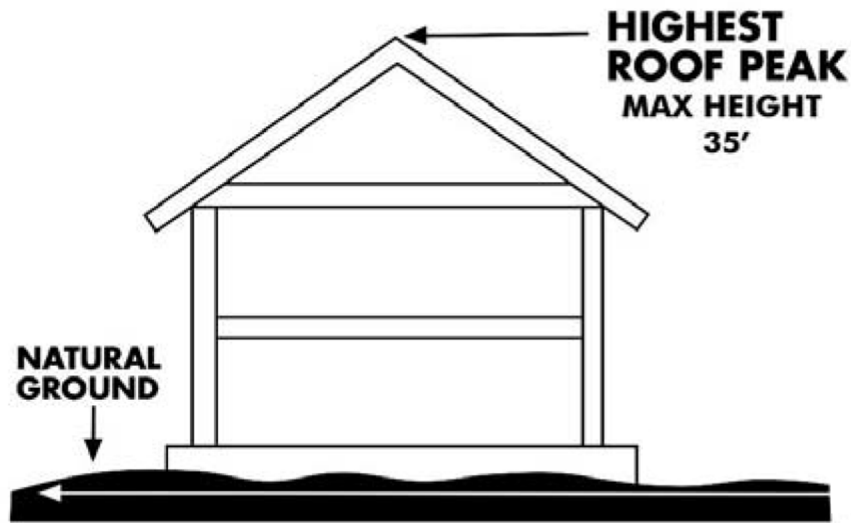


Elizondo-Adu. Accessory Dwellings. (2016, November 16). Retrieved May 16, 2022, from <https://accessorydwellings.org/2016/11/18/al-shannon-elizondos-adu-a-houston-carriage-house/elizondo-adu/>

Height Regulations for District A (Current)

- A. Single-family residences shall not exceed 2 ½ stories in height, except for Blocks 26, 38, 41, 42 and 47, which shall not exceed 1 ½ stories.

“When a new single-family residence in district A conforms with the limitation on number of stories above, but exceeds 35 feet in height, one foot of additional side setback and one foot of additional rear setback from the minimum required shall be provided for each one foot of additional building height above 35 feet.”



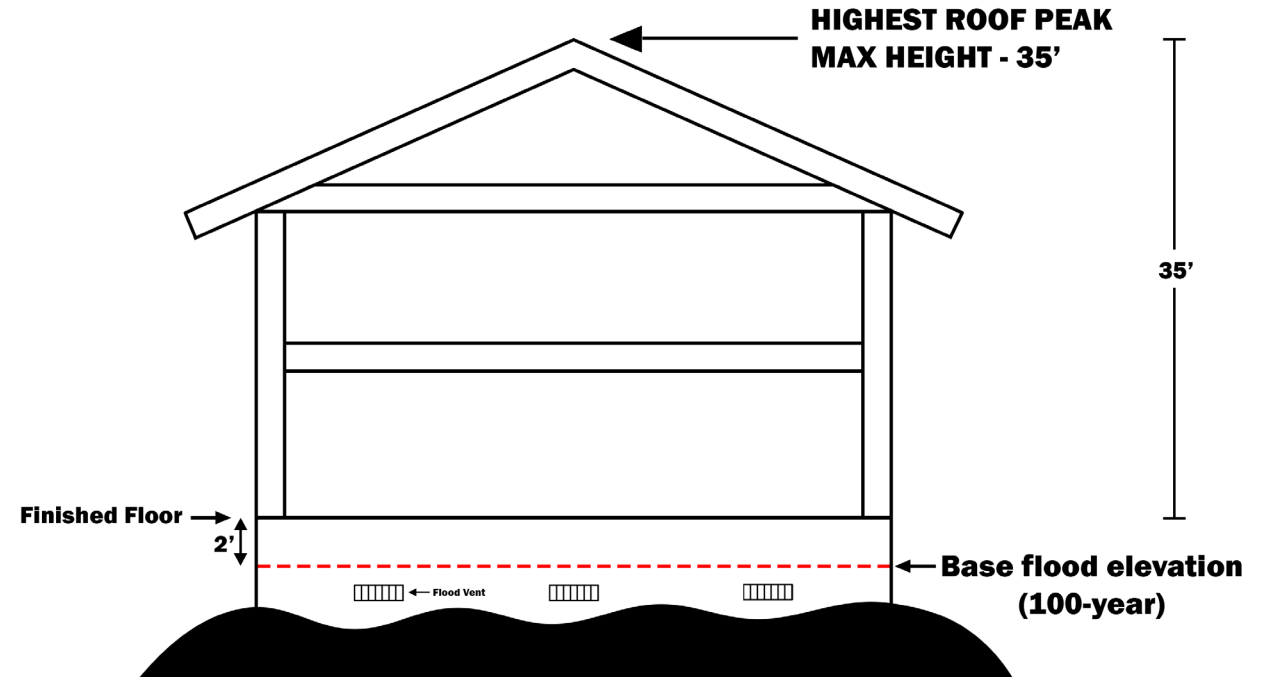
Height Regulations for District A (New)

Single-family residences shall not exceed 2 ½ stories in height, except for Blocks 26, 38, 41, 42, and 47, which shall not exceed 1 ½ stories.

1. The maximum height of a 2 ½ story home shall be thirty-five (35) feet from the finished floor.
2. The maximum height of a 1 ½ story home shall be twenty-five (25) feet from the finished floor.

Calculating the maximum height of a single-family property.

1. The maximum height of a finished floor for a single-family dwelling, structures, or accessory structures are determined by the following locations:
 1. **Floodway:** A maximum finished floor of three feet (36 inches) above the 100-year floodplain
 2. **AE (100-year floodplain):** A maximum finished floor of two feet above the 100-year floodplain
 3. **X-Shaded (500-year floodplain):** A maximum finished floor of one foot above the 500-year floodplain elevation.
 4. **X-Unshaded:** A maximum finished floor of two feet above the crown of the street or sidewalk, whichever is greater.

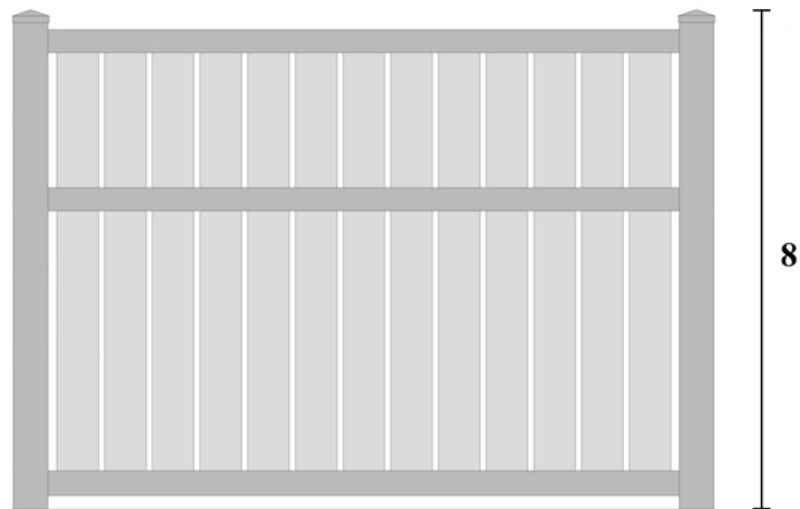


Fences and Hedges

- No fence in district A shall be permitted in the front yard, extending past the building setback line. For side street fencing, where one or more lots have frontage on the street, wrought iron style fencing may be installed to within two feet of the public sidewalk and shall not encroach beyond the side lot line.
- Fences in district A may not be erected and hedges may not be planted directly on a property line without the express agreement of the property owners on both sides of the property line.
- Fences in district A shall not exceed eight feet in height, shall not be barbed wire, and shall be of a permanent type, such as chain-link, redwood, cedar, wrought iron, brick or other approved material of equal quality.

