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points. The director of development services may require any information from the subdivider necessary to establish the effect of the airport zoning ordinance on any subdivision plat submitted for consideration by the planning commission. This information shall be provided and certified by the registered professional engineer or registered land surveyor employed by the subdivider.

When the above limitations are determined to be in effect within the boundaries of the proposed subdivision, the owner's certification shall include the following statement: "I understand that this subdivision is subject to the restrictions of the airport zoning ordinance and the maximum height of any proposed structure or building within this subdivision will be limited in accordance with the provisions of that ordinance."

(Ord. No. 97568 § 2) (Ord. No. 98697 § 1) (Ord. No. 99795 § 1)

**35-B122 Traffic Impact Analysis**

The TIA shall be signed and sealed by a professional engineer, registered to practice in Texas. The following information shall be provided in the following format:

**(a) Level 2 and 3 TIA Format.**

A Level 2 TIA and a Level 3 TIA, when required, shall consist of:

**(1) Traffic Analysis Map.**

- A. Land use, site and study area boundaries, as defined (provide map).
- B. Existing and proposed site uses
- C. For TIAs that use land use as a basis for estimating projected traffic volumes, Existing and proposed land uses on both sides of boundary streets for all parcels within the study area (provide map).
- D. Existing and proposed roadways and Intersections of boundary streets within the study area of the subject property, including traffic conditions (provide map).
- E. All major driveways and intersecting streets adjacent to the property will be illustrated in detail sufficient to serve the purposes of illustrating traffic function; this may include showing lane widths, traffic islands, medians, sidewalks, curbs, traffic control devices (traffic signs, signals, and pavement markings), and a general description of the existing pavement condition.
- F. Photographs of adjacent streets of the development and an aerial photograph showing the study area.

**(2) Trip Generation and Design Hour Volumes (provide table).**

- A. A trip generation summary table listing each type of land use, the building size assumed, the average trip generation rates used (total daily traffic and a.m./p.m. peaks), and the resultant total trips generated shall be provided.
- B. Generated vehicular trip estimates may be discounted in recognition of other reasonable and applicable modes, e.g., transit, pedestrian, bicycles. Furthermore, trip generation estimates may also be discounted through the recognition of pass by trips and internal site trip satisfaction.
- C. Proposed trip generation calculations for single-story commercial properties shall be based on the following: (A) the floor area ratio (FAR) requested in the application, or (B) if no FAR is requested in the application, the maximum FAR permissible in the zoning district, if any, or (C) if no FAR is requested in the

application and the property is not subject to Article III of this Chapter, a floor-to-area (building size to parcel size) ratio 0.25 shall be used.

**(3) Trip Distribution (provide figure by site exit).**

The estimates of percentage distribution of trips by turning movements from the proposed development.

**(4) Trip Assignment (provide figure by site entrance and boundary street).**

The direction of approach of site-attracted traffic via the area's street system.

**(5) Existing and Projected Traffic Volumes (provide figure for each item).**

Existing traffic volumes are simply the numbers of vehicles on the streets within the Impact Area during the time periods listed below, immediately prior to the beginning of construction of the land development project. Projected traffic volumes are the numbers of vehicles, excluding the site-generated traffic, on the streets of interest during the time periods listed below, in the build-out year.

- A. A.M. Peak hour site traffic (including turning movements).
- B. P.M. Peak hour site traffic (including turning movements).
- C. A.M. Peak hour total traffic including site-generated traffic and Projected Traffic (including turning movements).
- D. P.M. Peak hour total traffic including site-generated traffic and Projected Traffic (including turning movements).
- E. For special situations where peak traffic typically occurs at non-traditional times, e.g., major sporting venues, large specialty Christmas stores, etc., any other Peak hour necessary for complete analysis (including turning movements).
- F. Total daily existing traffic for street system in study area.
- G. Total daily existing traffic for street system in study area and new site traffic.
- H. Total daily existing traffic for street system in study area plus new site traffic and projected traffic from build-out of study area land uses

**(6) Capacity Analysis (the applicant shall provide analysis sheets in appendices).**

- A. A capacity analysis shall be conducted for all public street intersections and junctions of major driveways with public streets which are significantly impacted (within the Study Area Boundary as defined in this code (as agreed to by the developer's engineer and the City Traffic Engineer). A capacity analysis is required as shown below:

	Boundary Street	Non-Boundary Street within Study Area
Existing Conditions	Required	Required
Phase 1	Required	Not Required
Intermediate Construction Phases	Required	Not Required
Final Phase/Build-Out Year (Existing Construction)	Required	Required
Final Phase/Build-Out Year (Proposed Infrastructure)	Required	Required

- B. Capacity analysis will follow the principles established in the latest edition of the Transportation Research Board’s Highway Capacity Manual (HCM), unless otherwise directed by the director of development services. Capacity will be reported in quantitative terms as expressed in the HCM and in terms of traffic level of service.
- C. Capacity analysis will include traffic queuing estimates for all critical applications where the length of queues is a design parameter, e.g., auxiliary turn lanes, and at traffic gates.

(Ord. No. 98697 § 1)

**(7) Conclusions and Requirements.**

Conclusions and requirements shall be included consistent with § 35-502(f) of this ordinance.

**(b) Level 1 TIA Format.**

A Level 1 TIA, when required, shall consist of:

**(1) Traffic Analysis Map.**

- A. Site and study area boundaries, as defined (provide map)
- B. Existing and proposed site uses
- C. All major driveways and intersecting streets adjacent to the property will be illustrated in detail sufficient to serve the purposes of illustrating traffic function; this may include showing lane widths, traffic islands, medians, sidewalks, curbs, traffic control devices (traffic signs, signals, and pavement markings), and a general description of the existing pavement condition.

**(2) Peak Hour Trip Generation.**

- A. The estimates of peak hour trips generated by the development; and

- B. the percentage distribution of such trips from each site exit and to each site entrance.

