



City of La Porte Planning and Zoning Commission Agenda

Notice is hereby given of a **Regular Meeting** of the La Porte Planning and Zoning Commission to be held on **Thursday, July 17, 2014, at 6:00 p.m.** at City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, regarding the items of business according to the agenda listed below:

1. Call to order.
2. Roll call of members.
3. Consider approval of meeting minutes: June 19, 2014.
4. Consider approval of a Preliminary Plat for the Bayside Crossing subdivision; a single family residential development consisting of 73 lots on 17.2135 acres located north and west of the intersection of Spencer Highway and Sens Road (Applicant: Beazer Homes).
5. Consider approval of a Final Plat for the Bayside Crossing subdivision; a single family residential development consisting of 73 lots on 17.2135 acres located north and west of the intersection of Spencer Highway and Sens Road (Applicant: Beazer Homes).
6. Discussion on security and surveillance system requirements for hotel/motel uses.
7. Update on progress of Chapter 106 Zoning Ordinance Review.
8. Administrative reports.
9. Commission comments on matter appearing on the agenda or inquiry of staff regarding specific factual information or existing policy.
10. Adjourn.

A quorum of City Council members may be present and participate in discussions during this meeting. However, no action will be taken by the Council.

In compliance with the Americans with Disabilities Act, The City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact Patrice Fogarty, City Secretary, at 281-470-5019.

CERTIFICATION

I certify that a copy of the Thursday, June 19, 2014 agenda of items to be considered by the Planning and Zoning Commission was posted on the City Hall bulletin board on the 11 day of July, 2014.

Title: _____

**Planning and Zoning Commission
Minutes of June 19, 2014**

Commissioners Present: Richard Warren, Helen LaCour, Mark Follis, Wyatt Smith, and Hal Lawler

Commissioners Absent: Phillip Hoot, Doretta Finch, Lou Ann Martin, and Les Bird

City Staff Present: Assistant City Manager Traci Leach, Planning Director Tim Tietjens, City Planner Eric Ensey, GIS Manager Brian Sterling, City Attorney Knox Askins, and Planning Coordinator Peggy Lee

1. Call to order.

Meeting called to order by Chairman Hal Lawler at 6:00 p.m.

2. Roll Call of Members.

Commissioners Warren, LaCour, Follis, Smith, and Lawler were present for roll call.

3. Consider approval of meeting minutes: May 15, 2014.

Motion by Commissioner Warren to approve the May 15, 2014, meeting minutes.

Second by Commissioner LaCour. Motion carried.

Ayes: Commissioners Warren, LaCour, Follis, Smith, and Lawler

Nays:

4. Consider a recommendation for approval to the City Council of a request by the applicant Jose Angel Sandoval Jr. (on behalf of the property owner Eddie V. Gray, Trustee) to rezone the property known as Reserve 1 of the Fairmont Park East Business Park Reserves 1, 3, 4, 5, and 6 subdivision plat from GC, General Commercial, to R-1, Low Density Residential.

Chairman Lawler opened the public hearing at 6:04 p.m.

City Planner Eric Ensey presented Staff's Report for a request by Jose Sandoval to rezone a .809 acre site along Farrington Boulevard to the east and north of Fairmont Parkway from General Commercial to Low Density Residential for the purpose of constructing a single family residence at some point in the future. The City did not receive any responses from the public notification mailout.

Angel Sandoval, the applicant, requested favorable consideration of the rezone. Mr. Sandoval does not plan to build a home on the property for another 2-3 years.

Chairman Lawler closed the public hearing at 6:19 p.m.

Motion by Commissioner Follis to recommend approval to the City Council for rezoning Reserve 1 of the Fairmont Park Business Park Reserves 1, 3, 4, 5, and 6 subdivision plat from General Commercial (GC) to Low Density Residential (R-1), subject to the condition that the applicant be

required to replat the subject property to remove the current commercial restriction from the Fairmont Park East Business Park subdivision plat, within six months from the date of Council approval.

Second by Commissioner Warren. Motion carried.

Ayes: Commissioners Warren, LaCour, Follis, Smith, and Lawler

Nays:

5. Discussion or other action regarding current and potential provisions related to hotels/motels.

City Planner Eric Ensey recapped the Commission's recommendation from the May 15, 2014, meeting on amendments to the City's regulations concerning hotel/motel development, generally described as follows:

Amend the Code of Ordinances, Section 106-441, Table A, Footnote 4, from "adjacent to" to "within 250 feet" and require a special conditional use permit for any hotel/motel development within 250 feet of any residential development. This would also apply to hotels/motels that may develop within the industrial zones, since uses in the GC zoning district are also allowed in the industrial zones.