Approved Fence Materials:

1. Chain-link
2. Redwood
3. Cedar
4. Wrought Iron
5. Brick
6. Other material of equal quality



Lot Size – Combining?

1. No lot in this district for a single-family detached dwelling shall have a total area that exceed by more than 20 percent the total area of any other lot for a single-family detached dwelling on the same blockface.
2. Residential lots shall have a minimum of 50 percent of the required front yard and required side yards adjacent to a side street devoted to landscaping.



Nonresidential Buildings – District A

1. Nonresidential structures shall not exceed 35 feet in height.
2. Nonresidential building shall contain not less than 1,000 square feet of ground floor area.
3. The setbacks established in section 14-88(b) may be modified as follows:
A nonresidential building shall not be located closer than 25 feet to the front lot line, 25 feet to a side lot line, or 25 feet to a rear lot line.
4. Nonresidential structures shall comply with Section 14-283. – Table 14-11 – Off-street parking standards.

Questions?

1. Are there any other clarifications that need to be examined for the Residential Districts?

Attachments

1. Proposed Reorganized Ordinance for Residential Districts
2. Current Residential Districts Ordinances.

Proposed Ordinance Updates

Sec. 14-100. Residential Permitted Use Table

USE	District A	District B	District C	District C-2	District M
Churches or other places of worship and related schools	PC See Note 6	PC See Note 6			
Electric power lines and Electric substations	PC See Note 2	PC See Note 2			
Golf courses and country clubs	P	P			
Greenhouse	A	A			
Home occupations	PC See Note 1	PC See Note 1	PC See Note 1	PC See Note 1	PC See Note 1
Model homes	PC See Note 3	PC See Note 3	PC See Note 3		
Multi-family dwellings					P
Municipal government buildings, police stations, fire stations, and public libraries	P	P			
Patio homes		P	P		
Public parks and playgrounds, public recreational facilities, public schools, community buildings and public museums not operated for profit	P	P			
Single-family dwellings	P	P			
Townhouses		P	P	PC See Note 4	
Water supply reservoirs, filter beds, towers, surface or below surface tanks, artesian wells, water pumping plants and water wells	P	P			
Additional Structures. Accessory uses and freestanding structures in addition to a single-family dwelling:					
Accessory quarters	PC See Note 5	PC See Note 5			
Detached private garage (1)	A	A			
Utility structure	A	A			
Greenhouse	A	A			
Hobby structure	A	A			
Pet house	A	A			
Playhouse	A	A			
Gazebo	A	A			
Cabana or dressing room	A	A			
Pool cover	A	A			

PC Notes.
<p><i>Note 1:</i> To operate a home occupation, the following standards shall be met:</p> <ol style="list-style-type: none"> 1. The home occupation must be clearly incidental to the use of the dwelling as a residence; 2. No outdoor sign, display or storage of materials, goods, supplies or equipment shall be allowed; 3. There shall be no change to the exterior of the building nor any visible evidence or signs that the residence contains a home occupation; 4. A home occupation shall not generate a nuisance such as traffic, on-street parking, noise, and electrical interference or hazards; 5. The maximum area devoted to a home occupation shall be 25 percent of the gross floor area of the dwelling unit; 6. The home occupation shall not use employees who do not reside on the premises
<p><i>Note 2:</i> Including accessory uses customarily incidental thereto; provided that any such accessory use shall not be so obnoxious or offensive as to be reasonably calculated to disturb persons of ordinary temper, sensibilities and disposition by reason of vibration, noise, view or the emission of odor, dust, smoke or pollution of any other kind. The height and area, construction, and other regulations provided by this section shall not apply to uses allowed by this subsection.</p>
<p><i>Note 3:</i> Provided that a builder may have no more than one model home in a subdivision. A model home must have a temporary certificate of occupancy and may be open for business only between the hours of 6:00 a.m. and 9:00 p.m. Use of a structure as a model home shall terminate on the first of the following events to occur:</p> <ol style="list-style-type: none"> (i) the expiration of 30 days after building permits have been issued for 90 percent of the lots in the subdivision; or (ii) the expiration of 30 days after building permits have been issued for all lots owned by the builder in the subdivision; or (iii) the expiration of 180 days after issuance of the latest building permit to the builder for a lot in the subdivision.
<p><i>Note 4:</i> Single-family townhouse style dwelling units in a unified development:</p> <ol style="list-style-type: none"> 1. No "flats" or apartment style building shall be constructed in the district.
<p><i>Note 5:</i> A dwelling unit meeting all of the following criteria:</p> <ol style="list-style-type: none"> (i) It is located on the same building site as a principal building containing a dwelling used for single-family (detached) use (can include a kitchen); and (ii) It includes no more than six hundred square feet of gross floor area; unless located on the second story of a garage, then the maximum gross floor area is the footprint of the garage.
<p><i>Note 6:</i> Churches or other places of worship which shall contain not less than 4,000 square feet of ground floor area. No church or other place of worship shall be constructed on a lot having less than five acres of total area.</p>

Legend
P = Permitted Use
A = Accessory Use
PC = Permitted Use with Conditions

Sec. 14-101. Regulations for district A (single-family dwelling district).

(a) **Use regulations.** No building or land shall be used and no building shall be hereafter erected, moved or altered in district A except for as provided in Sec. 14-100:

(b) **Setbacks.**

Setbacks (feet) for Single-Family Residential and Related Structures	
Single-Family Residential	
Front	25'
Rear	25'
Side	7.5'
Side Street ¹	10'
Attached Garages	
Garage	25' from front of home closest to the building line.
Detached Private Garages & Freestanding Structures (≥ 70' to front lot line)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	10' to side street lot line
To Dwelling	10' to single-family dwelling
Detached Private Garages & Freestanding Structures (< 70' to front lot line)	
Front	25'
Rear	25'
Side	7.5'
Side Street	10'
Garages & Carports (Front Loaded)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	10' to rear lot line
Garages & Carports (Side Street Loaded)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	20' to side street line

Notes
(¹) Where one or more lots have frontage on a street, all other lots in that block with side lot lines on the same street shall have a setback requirement of 25 feet.

Setbacks (feet) for Non-Residential Buildings	
Non-Residential Buildings	
Front	25' to front lot line
Side	25' to side lot line
Rear	25' to rear lot line

(c) Height.

- 1) Single-family residences shall not exceed 2½ stories in height, except for Blocks 26, 38, 41, 42 and 47, which shall not exceed 1½ stories.
 - a. The maximum height of a 2 ½ story home shall be thirty-five (35) feet from the finished floor.
 - b. The maximum height of a 1 ½ story home shall be twenty-five (25) feet from the finished floor.
- 2) Calculating the maximum height of a single-family property.
 - a. The maximum height of a finished floor for a single-family dwelling, structures, or accessory structures are determined by the following locations:
 - i. **Floodway:** A maximum finished floor of three feet (36 inches) above the 100-year floodplain
 - ii. **AE (100-year floodplain):** A maximum finished floor of two feet above the 100-year floodplain
 - iii. **X-Shaded (500-year floodplain):** A maximum finished floor of one foot above the 500-year floodplain elevation.
 - iv. **X-Unshaded:** A maximum finished floor of two feet above the crown of the street or sidewalk, whichever is greater.

(d) Building area.

- 1) Single-family dwellings shall have a building area of at least 1,750 square feet for single-floor residences, or 1,200 square feet on the ground floor for multistory residences.
- 2) Nonresidential buildings shall contain not less than 1,000 square feet of ground floor area, except for churches or other places of worship which shall contain not less than 4,000 square feet of ground floor area.

(e) Parking.

- 1) The number of parking spaces for a single-family residential dwelling shall be a minimum of two (2) parking spaces per dwelling unit.