### 35-B123 Tree Permit-Tree Preservation Plan Option

#### (a) Number of Copies

The applicant shall submit a tree preservation/Affidavit application with three (3) sets of tree preservation plans, a survey showing the location of all significant, heritage, or mitigation trees, including clusters, an inventory with calculations, and tree protection notes as provided herein.

#### (b) Format

The tree survey shall be drawn to scale with sufficient clarity to indicate the location and extent of the work proposed, and show in detail that it conforms to the requirements of this section. The survey shall be submitted on a tree preservation (TP) sheet(s) and shall relate to the civil drawings. A survey that cannot be drawn on a single sheet shall be drawn with appropriate match lines on two (2) or more sheets. A TP survey sheet may also include the tree inventory, calculations, and the tree protection notes at the discretion of the applicant. It shall be the responsibility of the permit holder to maintain a copy of the tree permit, the data and drawings required by this section, and the conditions of approval imposed by the city arborist readily available at the site at all times during which the authorized work is in progress. All tree preservation plans shall be submitted in the form required by the city arborist and shall contain and provide tree protection notes, details and specifications clearly indicating the trees which will remain and the trees which are to be removed.

#### (c) Contents

- (1) **The Tree Preservation Plan** contains three components: a tree survey, the tree inventory, and the tree protection notes.
  - A. Multifamily residential, commercial and other development:
    - 1. **The Tree Survey.** The tree survey shall, at a minimum, provide the following:
      - i. A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;
      - ii. The location, species and size in diameter inches of each significant, heritage, (see Section 35-523(d)) or mitigation trees, and any cluster or natural areas used to meet the requirements within the project area. Each tree is to be given a unique number which cross references or identifies the trees in the inventory;

- iii. The location of property lines, existing site grades and proposed site grades, location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
  - iv. Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features;
  - v. The location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials; and
  - vi. The location of all improvements and their proximity to Significant or Heritage trees.
2. **The Tree Inventory.** A tree inventory shall include:
- i. The diameter inches of and species of each significant, heritage, (see Section 35-523(d)) or mitigation trees and optional cluster trees; tree number, species, DBH, location, and disposition of each tree;
  - ii. Reasons for removal of any such trees;
  - iii. Calculations indicating total diameter inches, inches preserved, and percent preservation, with a delineation of Significant and Heritage trees; and
  - iv. The tree designation (Significant or Heritage tree) and desirability percentage.
3. **The Tree Protection Notes.** The tree protection notes shall include written information containing acceptable activities on the site and within the root protection zone of each tree, cluster or natural area to be preserved to meet the requirements for this standard, including:
- i. Details and graphics illustrating the protective measures such as fencing and alternative construction methods; and
  - ii. Specifications denoting the criteria for methods and materials used for tree protection.
- B. Residential:
- 1. **The Tree Survey.** For lots located inside the city limits, the developer or property owner must provide a tree survey of the area contained in the

front and rear yard setbacks, as established in the lot layout standards of this code, of the lots that are to be made ready for construction. For such lots located in a planned unit development, the developer or property owner must provide a tree survey of that portion of the front and rear yards within twenty (20) feet of the front and rear property lines respectively. For lots that are to be made ready for construction located outside the city limits, but in the ETJ and/or a planned unit development, the developer or property owner must provide a tree survey of that portion of the front and rear yards within twenty (20) feet of the front and rear property lines respectively. The tree survey shall, at a minimum, provide the following:

- i. A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;
  - ii. A current aerial photograph (a minimum resolution of 6 inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards;
  - iii. The location of property lines, existing grades and proposed grades, location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
  - iv. Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features;
  - v. The location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials;
  - vi. The location of all improvements and their proximity to significant or heritage trees; and
  - vii. Location, size, and species of all heritage trees.
2. **The Tree Inventory.** A tree inventory shall include:
- i. The calculations for the preservation ratio of trees to be preserved; and
  - ii. Reasons for removal of any such trees.

3. **The Tree Protection Notes.** The tree protection notes shall include written information containing acceptable activities on the site and within the root protection zone of each tree, cluster or natural area to be preserved to meet the requirements for this standard, including details and graphics illustrating the protective measures such as alternative construction methods.

(Ord. No. 97332 § 9)

### **35-B124 Tree Permit-Tree Affidavit Option**

In lieu of a tree permit, a notarized tree affidavit with fees and required information may be submitted verifying that no significant or heritage tree required to be counted for calculating minimum tree preservation requirements will be damaged or removed as a result of the application or receipt of the approval requested.

#### **(a) Number of Copies**

The applicant shall submit a tree preservation/Affidavit application with one (1) copy at the platting stage and three (3) sets at the building permit stage.

#### **(b) Format**

- (1) A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan,
- (2) Any aerial photograph that cannot be plotted on a single sheet shall be plotted with appropriate match lines on two (2) or more sheets. A tree preservation survey sheet may also include the tree area calculations and the tree protection notes at the discretion of the applicant. It is the applicant's responsibility to insure that all parts of the tree preservation plan are transferred to each appropriate person concerned with the development project.

#### **(c) Contents**

- (1) A current aerial photograph (a minimum resolution of 6 inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards; and
- (2) The location of property lines, existing grades and proposed grades, location and widths of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project; and
- (3) Basic descriptive information regarding the vegetation type(s) that are within the existing tree area(s).

(Ord. No. 97332 § 10)

**35-B125 Tree Permit-Tree Stand Delineation Plan Option**

As an alternative option to the tree preservation plan, a tree stand delineation plan may be submitted. The tree stand delineation plan that is required with the master development plan shall include at a minimum a current aerial photograph with a minimum resolution of 6 inch pixels with a scale of one (1) inch equals four-hundred (400) feet (1"= 400'), and additional information contained herein.

**(a) Number of Copies**

The applicant shall submit a tree preservation/affidavit application with three (3) sets of the tree stand delineation plan.

**(b) Format**

- (1) A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;
- (2) A tree preservation plan sheet with a current aerial photograph (a minimum resolution of 6 inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards; and
- (3) Any aerial photograph that cannot be plotted on a single sheet shall be plotted with appropriate match lines on two (2) or more sheets. A tree preservation survey sheet may also include the tree area calculations and the tree protection notes at the discretion of the applicant. It is the applicant's responsibility to insure that all parts of the tree preservation plan are transferred to each appropriate person concerned with the development project.