The Commission agreed the changes should be incorporated with the overall amendments to Chapter 106 of the Code of Ordinances.

Additionally, the Commission requested there be a requirement for hotel/motel developments to install security cameras at building ingress/egress locations. Staff will develop verbiage to that effect for further review by the Commission.

6. Update on progress of Chapter 106 Zoning Ordinance Review.

City Planner Eric Ensey provided the Commission with a draft set of design guidelines for neighborhood commercial, general commercial and business industrial zones. The subcommittee is working to incorporate these guidelines into Chapter 106.

Subcommittee members discussed their progress and are planning to present the Chapter 106 updates to the Commission at the July or August meeting.

7. Administrative Reports

Planning Director Tim Tietjens welcomed Commissioner Wyatt Smith to the group. Mr. Tietjens spoke of the upcoming American Planning Association Conference being an excellent educational opportunity for new members.

8. Commission Comments on matters appearing on the agenda or inquiry of staff regarding specific factual information or existing policy.

Commissioners welcomed Mr. Smith to the Commission. Mr. Smith thanked staff for their assistance in preparing him for the meeting.

9. Adjourn

Motion by Commissioner Warren to adjourn. Second by Commissioner LaCour. Motion carried.

Ayes: Commissioners Warren, LaCour, Follis, Smith, and Lawler

Nays:

Chairman Lawler adjourned the meeting at 6:50 p.m.

Respectfully submitted,

Peggy Lee
Secretary, Planning and Zoning Commission

Passed and Approved on _____, 2014.

Hal Lawler
Chairman, Planning and Zoning Commission

**City of La Porte, Texas
Planning and Zoning Commission**



July 17, 2014

AGENDA ITEM 4

Consider approval of a Preliminary Plat for the Bayside Crossing subdivision; a single family residential development consisting of 73 lots on 17.2135 acres located north and west of the intersection of Spencer Highway and Sens Road (Applicant: Beazer Homes).

*Eric J. Ensey, City Planner
Planning and Development Department
City of La Porte, Texas*

Planning and Development Department Staff Report

ISSUE

Should the Planning and Zoning Commission approve the Preliminary Plat for Bayside Crossing?

RECOMMENDATION

Staff recommends the Planning and Zoning Commission approve the Bayside Crossing Preliminary Plat.

DISCUSSION

Applicant's Request:

The applicant, Beazer Homes, is requesting approval of a Preliminary Plat for the Bayside Crossing subdivision. The attached Exhibit A is the proposed preliminary plat. The 17.2135-acre site will consist of 73 low density single family residential lots ranging in size from 6,000 square feet to 12,445 square feet. Additionally, the applicant is proposing four (4) reserve/restricted lots. Two (2) of which are landscaped entry and drainage tracts and another one is a portion of a detention pond all three are to be maintained by the homeowners association and the other is a public pocket park to be dedicated to the City.

Background Information:

This request was presented to the Planning and Zoning Commission at the May 15, 2014 regular meeting. The Commission voted unanimously to disapprove the preliminary plat without prejudice subject to the applicant resolving a minor issue concerning proposed fill on the adjacent large lot residential properties to the north of the subdivision. The attached Exhibit B is a copy of the staff report presented to the Commission at the May 15, 2014 meeting for reference purposes.

The grading plan indicates a significant grade difference between the proposed subdivision and the large lot residential properties adjacent to the north. The applicant has completed negotiations with the adjacent property owners on a fill and drainage easement and recorded those easements with Harris County. The attached Exhibit C includes copies of the recorded easement. As a result, staff is recommending that the Commission approve the proposed preliminary plat application.

Additionally, the Commission discussed potential traffic impacts of the proposed subdivision. In response to the discussion, staff has included the traffic impact analysis prepared by the applicant as part of this report as Exhibit D. Based on the analysis provided in the report, the proposed development will have no adverse impacts upon the local street network during the weekday morning and evening peak hours.

ATTACHMENTS

- Exhibit A: Bayside Crossing Preliminary Plat
- Exhibit B: May 15, 2014 Staff Report
- Exhibit C: Recorded Fill Easements
- Exhibit D: Traffic Impact Analysis