(f) Additional Structures. Freestanding structures in addition to a single-family dwelling.

- 1) Freestanding structures shall not exceed one (1) story in height, the height of the home, or fifteen (15) feet, whichever is less.
- 2) The maximum square footage of freestanding structures shall be 50% of the square footage of the main structure.
- 3) The maximum lot coverage in the rear yard shall be 60% (includes all non-pervious coverage such as concrete and pool coping).
- 4) The maximum number of accessory freestanding structures in the rear yard shall be three (3).

(g) Attached and Detached Garages.

- 1) Detached garages are permitted to have a maximum height of two (2) stories or the height of the home, whichever is less.
- 2) Detached private garages shall not exceed four-car capacity or 1,000 square feet of ground floor area.
- 3) Detached private garages and other freestanding structures exceeding one story in height shall not have second story openings facing the nearest side or rear lot line, except as may be required to comply with standards for emergency access and egress.
- 4) An attached or detached private garage which loads from a side street shall not be located closer than 20 feet to the side street line.

(h) Lot size.

- 1) No lot in this district for a single-family detached dwelling shall have a total area that exceeds by more than 20 percent the total area of any other lot for a single-family detached dwelling on the same blockface.
- 2) Residential lots shall have a minimum of 50 percent of the required front yard and required side yards adjacent to a side street devoted to landscaping.

(i) Masonry Standards. The exterior walls on all residences in district A shall be a least 75 percent masonry construction to the top elevation line of the building sides of the first floor. Slab on grade home elevations must install masonry skirts to cover the sub-slab void or crawlspace, below exterior walls. The style and quality of all carports, detached private garages and freestanding structures constructed after a certificate of occupancy shall conform to the original structure; provided, however, that only utility structures may have metal facades.

- 1) Masonry construction may include brick, stucco, or stone material. Stucco must be integrally colored or otherwise finished with a coating.
- 2) Use of CMU for exterior wall veneers is prohibited in this district, except that split-face concrete blocks, integrally colored or otherwise finished with a coating, may be utilized for the construction of veneer skirts for slab on grade home elevations. EIFS is prohibited.

(j) Fences and hedges.

- 1) No fence in district A shall be permitted in the front yard, extending past the building setback line. For side street fencing, where one or more lots have frontage on the street, wrought iron style fencing may be installed to within two feet of the public sidewalk and shall not encroach beyond the side lot line.
- 2) Fences in district A may not be erected and hedges may not be planted directly on a property line without the express agreement of the property owners on both sides of the property line.
- 3) Fences in district A shall not exceed 8’ in height, shall not be barbed wire, and shall be constructed of the following materials, such as:
 - i. Chain-link
 - ii. Redwood
 - iii. Cedar
 - iv. Wrought iron
 - v. Brick or other approved material of equal quality.
- 4) Refuse containers or similar equipment on nonresidential lots in district A shall be screened from public view, and from adjacent buildings or property, whether public or private. Such screening shall be permanent and opaque and of wood, metal or masonry material and shall be at least as high as the screened object, but in no event shall be less than six feet in height.

(k) Minimum Landscaped areas.

- 1) *Specific standards.*
 1. Residential lots shall have landscaped areas which in the aggregate include not less than 50 percent of the area contained within the building setbacks.
 2. A minimum of two trees (either existing or planted) measuring one inch or greater in diameter four feet above the ground at time of planting or measurement (if existing) are required within the front or side street setback areas.
 3. Landscaping shall be in harmony with the surrounding area adequate to minimize visual monotony and barrenness.
- 2) See Chapter 14, Article XII. – Landscaping, Bufferyard, Park and Open Space Standards for additional landscaping requirements.

Sec. 14-102. Regulations for district B (townhouse/patio home district).

(a) **Use regulations.** No building or land shall be used and no building shall be hereafter erected, moved or altered in district B except for as provided in Sec. 14-100:

(b) **Setbacks.**

Setbacks (feet) for Single-Family Residential and Related Structures	
Single-Family Residential	
Front	25'
Rear	25'
Side	7.5'
Side Street ¹	10'
Attached Garages	
Garage	25' from front of home closest to the building line.
Detached Private Garages & Accessory Structures (≥ 70' to front lot line)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	10' to side street lot line
To Dwelling	10' to single-family dwelling
Detached Private Garages & Accessory Structures (< 70' to front lot line)	
Front	25'
Rear	25'
Side	7.5'
Side Street	10'
Garages & Carports (Front Loaded)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	10' to rear lot line
Garages & Carports (Side Street Loaded)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	20' to side street line
Notes	
⁽¹⁾ Where one or more lots have frontage on a street, all other lots in that block with side lot lines on the same street shall have a setback requirement of 25 feet.	

Setbacks (feet) for Non-Residential Buildings	
Non-Residential Buildings	
Front	25' to front lot line
Side	25' to side lot line
Rear	25' to rear lot line

Setbacks (feet) for Townhouses and Patio Homes		
Lot Line	Setback (Feet)	Modifier
Front	25	-
Rear	25	(1) Excluding fencing
Side Street	10	
Side	7.5	(2) Zero feet for townhouses and one side of patio homes
Notes		
<p>Note 1: For townhouse lots, the setbacks established in section 14-88(b) are modified as follows:</p> <p>(i) Building that do not abut a building on an adjacent lot with a common firewall between them shall not be closer than five feet to a side lot line on that side.</p> <p>(ii) Abutting building shall have a common firewall that complies with current city building codes.</p> <p>(iii) A series of abutting buildings shall not have a combined width of greater than 300 feet.</p> <p>(iv) Each group of abutting building shall be separated on the side by an open space of not less than ten feet to the next side lot line.</p>		

(c) Building area.

- 1) For townhouses and patio homes: The building area shall be not less than 1,400 square feet.

(d) Height.

- 1) For single-family detached residences, the maximum height of a 2 ½ story home shall be thirty-five (35) feet from the finished floor.
- 2) For townhouses and patio homes: The height of buildings shall not exceed two stories and 30 feet from the finished floor.
- 3) For other uses: Buildings shall not exceed 25 feet in height from the finished floor.
- 4) Calculating the maximum height of a single-family, townhouse, or patio home property.
 - a. The maximum height of a finished floor for a single-family dwelling, townhouse, patio home, structures, or accessory structures are determined by the following locations:
 - v. **Floodway:** A maximum finished floor of three feet (36 inches) above the 100-year floodplain
 - vi. **AE (100-year floodplain):** A maximum finished floor of two feet above the 100-year floodplain
 - vii. **X-Shaded (500-year floodplain):** A maximum finished floor of one foot above the 500-year floodplain elevation.
 - viii. **X-Unshaded:** A maximum finished floor of two feet above the crown of the street or sidewalk, whichever is greater.

(e) Parking

- 1) The number of parking spaces for single-family dwellings, townhouses, and patio homes shall be as follows:
 - a. Two (2) parking spaces per dwelling unit.

(f) Additional Structures. Accessory structures in addition to a single-family dwelling.

- 1) Accessory structures shall not exceed one (1) story in height, the height of the home, or fifteen (15) feet, whichever is less.
- 2) The maximum square footage of accessory structures shall be 50% of the square footage of the main structure.
- 3) The maximum lot coverage in the rear yard shall be 60% (includes all non-pervious coverage such as concrete and pool coping).
- 4) The maximum number of accessory structures in the rear yard shall be three (3).

(g) Attached and Detached Garages.

- 1) Detached garages are permitted to have a maximum height of two (2) stories or the height of the home, whichever is less.
- 2) Detached private garages shall not exceed four-car capacity or 1,000 square feet of ground floor area.
- 3) Detached private garages and other accessory structures exceeding one story in height shall not have second story openings facing the nearest side or rear lot line, except as may be required to comply with standards for emergency access and egress.
- 4) An attached or detached private garage which loads from a side street shall not be located closer than 20 feet to the side street line.