**(c) Contents**

- (1) The location of property lines, existing grades and proposed grades, location and widths of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
- (2) Basic descriptive information regarding the vegetation type(s) that are within the existing tree area(s) and within those areas that are to be preserved, and
- (3) Tree protection notes, details and specifications that include the written and graphic information of acceptable and non-acceptable activities on the site and within the tree save areas to be preserved to meet the requirements for this standard.

(Ord. No. 97332 § 11)

**35-B126 Tree Permit-Woodlands Preservation Plan Option****(a) Number of Copies**

The applicant shall submit a tree preservation/affidavit application with three (3) sets of plans, surveys and/or drawings as provided herein.

**(b) Format**

A woodlands stand delineation shall be prepared in accordance with 35-478 by a landscape architect or certified arborist. The information provided herein may be derived from aerial photographs, topographic plans, or on-site surveys at the discretion of the applicant. The information shall be presented at a scale of one (1) inch equals four-hundred (400) feet (1"= 400').

**(c) Contents**

The woodlands stand delineation shall contain the following components:

- (1) A topographic or aerial map delineating intermittent and perennial streams, and steep slopes; and
- (2) The boundaries and a description of the species associations based upon the "Checklist of the Vascular Plants of Texas", version 2001, published by Texas A&M University, including species composition, stocking density, diameter distribution (if available), age class, and condition at the stand level; and
- (3) A computation of the amount of land covered by tree canopy, in acres; and
- (4) An estimate of the number of trees per acre; and
- (5) A map delineating critical wildlife habitat; and
- (6) A map delineating streamside management zones; and
- (7) Forest stand maps indicating species, location, and size of trees and showing dominant and co-dominant forest types.
- (8) A map of the site drawn at the same scale as the grading or subdivision plan;
- (9) A table listing the net area in square feet, the square foot area of woodlands conservation required for the site, and the square foot area of woodlands conservation provided by the applicant on-site and off-site, if applicable;
- (10) A clear graphic indication of the woodlands conservation provided on the site showing areas where both retention of existing woodland, by any and all methods, is planned;

- (11) An anticipated construction timetable, including the sequence for tree conservation procedures;
- (12) A reforestation plan with a timetable and description of needed site and soil preparation, species, size, and spacing to be utilized;
- (13) Locations and types of protective devices to be used during construction activities to protect areas of woodland designated for conservation;
- (14) Limits of disturbance delineated;
- (15) Stockpile areas delineated; and
- (16) A binding 2-year management agreement that details how the areas designated for forestation or reforestation will be maintained to ensure protection or satisfactory establishment including:
  - A. Watering; and
  - B. Reinforcement planting provisions if survival falls below required standards.

(Ord. No. 97332 § 12)

### **35-B127 Tree Permit-Public Project Preservation Plan**

#### **(a) Number of Copies**

A tree preservation plan shall consist of an aerial photograph (where applicable) and one (1) set of construction documents with the contents prescribed herein.

#### **(b) Format**

The aerial photograph and the construction documents shall be at a scale with sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it conforms to the requirements of this section. The plan shall be submitted on sheets of a size not to exceed thirty by forty-two inches (30" X 42"). A plan which cannot be drawn in its entirety on a single sheet shall be drawn with appropriate match lines on two (2) or more sheets with one (1) sheet illustrating the scope of the entire project.

#### **(c) Contents**

The tree preservation plan shall include the following information:

- (1) A current aerial photographs (where applicable) at a minimum of six (6) inch pixel with an overlay of the project alignment and all easements;

- 
- (2) A vicinity map, existing grades and proposed grades, location of project lines, and dimensions of the project rights-of-ways and/or all easements, and delineation of the proposed limit of clearance;
  - (3) Project name, street address, legal description, date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;
  - (4) The location, species and size in diameter inches of each Significant or Heritage trees within the project area as defined in Section 35-523(d). Each tree is to be given a unique number which cross references or identifies the trees in the inventory;
  - (5) Location of any mitigation trees to be planted within the project area;
  - (6) Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features;
  - (7) The location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
  - (8) A summary table indicating the total number, diameter inches, and species of protected trees to be removed within the project area;
  - (9) Description of tree and tree clusters that may be impacted by any construction activity or fifteen (15) feet from any proposed improvements;
  - (10) Location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials;
  - (11) For applications that require boring of utilities, show bore pit areas so that the minimum distance of the bore is outside the canopy of the trees or tree clusters and that the minimum depth of the bore shall be twenty-four (24) inches or greater; and
  - (12) Tree and understory preservation notes, specifications, and details.
- (Ord. No. 97332 § 13)

### **35-B128 Vested Rights Determination**

An Application for a vested rights determination shall be made by the applicant on a form established for such purpose and provided by the city and shall contain at least the following information:

- (a) Name and address of applicant;
- (b) Project description and name of subdivision or development, if applicable;

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- (c) Location of development;
  - (d) Total land area, in square feet;
  - (e) Total area of impervious surface, in square feet;
  - (f) Number of residential dwelling units, by type;
  - (g) Type and amount of non-residential square footage;
  - (h) Phases of the development, if applicable;
  - (i) Verified or certified copies of all development permits, contracts, appraisals, reports, correspondence, letters, or other documents or materials upon which the applicant's claim for vested rights or equitable estoppel is based;
  - (j) A sworn statement, in a form prescribed by the city, and signed by the applicant; and
  - (k) A legal description of the property.

In addition to the required processing as set forth above, an application for consent agreement approval shall include, but shall not be limited to the following: a timing and phasing plan for the proposed development; a plan for the provision of public facilities and services to the proposed development, by phase; the conditions under which the proposed development will be authorized to proceed; and the conditions under which approvals or permits will lapse or may be revoked. A document shall be considered "verified" or "certified", whether an original or a copy, if it is signed by the official with decision making authority for the permit application.