GENERAL NOTES

- SIDEWALKS SHALL BE PLACED WITHIN THE R.O.W. AT THE TIME OF HOUSE CONSTRUCTION IN ACCORDANCE WITH CITY OF LA PORTE ORDINANCES AND SPECIFICATIONS.
- THIS PROPERTY LIES WHOLLY WITHIN THE LA PORTE INDEPENDENT SCHOOL DISTRICT.
- ALL DRAINAGE EASEMENTS SHALL BE FOR DRAINAGE ONLY AND UNOBSTRUCTED.
- ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF LA PORTE, TEXAS.
- THE HOA WILL MAINTAIN ALL RESTRICTED RESERVES BESIDES RESERVE C, WHICH WILL BE MAINTAINED BY THE CITY. RESERVE C IS HEREBY DEDICATED TO THE CITY OF LA PORTE FOR PUBLIC PARK USE.
- SIDEWALKS WILL BE REQUIRED IN ACCORDANCE WITH CITY STANDARDS AT THE TIME OF DEVELOPMENT. THE DEVELOPER SHALL PLACE SIDEWALKS ACROSS ALL RESTRICTED RESERVES PRIOR TO RECORDATION OF THE PLAT. ON THOSE BUILDABLE LOTS SIDEWALKS WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT FOR EACH INDIVIDUAL LOT AND MUST BE INSTALLED BEFORE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE HORIZONTAL DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 0.9998830434 TO OBTAIN GRID DISTANCES.
- ABSTRACT INFORMATION FOR THE SUBJECT TRACT SHOWN HEREIN IS BASED ON COMMITMENT FOR TITLE INSURANCE G.F. NO. 1033004548 PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ISSUED ON JULY 8, 2013. SURVEYOR DID NOT RESEARCH SUBJECT PROPERTY TITLE INFORMATION.

REFERENCE BENCHMARK

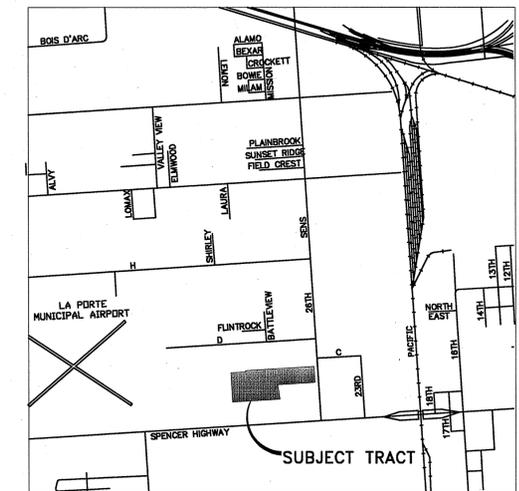
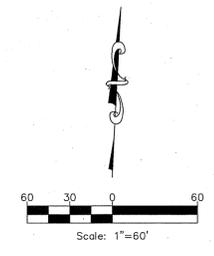
FLOODPLAIN REFERENCE MARK NUMBER 010305 IS A BRASS DISC STAMPED "RM 010305" LOCATED ±600 FEET NORTH OF THE INTERSECTION OF SPENCER HIGHWAY ON SENS ROAD, IN MEDIAN LOCATED AT THE WEST ENTRANCE OF DU PONT LA PORTE CREDIT UNION, IN KEY MAP NO. 539-2, IN THE CLEAR CREEK WATERSHED.
ELEVATION = 23.12 (FEET) NAVD 1988, 2001 ADJUSTMENT