(h) Lot size.

- 1) For townhouses: The minimum lot size shall be 2,000 square feet, with a maximum density not to exceed ten dwelling units per acre.

(i) Construction/Masonry Standards.

- 1) For uses permitted in district A, the construction regulations provided by subsection 14-101(c) for district A shall apply in district B. For townhouses and patio homes, the construction regulations provided by subsection 14-103(c) shall apply in district B.
- 2) Exterior walls shall have at least 75 percent masonry construction to the top elevation line of the building sides of the first floor.
 - i. Masonry construction may include brick, stucco, or stone material.
 - ii. Use of CMU for exterior wall veneers prohibited in this district. EIFS is prohibited.
- 3) Townhouses:
 - i. At least one wall of the living unit must be wholly coincident with the zero line.
 - ii. Walls coincident with zero property lines must be masonry without openings. If an open court is placed on the zero property line, a minimum of six feet high masonry wall shall enclose the side of the court coincident with the zero property line.
 - iii. *No roof water may be drained to the zero property line side.*
 - iv. *No water, electrical panels, plumbing elements, fireplace cleanouts, etc. may be placed on the zero property line wall.*
 - v. *Where a roof overhang over an adjacent lot is proposed a ten-foot access easement for maintenance shall be provided on said adjacent lot.*
- 4) Garden/patio homes:
 - i. *The wall that is coincident with or less than five feet to a property line must be masonry without openings.*
 - ii. *No roof water may be drained on to the adjacent lot or lots.*
 - iii. *No water, electrical panels, plumbing elements, fireplace cleanouts, etc. may be placed on a wall coincident with or less than five feet to a property line.*
 - iv. *The minimum building separation between the sides of adjacent dwellings shall be ten feet.*
 - v. *Where a roof overhang over an adjacent lot is proposed a five-foot access easement for maintenance shall be provided on said adjacent lot*
 - vi. *See also subsection 14-135(b), lot line developments, for subdivision platting standards.*

(j) Other regulations; Fences and hedges.

- 1) For uses permitted in district A, the other regulations provided by section 14-101(d) for district A shall apply in district B.
- 2) Fences and walls shall not exceed 8' in height, shall not be barbed wire, and shall be constructed of the following materials, such as:
 - vi. Chain-link
 - vii. Redwood
 - viii. Cedar
 - ix. Wrought iron
 - x. Brick or other approved material of equal quality.
- 3) Boundary between district B, the eastern business district, and the White Oak Bayou Wastewater Treatment Plant Site. Fences and walls shall not exceed 12 feet in height, shall not be barbed wire, and shall be constructed of the following materials such as:
 - i. Redwood
 - ii. Cedar
 - iii. Wrought iron
 - iv. Brick or other approved materials of equal quality with metal posts set in 18-inch diameter concrete at least one-third the fence height in depth. Construction shall be in accordance with the building code with a foundation designed by an engineer registered in the state.

(k) Minimum Landscaped areas.

- 1) *Specific standards.*
 1. Residential lots shall have landscaped areas which in the aggregate include not less than 50 percent of the area contained within the building setbacks.
 2. A minimum of two trees (either existing or planted) measuring one inch or greater in diameter four feet above the ground at time of planting or measurement (if existing) are required within the front or side street setback areas.
 3. Landscaping shall be in harmony with the surrounding area adequate to minimize visual monotony and barrenness.
- 2) See Chapter 14, Article XII. – Landscaping, Bufferyard, Park and Open Space Standards for additional landscaping requirements.

Sec. 14-103. Regulations for district C—Townhouse/patio home district.

(a) **Use regulations.** No building or land shall be used and no building shall be hereafter erected, moved or altered in district C except for as provided in Sec. 14-100:

(b) **Setbacks.**

Setbacks (feet) for Townhouses and Patio Homes		
Lot Line	Setback (Feet)	Modifier
Front	25	-
Rear	25	(1) Excluding fencing
Side Street	10	
Side	7.5	(2) Zero feet for townhouses and one side of patio homes
Notes		
<p>Note 1: For townhouse lots, the setbacks established in section 14-88(b) are modified as follows:</p> <p>(i) Building that do not abut a building on an adjacent lot with a common firewall between them shall not be closer than five feet to a side lot line on that side.</p> <p>(ii) Abutting building shall have a common firewall that complies with current city building codes.</p> <p>(iii) A series of abutting buildings shall not have a combined width of greater than 300 feet.</p> <p>(iv) Each group of abutting building shall be separated on the side by an open space of not less than ten feet to the next side lot line.</p>		

Setbacks (feet) for District C	
Detached Private Garages & Accessory Structures (≥ 70' to front lot line)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	10' to side street lot line
To Dwelling	10' to single-family dwelling
Detached Private Garages & Accessory Structures (< 70' to front lot line)	
Front	25'
Rear	25'
Side	7.5'
Side Street	10'
Garages & Carports (Front Loaded)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	10' to rear lot line
Garages & Carports (Side Street Loaded)	
Rear	10' to rear lot line
Side	3' to side lot line
Side Street	20' to side street line

Notes
<p>⁽¹⁾ Where one or more lots have frontage on a street, all other lots in that block with side lot lines on the same street shall have a setback requirement of 25 feet.</p>

(c) Building area.

- 1) For townhouses and patio homes: The building area shall be not less than 1,400 square feet.

(d) Height.

- 1) For single-family detached residences, the maximum height of a 2 ½ story home shall be thirty-five (35) feet from the finished floor.
- 2) For townhouses and patio homes: The height of buildings shall not exceed two stories and 30 feet from the finished floor.
- 3) For other uses: Buildings shall not exceed 25 feet in height from the finished floor.
- 4) Calculating the maximum height of a single-family, townhouse, or patio home property.
 - a. The maximum height of a finished floor for a single-family dwelling, townhouse, patio home, structures, or accessory structures are determined by the following locations:
 - i. **Floodway:** A maximum finished floor of three feet (36 inches) above the 100-year floodplain
 - ii. **AE (100-year floodplain):** A maximum finished floor of two feet above the 100-year floodplain
 - iii. **X-Shaded (500-year floodplain):** A maximum finished floor of one foot above the 500-year floodplain elevation.
 - iv. **X-Unshaded:** A maximum finished floor of two feet above the crown of the street or sidewalk, whichever is greater.

(e) Lot size.

- 1) For townhouses: The minimum lot size shall be 2,000 square feet, with a maximum density not to exceed ten dwelling units per acre.

(f) Parking

- 1) The number of parking spaces for single-family dwellings, townhouses, and patio homes shall be as follows:
 - a. Two (2) parking spaces per dwelling unit.

(g) Lot size.

- 1) For townhouses: The minimum lot size shall be 2,000 square feet, with a maximum density not to exceed ten dwelling units per acre.

(h) Construction/Masonry Standards.

- 1) Exterior walls shall have at least 75 percent masonry construction to the top elevation line of the building sides of the first floor.
 - i. Masonry construction may include brick, stucco, or stone material.
 - ii. Use of CMU for exterior wall veneers prohibited in this district. EIFS is prohibited.
- 2) Townhouses:
 - i. At least one wall of the living unit must be wholly coincident with the zero line.
 - ii. Walls coincident with zero property lines must be masonry without openings. If an open court is places on the zero property line, a minimum of six feet high masonry wall shall enclose the side of the court coincident with the zero property line.

- iii. No roof water may be drained to the zero property line side.
- iv. No water, electrical panels, plumbing elements, fireplace cleanouts, etc. may be placed on the zero property line wall.
- v. Where a roof overhang over an adjacent lot is proposed a ten-foot access easement for maintenance shall be provided on said adjacent lot.