(Ord. No. 97332 § 14)

### **35B-129 Historic Preservation Materials**

#### **(a) Certificate of Appropriateness**

An application for a certificate of appropriateness shall include the following:

- (1) Applications for new construction shall include preliminary plans with building elevations including:
  - A. Working scale drawings/specifications
  - B. Drawings 8½" x 11" reproducible sheets
  - C. Scale site plan
  - D. Photographs of building site for new construction
  - E. Paint samples with brand name and number
  - F. Roofing material sample
  - G. Siding sample

- H. Letter of permission from property owner (if the applicant is not the owner)
- (2) Applications requesting an addition to an existing building shall include:
- A. Preliminary plans with building elevations
  - B. Scale drawing of addition in relation to structure
  - C. Working scale drawings/specifications
  - D. Scale site plan
  - E. Drawings 8½" x 11" reproducible sheets
  - F. Photographs of structure showing current appearance
  - G. Photographs of all exterior sides (include all four sides of building)
  - H. Colors (sample)
  - I. Letter of permission from property owner (if the applicant is not the owner)
- (3) Applications requesting the installation of signage shall include the following information:
- A. Working scale drawings/specifications
  - B. Scale drawing of sign in relation to structure
  - C. Scale site plan
  - D. Drawings 8½" x 11" reproducible sheets
  - E. Photograph of location of proposed signage on structure/property
  - F. Photographs of structure and all exterior sides affected by proposed work
  - G. Type of materials to be used for sign
  - H. Colors (samples) as applied to sign
  - I. Size/Style of lettering
  - J. Illumination plan
  - K. Letter of permission from property owner if the applicant is not the owner
- (4) Applications requesting the installation or erection of a fence shall include:
- A. Description of the type/design of fence
  - B. Scale of drawing of members with specifications
  - C. Scale site plan
  - D. Drawings 8½" x 11" reproducible sheets
  - E. Photographs of structure and all exterior sides affected by proposed work
  - F. Letter of permission from property owner if applicant is not the owner
- (5) Applications requesting the installation of driveways, sidewalks and parking lots shall include:
- A. Description of the type/design of driveway/sidewalk
  - B. Drawings 8½" x 11" reproducible sheets
  - C. Scale site plan
  - D. Photographs of structure, location and all exterior sides affected by proposed work
  - E. Landscaping plans (if any)
  - F. Colors (sample)
  - G. Letter of permission from property owner if the applicant is not the owner
- (6) Applications requesting repainting involving a color change shall include:

- A. Type of material
  - B. Colors (sample)
  - C. Description of design
  - D. Photographs of structure and all exterior sides affected by proposed work
  - E. Letter of permission from property owner if the applicant is not the owner
- (7) Applications requesting reproofing involving a material/color change shall include:
- A. Type of material (sample or cut sheet)
  - B. Colors (sample)
  - C. Description of design
  - D. Photographs of structure and all exterior sides affected by proposed work
  - E. Letter of permission from property owner if the applicant is not the owner
- (8) Applications involving the installation of landscaping shall include:
- A. Working scale drawings/specifications
  - B. Scale site plan
  - C. Drawings 8½" x 11" reproducible sheets
  - D. List of plants or trees
  - E. Photographs of structure and area to be landscaped
  - F. Location of lighting, walkways, decking, pools, fountains, gazebos, or pool/equipment houses
  - G. Letter of permission from property owner (if applicant is NOT owner)
  - H. Sprinkler system (if any)
- (9) Applications involving Swimming Pools, Fish Ponds or Fountains shall include:
- A. Working scale drawings/specifications
  - B. Scale drawing in relation to structure
  - C. Scale site plan
  - D. Drawings 8½" x 11" reproducible sheets
  - E. Type/design of swimming pool, fish pond and/or fountain
  - F. Photographs of structure (all exterior sides) and area affected by proposed work
  - G. Colors (sample)
  - H. Letter of permission from property owner if the applicant is not the owner
- (9) Gazebos - Bath House & Decking
- A. Working scale drawings/specifications
  - B. Scale drawing in relation to structure
  - C. Scale site plan
  - D. Drawings 8½" x 11" reproducible sheets
  - E. Photographs of structure (all exterior sides) and area affected by proposed work
  - F. Colors (sample)
  - G. Letter of permission from property owner if the applicant is not the owner
- (10) Tennis Courts & Playgrounds

- A. Working scale drawings/specifications
- B. Scale drawing in relation to structure
- C. Scale site plan
- D. Drawings 8½" x 11" reproducible sheets
- E. Photographs of structure (all exterior sides) and area affected by proposed work
- F. Colors (sample)
- G. Letter of permission from property owner (if the applicant is not the owner)

**(11) Dumpsters, Air Conditioning, Water Coolers, And Other Mechanical Systems**

- A. Scale site plan
- B. Scale drawing of screening plan
- C. Photographs of structure and installation sites
- D. Location of condensers, transformers, or other systems in relation to building(s) and adjacent properties
- E. Underground utility plan
- F. Letter of permission from property owner if applicant is not the owner

**(b) Demolition**

Applications requesting demolition shall include:

- (1)** Photographs of structure
- (2)** Scale site plan
- (3)** Proposed use after demolition (conceptual plan)
- (4)** Letter of permission from property owner (if applicant is NOT owner)

The application shall include a demolition form as follows:

CITY OF SAN ANTONIO  
HISTORIC PRESERVATION & DESIGN OFFICE  
DEMOLITION FORM

Date: \_\_\_\_\_

TO: Director of Development Services Department

Application for permit to demolish the structure located at: \_\_\_\_\_

NCB \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_ Zoning \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_ License No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Approximate Date of Construction: \_\_\_\_\_

The structural frame is \_\_\_\_\_

Historic District \_\_\_\_\_ or Historic Landmark \_\_\_\_\_

Type of structure: (A) Commercial \_\_\_\_\_ (B) Residential \_\_\_\_\_ (C) Accessory \_\_\_\_\_

Why is structure to be demolished? \_\_\_\_\_

Submitted by:

Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DISPOSITION OF REQUEST

Permit to be issued: \_\_\_\_\_

Research to be done: \_\_\_\_\_

Referred to Historic and Design Review Commission: \_\_\_\_\_

Remarks or special recommendation where applicable: \_\_\_\_\_

\_\_\_\_\_  
Historic Preservation Officer

\_\_\_\_\_  
Date

PHOTOGRAPH OF BUILDING TO BE DEMOLISHED IS REQUIRED FOR CLEARANCE

## **Tax Abatement Project**

Applications for a tax abatement project shall include the following information:

- (1) Land use category: Commercial or residential
- (2) A completed certification form or verification form consistent with the information required by § 35-618 and as set forth below:

**CITY OF SAN ANTONIO**

**APPLICATION FOR AD VALOREM TAX EXEMPTION  
FOR HISTORICALLY SIGNIFICANT PROPERTY IN NEED OF TAX RELIEF**

**CERTIFICATION FORM**

To be completed by the applicant, signed and filed with the City of San Antonio Historic Preservation Officer prior to hearing by the Historic and Design Review Commission.

DATE: \_\_\_\_\_ 20 \_\_\_\_\_  
NAME OF APPLICANT: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
BUSINESS TELEPHONE: \_\_\_\_\_  
NAME (S) OF PROPERTY OWNERS: \_\_\_\_\_  
\_\_\_\_\_

EXACT LEGAL DESCRIPTION OF PROPERTY AS CONTAINED IN DEED  
NCB \_\_\_\_\_ BLOCK NUMBER \_\_\_\_\_  
LOT(S) NUMBER \_\_\_\_\_ ZONING \_\_\_\_\_  
COMMON ACCOUNT NUMBER (AS PER BAD) \_\_\_\_\_  
ADDRESS OF PROPERTY FOR WHICH EXEMPTION IS REQUESTED:

Street Number and Name \_\_\_\_\_ Zip Code \_\_\_\_\_

Latest Value of Property as Assessed by the Bexar Appraisal District:  
Year: \_\_\_\_\_

Land Value	Improvements	Total
_____	_____	_____

To the Historic Preservation Officer, City of San Antonio, Texas:  
The property identified above is in need of tax relief as set forth in City of San Antonio Ordinance No. 52281 and 52282. The historic significance of said property is certified by signature below, together with other documents covering the proposed restoration or rehabilitation:

1. One set of complete plans for restoration or rehabilitation
2. Statement of expected costs of improvements
3. The projected time schedule for restoration/rehabilitation
4. Proposed use: ( ) commercial ( ) residential
5. Signature below to allow designated officials to view property and records.

Submitted by: \_\_\_\_\_  
Applicant's Signature

**CITY OF SAN ANTONIO**

**APPLICATION FOR AD VALOREM TAX EXEMPTION  
FOR HISTORICALLY SIGNIFICANT PROPERTY ALREADY CERTIFIED AS IN NEED  
OF TAX RELIEF**

**VERIFICATION FORM**

To be completed by the applicant, signed and filed with the City of San Antonio Historic Preservation Officer prior to hearing by the Historic and Design Review Commission.

DATE: \_\_\_\_\_ 19 \_\_\_\_\_

CERTIFICATION DATE: \_\_\_\_\_ HDRC CASE NO. \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

NAME (S) OF PROPERTY OWNERS: \_\_\_\_\_

EXACT LEGAL DESCRIPTION OF PROPERTY AS CONTAINED IN DEED

NCB \_\_\_\_\_ BLOCK NUMBER \_\_\_\_\_

LOT(S) NUMBER \_\_\_\_\_ ZONING \_\_\_\_\_

COMMON ACCOUNT NUMBER (AS PER BAD) \_\_\_\_\_

ADDRESS OF PROPERTY FOR WHICH EXEMPTION IS REQUESTED:

Street Number and Name

Zip Code

- Documentation: Itemized List of Costs
- Itemized List of Receipts
- Final Building Inspection Clearance
- (Permits or Certificate of Occupancy)

In accordance with City of San Antonio Ordinances No. 52281 and/or 52282, I hereby swear that substantial rehabilitation of the property listed has been completed according to the criteria and standards of the City of San Antonio Historic and Design Review Commission.

I hereby authorize duly constituted representatives of the City of San Antonio to make an investigation of the property in compliance with code requirements.

Signed \_\_\_\_\_  
Property Owner

Date \_\_\_\_\_

**CITY OF SAN ANTONIO**

**APPLICATION FOR REPAIR/MAINTENANCE**

To be completed by the applicant, signed and filed with the City of San Antonio Historic Preservation Officer prior to final approval.

DATE: \_\_\_\_\_ 19 \_\_\_\_\_

PROPERTY LOCATION (STREET ADDRESS): \_\_\_\_\_

HISTORIC DISTRICT OR LANDMARK NAME: \_\_\_\_\_

EXACT LEGAL DESCRIPTION OF PROPERTY AS CONTAINED IN DEED

NCB \_\_\_\_\_ BLOCK NUMBER \_\_\_\_\_

LOT(S) NUMBER \_\_\_\_\_ ZONING \_\_\_\_\_

NAME OF PROPERTY OWNER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

NAME OF APPLICANT (IF DIFFERENT FROM OWNER) \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

This form is used only for:

1. General repair, using same material and design as original with photographs of area where work is to be done.
2. Repainting with same color (paint sample must be attached to this application)
3. Reroofing using same type material and color.
4. Repair of sidewalk, driveways, or curbs.

Owner/Applicant is request permission to: (describe clearly and in detail all architectural alterations to be made in addition to other requests, an additional sheet may be used).

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This form does not take the place of a building permit, which must be obtained from the Department of Development Services. The request will be reviewed by the Historic Preservation Officer prior to approval. Paint does not require a permit; however approval must be received and recorded in the Planning Department before proceeding. All repair/maintenance forms must be displayed on the job site.