FLOODPLAIN INFORMATION

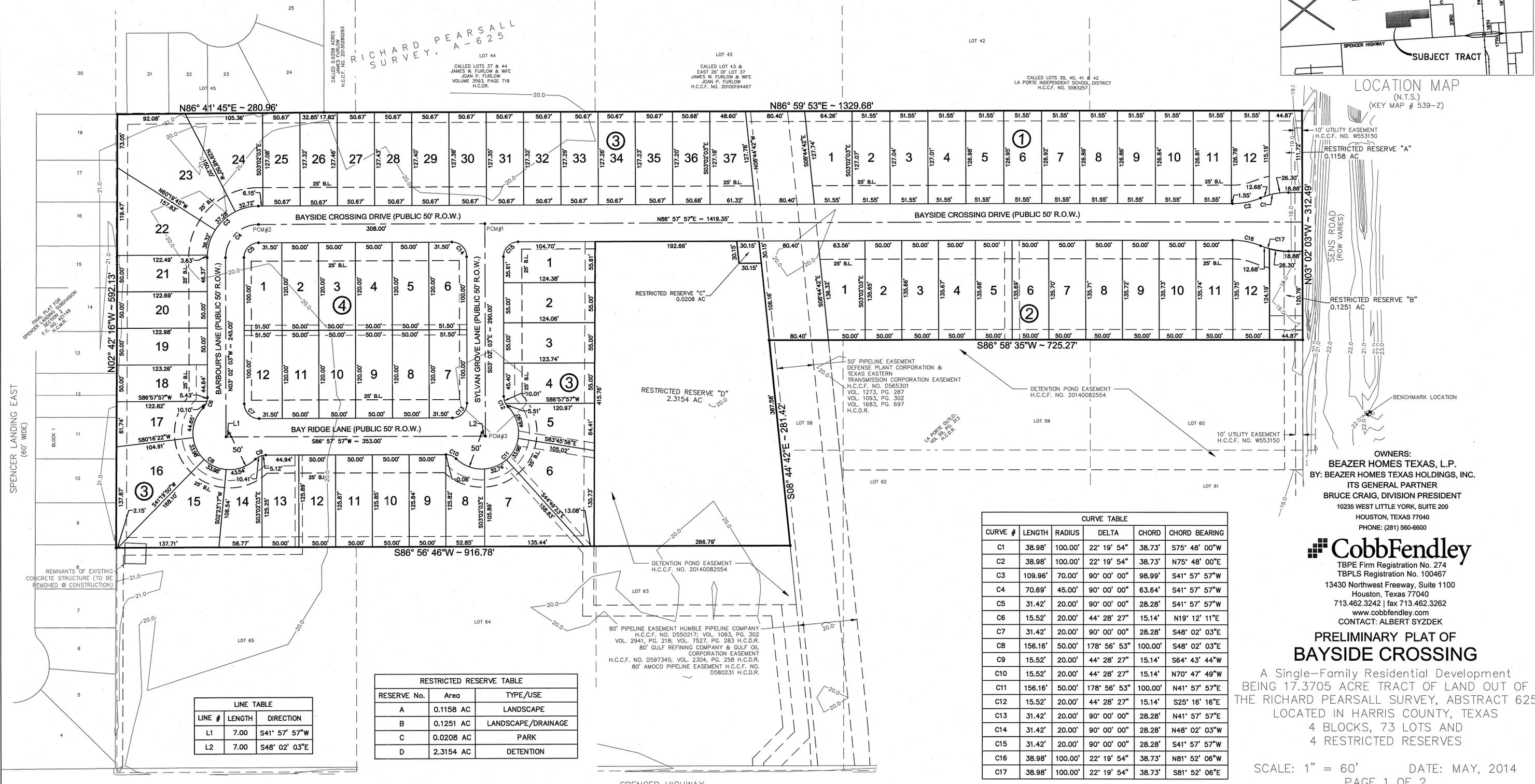
THE PROPERTY SHOWN HEREON (EITHER IN TOTAL OR A PORTION) IS LOCATED IN THE FOLLOWING ZONE(S) BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP No(s), 48201C0945 L, LAST REVISED JUNE 18, 2007:
UNSHADED ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
ELEVATIONS WERE NOT OBTAINED ON THE SUBJECT TRACT TO DETERMINE THE FLOOD ZONES.
DETERMINATION OF THE FLOOD ZONE IS BASED ON THE GRAPHICAL DELINEATION OF THE ZONES AS DEPICTED ON THE FLOOD PLAIN MAPS.
IF THIS PROPERTY IS NOT WITHIN AN IDENTIFIED FLOOD HAZARD AREA, THIS INFORMATION DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOODPLAIN INFORMATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR ENGINEER.

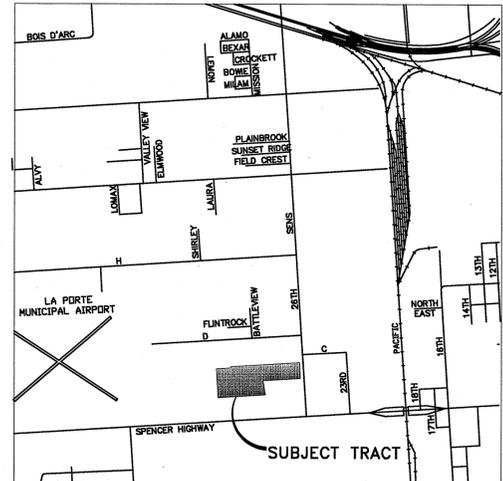
LEGEND

- = BOUNDARY CORNER
- = EASEMENT CORNER
- BL = BUILDING LINE
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- E.E. = ELECTRICAL EASEMENT
- S.S.E. = SANITARY SEWER EASEMENT
- W.L.E. = WATER LINE EASEMENT
- N.R. = NON-RADIAL
- W.S.E. = WATER & SANITARY EASEMENT
- U.V.E. = UNOBSTRUCTED VISIBILITY EASEMENT
- ⊕ = BENCH MARK
- ⊠ = SURVEY CONTROL MONUMENT
- = STREET NAME BREAK
- ③ = BLOCK NUMBER



LOCATION MAP (N.T.S.) (KEY MAP # 539-2)