3) Garden/patio homes:

- i. The wall that is coincident with or less than five feet to a property line must be masonry without openings.
- ii. No roof water may be drained on to the adjacent lot or lots.
- iii. No water, electrical panels, plumbing elements, fireplace cleanouts, etc. may be placed on a wall coincident with or less than five feet to a property line.
- iv. The minimum building separation between the sides of adjacent dwellings shall be ten feet.
- v. Where a roof overhang over an adjacent lot is proposed a five-foot access easement for maintenance shall be provided on said adjacent lot
- vi. See also subsection 14-135(b), lot line developments, for subdivision platting standards.

(i) Other regulations; Fences and hedges.

- 1) No fence in district C shall be permitted in the front yard, extending past the building setback line. For side street fencing, where one or more lots have frontage on the street, wrought iron style fencing may be installed to within two feet of the public sidewalk and shall not encroach beyond the side lot line.
- 2) Fences in district C may not be erected and hedges may not be planted directly on a property line without the express agreement of the property owners on both sides of the property line.
- 3) Fences in district C shall not exceed 8' in height, shall not be barbed wire, and shall be constructed of the following materials, such as:
 - a. Chain-link
 - b. Redwood
 - c. Cedar
 - d. Wrought iron
 - e. Brick or other approved material of equal quality.

(j) Minimum Landscaped areas.

- 1) Specific standards.
 - 1. Residential lots shall have landscaped areas which in the aggregate include not less than 50 percent of the area contained within the building setbacks.
 - 2. A minimum of two trees (either existing or planted) measuring one inch or greater in diameter four feet above the ground at time of planting or measurement (if existing) are required within the front or side street setback areas.
 - 3. Landscaping shall be in harmony with the surrounding area adequate to minimize visual monotony and barrenness.
- 2) See Chapter 14, Article XII. – Landscaping, Bufferyard, Park and Open Space Standards for additional landscaping requirements.

(Ord. No. 99-31, § 9, 11-15-99; Ord. No. 00-28, § 1, 8-21-00; Ord. No. 02-09, § 3, 4-15-02; Ord. No. 03-04, § 2, 1-20-03; Ord. No. 2017-56, § 2, 12-18-17; Ord. No. 2017-59, § 2, 12-18-17)

Sec. 14-104. Regulations for district M (multifamily dwelling district).

(a) **Use regulations.** No building or land shall be used and no building shall be hereafter erected, moved or altered in district M except for as provided in Sec. 14-100:

(b) **Setbacks.**

Setbacks (feet) for Single-Family Residential and Related Structures	
Multi-Family Residential	
Front	25'
Rear ⁽²⁾	25'
Side	7.5'
Side Street ¹	10'
Notes	
⁽¹⁾ Where one or more lots have frontage on a street, all other lots in that block with side lot lines on the same street shall have a setback requirement of 25 feet.	
⁽²⁾ Excluding fencing	

(c) **Building area.**

- 1) Multi-family buildings shall contain not less than 2,000 square feet nor more than 21,000 square feet of ground floor area.
- 2) Accessory buildings shall contain not less than 100 square feet nor more than 15,000 square feet of ground floor area. Accessory structures shall be constructed of permanent material.
- 3) Portable buildings of a temporary nature are prohibited.

(d) **Height.**

- 1) No building shall exceed 50 feet or three stories in height from the finished floor.
- 2) Calculating the maximum height of a multi-family property.
 - a. The maximum height of a finished floor for a multi-family dwelling is determined by the following locations:
 - i. **Floodway:** A maximum finished floor of three feet (36 inches) above the 100-year floodplain
 - ii. **AE (100-year floodplain):** A maximum finished floor of two feet above the 100-year floodplain
 - iii. **X-Shaded (500-year floodplain):** A maximum finished floor of one foot above the 500-year floodplain elevation.
 - iv. **X-Unshaded:** A maximum finished floor of two feet above the crown of the street or sidewalk, whichever is greater.

(e) **Parking.**

- 1) The number of parking spaces for a multi-family residential dwelling shall be as follows:
 - a. 1 Bedroom: 1.5 parking spaces per dwelling unit
 - b. 2 Bedrooms: 2.5 parking spaces per dwelling unit
 - c. 3 or more bedrooms: 3.5 parking spaces per dwelling unit
 - d. Rooming house/Boarding House: 1 parking space per 2 beds
 - e. Congregate housing: 1 parking space per 2 beds

- 2) For multifamily complexes with ten or more units, the required number of guest parking spaces will be determined by multiplying the total number of parking spaces otherwise required for such apartment complexes by 0.05.
- 3) All parking shall be ground level.

(f) Lot size.

- 1) No lot in this district shall have less than 4.5 acres of total area.

(g) Density.

- 1) The density of multi-family dwelling units shall not exceed 12 units per acre for the entire district.

(h) Construction/Masonry Standards.

- 1) The exterior walls on all primary building in district M shall be at least 40 percent masonry construction to the top elevation line of the building sides of the first floor. The style and quality of all accessory structures shall conform to the standards of the primary structure(s).
 - i. Masonry construction may include brick, stucco, or stone material.
 - ii. Use of CMU for exterior wall veneers is prohibited in this district. EIFS is prohibited.

(i) Other regulations

- 1) *Screening.*
 - i. *Refuse containers or like equipment outside of an enclosed space shall be screened from public view, either from adjacent buildings or adjacent property, both private and public. Such screens shall be permanent and opaque and of wood, metal or masonry material and shall be at least as high as the screened object, and in no case shall be less than six feet in height.*
- 2) *District size.*
 - i. *Any multi-family dwelling district shall contain not less than 100 acres of land.*
- 3) Perimeter fences in district M shall be a minimum of eight feet in height, shall be permanent and must be one of the following types:
 - i. Redwood
 - ii. Cedar
 - iii. Wrought iron
 - iv. Brick or masonry

(j) Minimum Landscaped Areas.

- 1) *Open Areas.* The following landscaping requirements shall apply in district M (multi-family dwelling district)
 - i. A minimum of 20 percent of total area within the property lines shall be devoted to landscaping.
 - ii. All open unpaved space including, but not limited to, front, side, and rear building setback areas shall be planted and landscaped.
 - iii. Building front. An average of at least ten feet and a minimum of five feet shall be a green area and walkway between the building and parking areas.
- 2) See Chapter 14, Article XII. – Landscaping, Bufferyard, Park and Open Space Standards for additional landscaping requirements.

(Ord. No. 95-04, § 1(303.4), 2-20-95; Ord. No. 99-05, § 6, 2-15-99; Ord. No. 2014-33, § 1, 10-20-14; Ord. No. 2017-61, § 2, 12-18-17)

Current Ordinances for Residential Districts

Sec. 14-101. - Regulations for district A (single-family dwelling district).

- (a) *Use regulations.* No building or land shall be used and no building shall be hereafter erected, moved or altered in district A except for one or more of the following uses:
- (1) Single-family dwellings.
 - (2) Public parks and playgrounds, public recreational facilities, public schools, community buildings and public museums not operated for profit.
 - (3) Municipal government buildings, police stations, fire stations, and public libraries.
 - (4) Water supply reservoirs, filter beds, towers, surface or below surface tanks, artesian wells, water pumping plants and water wells.
 - (5) *Home occupations.*
 - a. *Intent.* This section provides standards for the establishment of a home occupation in a neighborhood and regulates the operation of a home occupation so that the average neighbor will be unaware of its existence.
 - b. *Definition.* Home occupation means an accessory occupational use conducted entirely within a dwelling unit by its inhabitants that is clearly incidental to the use of the structure for residential purposes and that does not change the residential character of the site. A home occupation may include an operation in which members of the immediate family sell or offer for sale articles which they produce on the premises; but home occupation does not include operations that use persons who do not reside on the premises to either (1) sell or offer for sale such articles, or (2) produce such articles. Additionally, animal hospitals, animal kennels, barber shops, beauty shops, clinics, doctor's offices, dress shops, hospitals, insurance offices, millinery shops, real estate offices, tearooms, tourist homes, palm readers, fortune tellers, among others and as examples only, are not home occupations.
 - c. *Standards.* To operate a home occupation, the following standards shall be met:
 1. The home occupation must be clearly incidental to the use of the dwelling as a residence;
 2. No outdoor sign, display or storage of materials, goods, supplies or equipment shall be allowed;
 3. There shall be no change to the exterior of the building nor any visible evidence or signs that the residence contains a home occupation;
 4. A home occupation shall not generate a nuisance such as traffic, on-street parking, noise, and electrical interference or hazards;
 5. The maximum area devoted to a home occupation shall be 25 percent of the gross floor area of the dwelling unit;
 6. The home occupation shall not use employees who do not reside on the premises.
 - (6) *Additional structures.* Accessory uses and freestanding structures in addition to the single-family dwelling:
 - a. One detached private garage; and
 - b. Other freestanding structures:
 1. Utility structure;
 2. Greenhouse;