Signed \_\_\_\_\_

Property Owner

\_\_\_\_\_  
Historic Preservation Officer

**(d) Miscellaneous**

All other applications shall include the following information:

- (1) Preliminary plans with building elevations
- (2) Working scale drawings/specifications
- (3) Drawings 8½" x 11" reproducible sheets
- (4) Scale site plan
- (5) Photographs of building site for new construction
- (6) Paint samples with brand name and number
- (7) Roofing material sample
- (8) Siding sample
- (9) Letter of permission from property owner if the applicant is not the owner.

(Ord. No. 97332 § 15) (Ord. No. 98697 § 4)

**35-B130 Homeowners' Association Documentation**

Where a provision of this chapter requires or permits the formation of a homeowners' association to establish or to maintain a facility (e.g., parks/open space), the documentation establishing the homeowners' association shall include articles of incorporation and by-laws which conform substantially to the following:

**(a) Articles of Incorporation**

**ARTICLES OF INCORPORATION  
OF  
[NAME OF ASSOCIATION]  
HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, being natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of the corporation under the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation for such corporation. All terms as used herein, such as (but not by way of limitation) "land", "Owners", "Lot", "Members", "Open Space", "Areas of Common Responsibility", "Declarant," "Addition" and "assessments" shall have the same meanings as set forth in the Declaration (as hereinafter defined) unless otherwise specified and defined herein.

ARTICLE ONE

The name of the corporation is [INSERT NAME], (hereinafter referred to as the "Association").

ARTICLE TWO

The Association is a non-profit corporation.

ARTICLE THREE

The period of its duration shall be perpetual.

ARTICLE FOUR

The Association is organized pursuant to the Act and does not contemplate pecuniary gain or profit to the Members thereof and is organized for non-profit purposes. The purposes for which the Association is formed are to provide for the maintenance, preservation and management of the land located in \_\_\_\_\_, which is an addition to the City of San Antonio, (the "City"), Bexar County (the "County"), Texas, as more fully described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") filed of record in the Real Property Records of the County, and any and all other property which is accepted from time to time by the Association for similar purposes, and to promote the health, safety and welfare of the residents within the land and any and all other property which is accepted by the Association for similar purposes. Without limiting the foregoing, the purposes of the Association shall include, without limitation, the following:

(a) The Association may exercise all of the powers and privileges and perform all of the duties and obligations of the Association, including cooperation with other homeowners' associations organized for the same or similar purposes in other subdivisions, as set forth in the Declaration, as same may be amended from time to time, the Declaration being incorporated herein by reference as if set forth at length herein.

(b) The Association may (i) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and/or Bylaws, (ii) as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes or governmental charges levied or imposed against the land of the Association, (iii) make disbursements, expenditures and payments on behalf of the said land owners as required by the Declaration and the Bylaws of the Association, and (iv) hold as agent for said land owners reserves for periodic repairs, maintenance and capital improvements to be made as directed by the land owners acting through the Board (as herein defined).

(c) The Association may acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association subject to the limitations, if any, set forth in the Declaration.

(d) The Association may borrow money, and with the required assent of voting Members as set forth in the Declaration, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations, if any, set forth in the Declaration.

(e) The Association may provide management, upkeep, maintenance, repair, care of and general sanitation and cleanliness of the Areas of Common Responsibility and Open Space as provided in the Declaration.

(f) The Association may incur or assume obligations and duties to the City or any other governmental authority, regarding the development, operation and maintenance of the Areas of Common Responsibility and Open Space and any improvements within the Areas of Common Responsibility and Open Space.

(g) The Association may enter into, incur or assume obligations and duties under escrow agreements or other escrow arrangements with the City or other governmental authorities, to provide or escrow funds to pay for the operation, maintenance and repair of the Areas of Common Responsibility and Open Space and any improvements owned by the Association.

(h) The Association may enter into and perform any contract and exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association in accordance with the Declaration.

(i) The Association may dedicate, sell or transfer all or any part of the Areas of Common Responsibility or Open Space to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication, sale or transfer shall be effective unless an instrument has been recorded after it has been signed by the requisite number of voting Members agreeing to such dedication, sale or transfer as provided in the Declaration.

(j) The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Areas of Common Responsibility or Open Space, provided that any such merger, consolidation or annexation shall have the assent of the Owners representing the requisite number of votes of voting Members as provided in the Declaration.

(k) The Association may have and exercise any and all powers, rights and privileges a corporation organized under the Act may now or hereafter exercise, including any other powers, rights or privileges described in the Declaration.

The foregoing enumeration of specific purposes shall not be held to limit or restrict in any manner the powers of this Association conferred by the laws of the State of Texas and shall be understood to be in furtherance of, and in addition to, such general powers conferred on non-profit corporations under the provisions of the Texas Non-Profit Corporation Act.

#### ARTICLE FIVE

Every record owner of a fee or undivided fee interest in any Lot included in the Declaration shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of a Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association. The foregoing is not intended to include persons or entities holding an interest in a Lot merely as security for the performance of an obligation. Transfer of ownership either voluntarily or by operation of law, shall terminate such Owners' membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to the assessments which have accrued prior to such transfer.

#### ARTICLE SIX

[Establish classes of voting membership and voting regulations, e.g., no cumulative voting.]

#### ARTICLE SEVEN

[Insert street address of registered office of Association and name of its initial registered agent.]

#### ARTICLE EIGHT

Subject to the terms of the Declaration, the Members of the Association shall elect the Board of Directors of the Association (the "Board"), and the Board shall, [establish qualifying vote], conduct all of the business of the Association, except when membership votes are required pursuant to the Declaration, the Articles of Incorporation, or the Bylaws of the Association.

The number of Directors constituting the initial Board is \_\_\_\_\_ (\_\_\_), and the names and addresses of the persons who are to serve as the initial members of the Board are:

<u>Name</u>	<u>Address</u>
[insert]	[insert]

The Board may make whatever rules and bylaws it deems desirable to govern the Association and its Members; provided, however, any conflict between such bylaws and the provisions hereof shall be controlled by the provisions of the Declaration.

ARTICLE NINE

[Establish rules of liability and/or indemnity for Directors.]

ARTICLE TEN

The Association may be dissolved with the assent given in writing and signed by not less than \_\_\_\_\_ (\_\_\_) of each class of voting Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be conveyed to either (a) another non-profit Texas corporation, association, trust or other organization devoted to purposes similar to those of the Association, or (b) an appropriate governmental agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE ELEVEN

Amendment of these Articles shall require the assent of the requisite number of votes of the voting Members as set forth in the Declaration.

ARTICLE TWELVE

As long as there is a Class B membership, the prior approval of the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and/or the U.S. Department of Housing and Urban Development ("HUD") (if FHA or VA has approved the Lots located in the Addition and is insuring mortgages of buyers of homes located in the Addition) shall be required for (a) annexation of additional properties under the Declaration, (b) mergers and consolidations of the Association, (c) mortgaging of the Areas of Common Responsibility or Open Space, (d) dedication of the Areas of Common Responsibility or Open Space to any governmental authority, (e) dissolution of the Association, or (f) amendment of these Articles if such amendments affects or alters any provisions of the Declaration directly governed or regulated by the FHA or VA.

ARTICLE THIRTEEN

The name and address of each incorporator is set forth in Article Eight hereinabove.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
[Name]  
Incorporator

[Name]  
Incorporator

\_\_\_\_\_  
[Name]  
Incorporator

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR   §

Before me, a notary public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR   §

Before me, a notary public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR   §

Before me, a notary public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**(b) By-Laws**

**BYLAWS OF**

**[INSERT NAME OF ASSOCIATION]  
HOMEOWNERS' ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)**

**ARTICLE I**

**DEFINITIONS**

1.01. Definitions.

(a) All terms used herein, such as (but not by way of limitation) "owners", "lot", "land", "Areas of Common Responsibility", "Declarant", and "assessments" shall have the same meanings as set forth in that certain Declaration of Covenants, Conditions and Restrictions filed of record as instrument number \_\_\_\_\_ of the Real Property Records of Bexar County, Texas;

(b) "Act" shall refer to the Texas Non-Profit Corporation Act, as amended from time to time.

**ARTICLE II**

**NAME**

2.01. Name. The name of this corporation shall be \_\_\_\_\_ Homeowners' Association, Inc. (hereinafter called the "Association").

ARTICLE III

OFFICES OF THE ASSOCIATION

3.01. Principal Office. The initial principal office of the Association shall be located at \_\_\_\_\_, but meetings of members and directors may be held at such place within the State of Texas as may be designated by the Board of Directors.

3.02. Other Offices. The Association may also have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or as the business of the Association may require.

ARTICLE IV

ASSOCIATION RESPONSIBILITIES AND  
MEETINGS OF MEMBERS

4.01. Association Responsibilities. The members will constitute the Association, which shall be responsible for administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including with respect to the collection and disbursement of charges and assessments as provided therein, and coordinating with other homeowners' associations in the adjacent subdivisions in administering and enforcing such covenants, conditions and restrictions through their respective boards of directors. In the event of any dispute or disagreement between any members relating to the land, or any questions of interpretation or application of the provisions of the Declaration, Articles of Incorporation or these Bylaws, such dispute or disagreement shall be submitted to the Board of Directors of the Association. The resolution of such dispute or disagreement by such Board of Directors shall be binding on each and all such members, subject to the right of members to seek other remedies provided by law after such determination by such Board of Directors.

4.02. Place of Meeting. Meetings of the Association shall be held at such suitable place, reasonably convenient to the members, within the State of Texas, County of Bexar, as the Board of Directors may determine.

4.03. Annual Meetings. The first meeting of the Association shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter unless otherwise determined by the Board. At such meetings, there shall be elected a Board of Directors by ballot of the members in accordance with the requirements of Article V of these Bylaws. The members may also transact such other business of the Association as may properly come before them at such meeting. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following such day which is not a legal holiday.

4.04. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the members as directed by resolution of the Board of Directors or upon receipt of a written request of members entitled to vote at least \_\_\_\_\_ (\_\_) of all of the votes of either class of membership. No business except as stated in the notice shall be transacted at a special meeting of the members. Any such meetings shall be held after the first annual meeting and shall be held within \_\_\_\_\_ (\_\_) days after receipt by the President of such request or petition.

4.05. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Secretary or Assistant Secretary of the Association not less than \_\_\_\_\_ (\_\_\_) nor more than \_\_\_\_\_ (\_\_\_) days before the date of the meeting, either personally or by mail, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. Business transacted at any special meeting shall be confined to the purposes stated in the notice or waiver thereof.

4.06. Quorum. The holders of \_\_\_\_\_ (\_\_\_) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum for any meetings of members except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members present, or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

4.07. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his lot.

4.08. Voting by Association and Members. The Association shall not be a voting member of the Association by virtue of its ownership of any lot. Each member may vote the number of votes and in the manner set forth in the Declaration and Articles of Incorporation.

4.09. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) roll call and certifying proxies;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading and disposal of unapproved minutes of prior meetings;
- (d) reports of officers;
- (e) reports of committees;
- (f) election of directors;
- (g) unfinished business;
- (h) new business; and
- (i) adjournment.

4.10. Membership List. The officer or agent having charge of the membership books shall make, at least \_\_\_\_ (\_\_) days before each meeting of members, a complete list of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and number of votes held by each, which list, for a period of \_\_\_\_ (\_\_) days prior to such meeting, shall be kept on file at the principal office of the Association, and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any member during the whole time of the meeting. The original member books shall be prima facie evidence as to who are the members entitled to examine such list or to vote at any such meeting of members.

4.11. Action Taken Without a Meeting. Any action required by statute to be taken at an annual or special meeting of the members, or any action which is otherwise permitted by law or by these Bylaws, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of members. Subject to the provisions required or permitted by statute for notice of meetings, unless otherwise restricted by the Articles of Incorporation or these Bylaws, the members may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other.

## ARTICLE V

### BOARD OF DIRECTORS

5.01. Number and Qualification. Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of the three (3) persons delineated in the Articles of Incorporation of the Association. At such first meeting, there shall be elected three (3) directors to the Board of Directors who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified.