3. Hobby structure;
 4. Pet house;
 5. Playhouse;
 6. Gazebo;
 7. Cabana or dressing room; and
 8. Pool cover.
- (7) Freestanding structures in addition to the single-family dwelling:
- a. One detached private garage; and
 - b. Other freestanding structures:
 1. Utility structure;
 2. Greenhouse;
 3. Hobby structure;
 4. Pet house;
 5. Playhouse;
 6. Gazebo;
 7. Cabana or dressing room; and
 8. Pool cover.
- (8) Churches or other places of worship and related schools.
- (9) Golf courses and country clubs.
- (10) Electric power lines and electric substations, including accessory uses customarily incidental thereto; provided that any such accessory use shall not be so obnoxious or offensive as to be reasonably calculated to disturb persons of ordinary temper, sensibilities and disposition by reason of vibration, noise, view or the emission of odor, dust, smoke or pollution of any other kind. The height and area, construction, and other regulations provided by this section shall not apply to uses allowed by this subsection.
- (11) Model homes, provided that a builder may have no more than one model home in a subdivision. A model home must have a temporary certificate of occupancy and may be open for business only between the hours of 6:00 a.m. and 9:00 p.m. Use of a structure as a model home shall terminate on the first of the following events to occur: (i) the expiration of 30 days after building permits have been issued for 90 percent of the lots in the subdivision; or (ii) the expiration of 30 days after building permits have been issued for all lots owned by the builder in the subdivision; or (iii) the expiration of 180 days after issuance of the latest building permit to the builder for a lot in the subdivision.
- (b) *Height and area regulations.* The height of buildings, the minimum area of buildings, the minimum lot size and the minimum dimensions of yards in district A shall be as follows:
- (1) *Height.*
 - a. Single-family residences shall not exceed 2½ stories in height, except for Blocks 26, 38, 41, 42 and 47, which shall not exceed 1½ stories.
 1. When a new single-family residence in district A conforms with the limitation on number of stories

above, but exceeds 35 feet in height, one foot of additional side setback and one foot of additional rear setback from the minimum required shall be provided for each one foot of additional building height above 35 feet.

2. Add-on construction to an existing single-family residence shall not result in building height greater than 35 feet unless:
 - i. The existing residence was constructed farther from the side and rear property lines than the minimum required setbacks, to where the additional setback is sufficient to enable the improved residence to satisfy the requirement of this subsection for additional side and rear setback to offset additional height above 35 feet; or
 - ii. The proposed construction work on the existing residence will change the location of the side and/or rear exterior walls to where the improved residence will satisfy the requirement of this subsection for additional side and rear setback to offset additional height above 35 feet.
- b. Detached private garages and freestanding structures other than those freestanding structures listed in subsection (b)(1)c of this section, shall not exceed in height the roof peak of the residence.
- c. The height of all freestanding structures except residential structures and freestanding garages shall conform to table 14-1 of this article.
- d. Nonresidential structures shall not exceed 35 feet in height.

TABLE 14-1

		Height (feet)	Maximum Size (square feet)
1.	Utility structure	8	100
2.	Greenhouse	12	200
3.	Pet house	<u>4</u>	50
4.	Hobby structure	12	200
5.	Playhouse	12	200
6.	Gazebo	15	500
7.	Cabana or dressing room	12	200
8.	Pool cover	15	not applicable

(2) *Building area.*

- a. Single-family dwellings shall have a building area of at least 1,750 square feet for single-floor residences, or 1,200 square feet on the ground floor for multistory residences.
- b. Detached private garages shall not exceed four-car capacity or 1,000 square feet of ground floor area.
- c. On residential lots the total ground floor area of all freestanding structures within a required rear yard shall not exceed 25 percent of the area of the rear yard.
 1. This limitation on rear yard coverage shall increase to 40 percent of the area of the rear yard in cases where a detached private garage that is partially or entirely situated within the rear yard area does not exceed one story or 20 feet in height, whichever is less.
- d. Nonresidential buildings shall contain not less than 1,000 square feet of ground floor area, except for churches or other places of worship which shall contain not less than 4,000 square feet of ground

floor area.

- e. The maximum size of all freestanding structures except residential structures and freestanding garages shall conform to the standards contained in table 14-1.

(3) *Location on lot.*

- a. The setbacks established in section 14-88(b) may be modified as follows: Except as provided by subsections b, c and d hereof, detached private garages and other freestanding structures shall not be located on any lot closer than 70 feet to the front lot line, three feet to a side lot line, ten feet to a rear lot line, ten feet to a side street line or ten feet to the single-family dwelling. Detached private garages and other freestanding structures exceeding one story in height shall not have second story openings facing the nearest side or rear lot line, except as may be required to comply with standards for emergency access and egress.
- b. The setbacks established in section 14-88(b) may be modified as follows: A nonresidential building shall not be located closer than 25 feet to the front lot line, 25 feet to a side lot line, or 25 feet to a rear lot line.
- c. A carport shall not be located closer than three feet to a side lot line, ten feet to a rear lot line or ten feet to a side street line; provided that a carport which loads from a side street shall not be located closer than 20 feet to the side street line.
- d. An attached or detached private garage which loads from a side street shall not be located closer than 20 feet to the side street line.
- e. An attached private garage oriented for front loading shall be set back at least 25 feet from the front building line. If the single-family dwelling is set back farther on the lot than the minimum required front setback, then the attached private garage shall be set back at least 25 feet from the point on the front façade of the dwelling that is closest to the front building line. In no case may the vehicular access doors of an attached private garage be located closer to the front building line than any other point on the front façade of the dwelling, unless the dwelling is on an interior lot within a block and the attached private garage is oriented for side loading.

(4) *Lot size.* No lot in this district shall have less than 10,000 square feet of total area, and no lot shall be less than 70 feet wide at the front building line; provided, however, that no church or other place of worship shall be constructed on a lot having less than five acres of total area.

- a. No lot in this district for a single-family detached dwelling shall have a total area that exceeds by more than 20 percent the total area of any other lot for a single-family detached dwelling on the same blockface.
- b. No lot in this district for a single-family detached dwelling shall have a width that exceeds by more than 20 percent the width of any other lot for a single-family detached dwelling on the same blockface.

(5) *Open areas.*

- a. Residential lots shall have a minimum of 50 percent of the required front yard and required side yards adjacent to a side street devoted to landscaping.
- b. Nonresidential lots shall have a minimum of ten percent of the total lot area devoted to landscaping.

All open unpaved or uncovered space shall be devoted to landscaping.

- (c) *Construction.* The exterior walls on all residences in district A shall be a least 75 percent masonry construction to the top elevation line of the building sides of the first floor. Slab on grade home elevations must install masonry skirts to cover the sub-slab void or crawlspace, below exterior walls. The style and quality of all carports, detached private garages and freestanding structures constructed after a certificate of occupancy shall conform to the original structure; provided, however, that only utility structures may have metal facades.
- (1) Masonry construction may include brick, stucco, or stone material. Stucco must be integrally colored or otherwise finished with a coating.
 - (2) Use of CMU for exterior wall veneers is prohibited in this district, except that split-face concrete blocks, integrally colored or otherwise finished with a coating, may be utilized for the construction of veneer skirts for slab on grade home elevations. EIFS is prohibited.

(d) *Other regulations; fences and hedges.*

- (1) No fence in district A shall be permitted in the front yard, extending past the building setback line. For side street fencing, where one or more lots have frontage on the street, wrought iron style fencing may be installed to within two feet of the public sidewalk and shall not encroach beyond the side lot line.
- (2) Fences in district A may not be erected and hedges may not be planted directly on a property line without the express agreement of the property owners on both sides of the property line.
- (3) Fences in district A shall not exceed eight feet in height, and shall be of a permanent type, such as chainlink, redwood, cedar, wrought iron, brick or other approved material of equal quality.
- (4) Refuse containers or similar equipment on nonresidential lots in district A shall be screened from public view, and from adjacent buildings or property, whether public or private. Such screening shall be permanent and opaque and of wood, metal or masonry material and shall be at least as high as the screened object, but in no event shall be less than six feet in height.

(Ord. No. 95-04, § 1(303.1), 2-20-95; Ord. No. 98-15, §§ 1, 2, 6-15-98; Ord. No. 99-31, §§ 6, 7, 11-15-99; Ord. No. 01-02, § 1, 1-15-01; Ord. No. 03-04, § 1, 1-20-03; Ord. No. 03-28, § 1, 7-21-03; Ord. No. 2013-46, § 3(Exh. A), 12-16-13; Ord. No. 2017-54, § 2, 12-18-17; Ord. No. 2017-58, § 2, 12-18-17; Ord. No. 2019-26, § 2, 6-17-19; Ord. No. 2019-28, § 2, 5-17-19)

Sec. 14-102. - Regulations for district B (townhouse/patio home district).

- (a) *Use regulations.* No building or land in district B shall be used, and no building shall be erected, moved or altered except for one or more of the following uses:
- (1) All uses permitted in district A; and
 - (2) Townhouses and patio homes.
- (b) *Height and area regulations.* The height of buildings, the minimum area of buildings, the minimum lot size and the minimum dimensions of yards upon any lot or parcel of land in district B shall be as follows:
- (1) For uses permitted in district A, the height and area regulations provided by subsection 14-101(b) for district A shall apply.
 - (2) For townhouses and patio homes, the height and area regulations provided by subsection 14-103(b).
- (c) *Construction.* For uses permitted in district A, the construction regulations provided by subsection 14-101(c)

for district A shall apply in district B. For townhouses and patio homes, the construction regulations provided by subsection 14-103(c) shall apply in district B.

- (d) *Other regulations.* For uses permitted in district A, the other regulations provided by section 14-101(d) for district A shall apply in district B. Fences and walls shall not exceed eight feet in height and shall be of a permanent type, such as chainlink, redwood, cedar, wrought iron, brick or approved material of equal quality; provided, however, that along the boundary between district B, the eastern business district and the White Oak Bayou Wastewater Treatment Plant Site, fences and walls shall not exceed 12 feet in height and shall be of redwood, cedar, wrought iron, brick or approved material of equal quality with metal posts set in 18-inch diameter concrete at least one-third the fence height in depth. Construction shall be in accordance with the building code with a foundation designed by an engineer registered in the state.

(Ord. No. 95-04, § 1(303.2), 2-20-95; Ord. No. 97-04, §§ 8, 9, 4-21-97; Ord. No. 99-31, § 8, 11-15-99)

Sec. 14-103. - Regulations for district C—Townhouse/patio home district.

- (a) *Use regulations.* No building or land shall be used and no building shall be erected, moved or altered except for one or more of the following uses.
- (1) Townhouses.
 - (2) Patio (garden) homes.
 - (3) Accessory uses customarily incident to the above uses, provided that such use be not so obnoxious or offensive as to be reasonably calculated to disturb persons of ordinary temper, sensibilities and disposition by reason of vibration, noise, view or the emission of odor, dust, smoke or pollution of any other kind.
 - (4) Home occupations as permitted in district A.
 - (5) Model homes as permitted in district A.
- (b) *Height and area regulations.*
- (1) *Height.* For townhouses and patio homes the height of buildings shall not exceed two stories and 30 feet. For other uses building shall not exceed 25 feet in height.
 - (2) *Building area.* For townhouses and patio homes the building area shall be not less than 1,400 square feet.
 - (3) *Location on lot.* For townhouse lots, the setbacks established in section 14-88(b) are modified as follows: Buildings that do not abut a building on an adjacent lot with a common firewall between them shall not be closer than five feet to a side lot line on that side. Abutting buildings shall have a common firewall that complies with current city building codes. A series of abutting buildings shall not have a combined width of greater than 300 feet. Each group of abutting buildings shall be separated on the side by an open space of not less than ten feet to the next side lot line. For patio lots the setbacks established in section 14-88(b) are modified as follows: One side of the living unit may be placed on the property as provided in section 14-108(c). Side street setbacks for townhouses or garden homes shall be a minimum of ten feet.
 - a. For townhouses: The minimum lot size shall be 2,000 square feet, with a maximum density not to exceed ten dwelling units per acre.
 - b. The setbacks established in section 14-88(b) may be modified as follows: A nonresidential building shall not be located closer than 25 feet to the front lot line, 25 feet to a side lot line, or 25 feet to the

rear lot line. A residential building may not be located closer than 16 feet to the rear lot line.

(c) *Construction.*

- (1) Exterior walls shall have at least 75 percent masonry construction to the top elevation line of the building sides of the first floor.
 - a. Masonry construction may include brick, stucco, or stone material.
 - b. Use of CMU for exterior wall veneers prohibited in this district. EIFS is prohibited.
- (2) Townhouses:
 - a. At least one wall of the living unit must be wholly coincident with the zero line.
 - b. Walls coincident with zero property lines must be masonry without openings. If an open court is placed on the zero property line, a minimum of six feet high masonry wall shall enclose the side of the court coincident with the zero property line.
 - c. No roof water may be drained to the zero property line side.
 - d. No water, electrical panels, plumbing elements, fireplace cleanouts, etc. may be placed on the zero property line wall.
 - e. Where a roof overhang over an adjacent lot is proposed a ten-foot access easement for maintenance shall be provided on said adjacent lot.
- (3) Garden/patio homes:
 - a. The wall that is coincident with or less than five feet to a property line must be masonry without openings.
 - b. No roof water may be drained on to the adjacent lot or lots.
 - c. No water, electrical panels, plumbing elements, fireplace cleanouts, etc. may be placed on a wall coincident with or less than five feet to a property line.
 - d. The minimum building separation between the sides of adjacent dwellings shall be ten feet.
 - e. Where a roof overhang over an adjacent lot is proposed a five-foot access easement for maintenance shall be provided on said adjacent lot.
 - f. See also subsection 14-135(b), lot line developments, for subdivision platting standards.

(d) *Other regulations; fences and hedges.*

- (1) No fence in district C shall be permitted in the front yard, extending past the building setback line. For side street fencing, where one or more lots have frontage on the street, wrought iron style fencing may be installed to within two feet of the public sidewalk and shall not encroach beyond the side lot line.
- (2) Fences in district C may not be erected and hedges may not be planted directly on a property line without the express agreement of the property owners on both sides of the property line.
- (3) Fences in district C shall not exceed eight feet in height, and shall be of a permanent type, such as chainlink, redwood, cedar, wrought iron, brick or other approved material of equal quality.