5.02. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the land in keeping with the character and quality of the area in which it is located. The business and affairs of the Association shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Articles of Incorporation, these Bylaws or the Declaration directed or required to be exercised or done by the members.

5.03. No Waiver of Rights. The omission or failure of the Association or any member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declaration, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same at any time thereafter.

5.04. Election and Term of Office. At the first meeting of the Association, the term of office for three (3) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein.

5.05. Vacancies. Vacancies in the Board of Directors caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Association as set forth in Section 5.06 hereof) shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until his successor is elected at the next annual meeting of the Association to serve out the unexpired term (if any) of his predecessor in office. Vacancies in the Board of Directors caused by a removal of a Director by a vote of the Association shall be filled in the manner set forth in Section 5.06 hereof.

5.06. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of a majority of members of each class entitled to vote who are present at a meeting at which a quorum is present, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

5.07. Organizational Meeting. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the members at the annual meeting, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the members to fix the time and place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the members, the meeting shall be held within \_\_\_\_\_ (\_\_) days after the annual meeting of the members at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors shall be present.

5.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least \_\_\_\_\_ (\_\_) days prior to the day named for such meeting.

5.09. Special Meetings. Special meetings of the Board of Directors may be called by the President upon \_\_\_\_\_ (\_\_) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one (1) or more Directors.

5.10. Meeting by Telephonic Means. Members of the Board of Directors may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 5.10 shall constitute presence in person at the meeting.

5.11. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

5.12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the acts of the majority of

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the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. Directors present by proxy may not be counted toward a quorum. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.13. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

5.14. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

5.15. Nomination and Election of Directors. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members or representatives of a member of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from members or non-members. The appropriate number of members of the Board of Directors shall be elected at the annual meeting of members of the Association, which members of the Association shall vote the number of votes and in the manner set forth in the Declaration and the Articles of Incorporation.

## ARTICLE VI

### OFFICERS

6.01. Designation. The officers of the Association shall be a President, one (1) or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, appoint. Such officers need not be members of the Board of Directors. The office of President and Treasurer may be held by the same person, and the office of Vice-President and Secretary or Assistant Secretary may be held by the same person.

6.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors, and such new officers shall hold office subject to the continuing approval of the Board of Directors.

6.03. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor appointed at any regular or special meeting of the Board of Directors called for such purpose. An officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date such notice is received, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.04. Vacancies. A vacancy in any office due to the death, resignation, removal or other disqualification of the officer previously filling such office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

6.05. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board of Directors or by the members of the Association at any annual or special meetings.

6.06. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties, and shall also perform any duties he is directed to perform by the President.

6.07. Secretary. (a) The Secretary shall keep all of the minutes of the meetings of the Board of Directors and the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary as provided in the Declaration, Bylaws and Articles of Incorporation.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.08. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties as directed by the Secretary.

6.09. Treasurer. (a) The Treasurer shall have custody of and be responsible for Association funds and for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer, and of the financial condition of the Association.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

[Insert rules for indemnification.]

ARTICLE VIII

AMENDMENTS TO BYLAWS

8.01. Amendment to Bylaws. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members in good standing and present in person or by proxy; provided, however, that such authority may be delegated by the majority of such members to the Board of Directors if allowed by the Act. In connection therewith, the Federal Housing Administration (□FHA□), the Veterans Administration ("VA") and/or the U.S. Department of Housing and Urban Development (□HUD□) shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership but only if the FHA or VA has approved the subdivision and has insured any mortgages secured by first liens on the lots and houses in the subdivision. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IX

EVIDENCE OF OWNERSHIP, REGISTRATION  
OF MAILING ADDRESS

9.01. Proof of Ownership. Except for those owners who purchase a lot from Developer, any person, on becoming an owner of a lot, shall furnish to the Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

9.02. Registration of Mailing Address. The owner or several owners of a lot shall have the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an owner or owners shall be deemed to be the mailing address of the lot owned by said owner or owners unless a different registered address is furnished by such owner(s) to the Board of Directors within \_\_\_\_\_ (\_\_) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the owners of the lot or by such person(s) as are authorized by law to represent the interest of all of the owner(s) thereof.

ARTICLE X

GENERAL

10.01. Assessments and Liens. As more fully provided in the Declaration, each Member shall pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made.

10.02. Abatement and Enjoinment. The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such violation or breach.

10.03. Committees. The Association may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

10.04. Books and Records. The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any member at such member's sole cost and expense. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

10.05. Non-Profit Association. This Association is not organized for profit. No member of the Association, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board of Directors, officer or member; provided, however, that (a) reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee of a third party for services rendered to the Association in effecting one or more of the purposes of the Association, and (b) any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

10.06. Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President or any Vice President, and the Secretary or any Assistant Secretary, of the Association.

10.07. Proxy for Beneficiary or Mortgagee Under Deed of Trust. Owners shall have the right to irrevocably constitute and appoint their Mortgagees their true and lawful attorney to vote their lot membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominees any and all rights, privileges and powers that they have as owners under the Bylaws of this Association or by virtue of the Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary or Assistant Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association or the owners to carry out their duties as set forth in the Declaration. Such proxy shall be valid until such time as a release of the beneficiary's deed of trust is executed and a copy thereof delivered to the Secretary or Assistant Secretary of the Association, which shall operate to revoke such proxy. Such proxy may be terminated prior to such revocation by the beneficiary's delivering written notice of such termination to the Secretary or Assistant Secretary of the Association. Nothing herein contained shall be construed to relieve owners of, or to impose upon the beneficiary of the Deed of Trust, the duties and obligation of an owner.

10.08. Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws be in conflict with the provisions of the Act or any other Texas law, such Act or law shall control, and should any part of these Bylaws be

invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

10.09. Notices. All notices to members of the Association shall be given by delivering the same to each owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each owner at the address last given by each owner to the Secretary of the Association. If an owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the lot of such owner. All owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the owners.

10.10. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.