(Ord. No. 99-31, § 9, 11-15-99; Ord. No. 00-28, § 1, 8-21-00; Ord. No. 02-09, § 3, 4-15-02; Ord. No. 03-04, § 2, 1-20-03; Ord. No. 2017-56, § 2, 12-18-17; Ord. No. 2017-59, § 2, 12-18-17)

- (a) *Use regulations.* No building or land shall be used and no building shall be erected, moved or altered except for one or more of the following uses.
- (1) Single-family townhouse style dwelling units in a unified development. No "flats" or apartment style building shall be constructed in the district.
 - (2) Accessory uses customarily incident to the above use, provided that such use be not so obnoxious or offensive as to be reasonably calculated to disturb persons of ordinary temper, sensibilities and disposition by reason of vibration, noise, view or the emission of odor, dust, smoke or pollution of any other kind.
 - (3) Home occupations as permitted in district A.
- (b) *Height and area regulations.*
- (1) Height. The height of primary residential dwellings shall not exceed 2½ stories and [or] 35 feet. For other uses buildings shall not exceed 25 feet in height.
 - (2) Building area. The living area shall be not less than 1,400 square feet per dwelling unit.
 - (3) Location on lot. The setbacks established in subsection 14-88(b) are modified as follows: Buildings shall be separated on the side by an open space of not less than ten feet, building face to building face.
 - (4) Density shall not exceed 14 dwelling units per acre.
- (c) *Construction.*
- (1) Exterior walls of the entire structure shall have at least 75 percent masonry construction to the top elevation line of the building sides of the first floor.
 - a. Masonry construction may include brick, stucco, or stone material.
 - b. Use of CMU for exterior wall veneers prohibited in this district. EIFS is prohibited.
 - (2) Abutting buildings or dwelling units shall have common firewalls, or fire-rated walls that comply with city building codes.
- (d) *Additional platting requirements.* The plat for a development in district C-2 shall indicate all structures and their relationship to each other and to adjacent uses and improvements. Common elements such as land and recreational facilities shall be an essential and major element of the plat. In addition to the plat standards contained in article III of this Code, the plat shall show the following additional information:
- (1) The legal description of the land, showing the land involved and the location of each building (existing or proposed), lot, or building site denoted by letter or number, i.e. A, B; 1, 2, etc.
 - (2) The general description and the number of each lot or unit in the development intended for individual ownership expressing its square footage, location and/or any other data necessary for its identification.
 - (3) The general description of any other area to be subject to individual ownership and exclusive control, appropriately lettered or numbered.
 - (4) The description of the general common elements.
 - (5) The description of the limited common elements.
 - (6) The fractional or percentage interest which each unit bears to the entire development.
 - (7) Any further provisions, matters or covenants necessary.
- (e) *Property owners association.* The developer shall establish an appropriate ownership association for the

development. Only one association shall be established for the entire development. The instrument shall be submitted to the city for review prior to submittal of the final plat. In establishing such an association regime, a master deed, lease or declaration declaring such intention and setting forth the organization of such regime shall be filed at the office of the county clerk. The property owners declaration shall address the following items:

- (1) Define what is owned and by whom, including specific location and parameters of the individual unit and the ownership interest of the owners or the association in the common elements.
 - (2) Establish a system of interlocking relationships binding each owner to all other owners for the purpose of maintaining and preserving what is owned and used in common.
 - (3) Establish an array of protective standards or restrictions designed to place limits and to ensure that a certain level of appearance is maintained.
 - (4) Create an administrative vehicle to manage those elements shared in common and to enforce standards.
 - (5) Provide for the operation and financing of the association.
- (f) *Open space.* The total of all open space in any unified development shall be at least 30 percent of gross acreage; provided, however, that the developer may provide less than 30 percent open space upon obtaining approval from the city by demonstrating that the character of the amenities incorporated in the development warrant such decrease. In no case shall the open space requirement be reduced to less than ten percent of the total land area of the development. In granting a decrease in open space, the city shall consider such factors as the quality of the open space provided and the provision of facilities such as tennis courts, swimming pools, playground equipment and other recreational facilities. Open space shall include all areas not covered by structures, streets or parking. The open space must be restricted for the exclusive use of owners within the development and owned, managed, and maintained under the property owners' association.
- (g) *Other regulations; fences and hedges.*
- (1) No fence in district C-2 shall be permitted in the front yard, extending past the building setback line. For side street fencing, where one or more lots have frontage on the street, wrought iron style fencing may be installed to within two feet of the public sidewalk and shall not encroach beyond the side lot line.
 - (2) Fences in district C-2 may not be erected and hedges may not be planted directly on a property line without the express agreement of the property owners on both sides of the property line.
 - (3) Fences in district C-2 shall not exceed eight feet in height, and shall be of a permanent type, such as chainlink, redwood, cedar, wrought iron, brick or other approved material of equal quality.

(Ord. No. 02-18, § 3, 7-15-02; Ord. No. 04-15, § 1, 8-16-04; Ord. No. 2017-57, § 2, 12-18-17; Ord. No. 2017-60, § 2, 12-18-17)

Sec. 14-104. - Regulations for district M (multifamily dwelling district).

- (a) *Use regulations.* No building or land shall be used and no building shall be hereafter erected, moved or altered in district M except for one or more of the following uses:
- (1) Multi-family dwellings.
 - (2) Assessor buildings and uses customarily incident to any permitted use when located on the same lot

and not involving the conduct of a business not directly associated with the primary use of the lot.

(3) Home occupations as permitted in district A.

(b) *Height and area regulations.* The height of buildings, the area of buildings, and land area shall be as follows:

(1) *Height.* No building shall exceed 50 feet or three stories in height.

(2) *Building area.*

a. Multi-family buildings shall contain not less than 2,000 square feet nor more than 21,000 square feet of ground floor area.

b. Assessory buildings shall contain not less than 100 square feet nor more than 15,000 square feet of ground floor area. Assessory structures shall be constructed of permanent material. Portable buildings of a temporary nature are prohibited.

(3) *Location on lot.* Setbacks shall be as established in subsection 14-88(b).

(4) *Lot size.* No lot in this district shall have less than 4.5 acres of total area.

(5) *Density.* The density of multi-family dwelling units shall not exceed 12 units per acre for the entire district.

(6) *Open area.*

a. A minimum of 20 percent of total area within the property lines shall be devoted to landscaping. All open unpaved space including, but not limited to, front, side and rear building setback areas shall be planted and landscaped.

b. Building fronts. An average of at least ten feet and a minimum of five feet shall be a green area and walkway between the building and parking areas.

(c) *Construction.* The exterior walls on all primary buildings in district M shall be a least 40 percent masonry construction to the top elevation line of the building sides of the first floor. The style and quality of all accessory structures shall conform to the standards of the primary structure(s).

(1) Masonry construction may include brick, stucco, or stone material.

(2) Use of CMU for exterior wall veneers prohibited in this district. EIFS is prohibited.

(d) *Other regulations.*

(1) *Parking requirements.* See Table 14-11 (section 14-283) off-street parking standards. All parking shall be ground level.

(2) *Screening.* Refuse containers or like equipment outside of an enclosed space shall be screened from public view, either from adjacent buildings or adjacent property, both private and public. Such screens shall be permanent and opaque and of wood, metal or masonry material and shall be at least as high as the screened object, and in no case shall be less than six feet in height.

(3) *District size.* Any multi-family dwelling district shall contain not less than 100 acres of land.

(4) *Fences.* Perimeter fences shall be a minimum of eight feet in height, and shall be permanent and must be one of the following types: redwood, cedar, wrought iron, brick or masonry.

(Ord. No. 95-04, § 1(303.4), 2-20-95; Ord. No. 99-05, § 6, 2-15-99; Ord. No. 2014-33, § 1, 10-20-14; Ord. No. 2017-61, § 2, 12-18-17)