LOCATION MAP (N.T.S.) (KEY MAP # 539-Z)

FLOODPLAIN INFORMATION

THE PROPERTY SHOWN HEREON (EITHER IN TOTAL OR A PORTION) IS LOCATED IN THE FOLLOWING ZONE(S) BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP No(s). 482010945 L. LAST REVISED JUNE 18, 2007:

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REFERENCE BENCHMARK

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OWNERS: BEAZER HOMES TEXAS, L.P. BY: BEAZER HOMES TEXAS HOLDINGS, INC. ITS GENERAL PARTNER BRUCE CRAIG, DIVISION PRESIDENT 10235 WEST LITTLE YORK, SUITE 200 HOUSTON, TEXAS 77040 PHONE: (281) 560-6600



TBPE Firm Registration No. 274 TBPLS Registration No. 100467 13430 Northwest Freeway, Suite 1100 Houston, Texas 77040 713.462.3242 | fax 713.462.3262 www.cobbfendley.com CONTACT: ALBERT SYZDEK

PRELIMINARY PLAT OF BAYSIDE CROSSING

A Single-Family Residential Development BEING 17.3705 ACRE TRACT OF LAND OUT OF THE RICHARD PEARSALL SURVEY, ABSTRACT 625 LOCATED IN HARRIS COUNTY, TEXAS 4 BLOCKS, 73 LOTS AND 4 RESTRICTED RESERVES

SCALE: 1" = 60' DATE: MAY, 2014 PAGE 2 OF 2

I, STAN STANART, CLERK OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE

ON _____, 2014, AT _____ O'CLOCK _____, AND IN VOLUME _____ OF,

PAGE NUMBER _____ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

BY: EX OFFICIO CLERK OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS ATTEST:

BY: DEPUTY

STATE OF TEXAS COUNTY OF HARRIS WE, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, BEAZER HOMES TEXAS HOLDINGS, INC., ACTING BY AND THROUGH BRUCE CRAIG, DIVISION PRESIDENT AND GREG COLEMAN, LD MANAGER-HOUSTON, BEING OFFICERS OF BEAZER HOMES TEXAS, L.P.; HEREIN REFERRED TO AS OWNERS WHETHER ONE OR MORE OF THE 17.2135 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF BAYSIDE CROSSING DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OURS HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENCES THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

IN TESTIMONY WHEREOF, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY BEAZER HOMES TEXAS HOLDINGS, INC., ITS GENERAL PARTNER, BY BRUCE CRAIG, ITS DIVISION PRESIDENT, ATTESTED HEREUNTO, BY ITS LD MANAGER-HOUSTON, GREG COLEMAN, AND ITS COMMON SEAL HEREUNTO AFFIXED BY THIS _____ DAY OF _____ 2014.

BEAZER HOMES TEXAS, L.P. A DELAWARE LIMITED PARTNERSHIP BY: BEAZER HOMES TEXAS HOLDINGS, INC. ITS GENERAL PARTNER

BY: BRUCE CRAIG, DIVISION PRESIDENT

ATTEST: GREG COLEMAN, LD MANAGER-HOUSTON

STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRUCE CRAIG, DIVISION PRESIDENT OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 2014.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREG COLEMAN, LD MANAGER-HOUSTON, OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 2014.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

I, ALBERT A. SYZDEK, JR., AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT; AND THAT ALL BEARINGS, DISTANCES, ANGLES, CURVE RADIISES, AND CENTRAL ANGLES ARE ACCURATELY SHOWN ON THE PLAT.

ALBERT A. SYZDEK, JR. LICENSED PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 102423

I, BLAINE FISHER, REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY PREFORMED UNDER MY SUPERVISION AND THAT ALL BOUNDARY CORNERS, SINGLE POINTS AND POINTS OF CURVE HAVE BEEN, OR WILL BE, MARKED WITH FIVE-EIGHTHS (5/8") IRON RODS NOT LESS THAN THIRTY (30) INCHES IN LENGTH AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS AS SPECIFIED IN THE CITY OF LA PORTE DEVELOPMENT ORDINANCE.

BLAINE FISHER REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 2500

CITY OF LA PORTE THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF BAYSIDE CROSSING IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND ORDINANCES OF THE CITY OF LA PORTE AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2014.

BY: TIM TIETJENS DIRECTOR, PLANNING DEPARTMENT

ATTEST:

BY: BOB ENG LA PORTE CITY ENGINEER

BY: HAL LAWLER CHAIRMAN, LA PORTE PLANNING AND ZONING COMMISSION

ATTEST:

BY: PEGGY LEE SECRETARY, LA PORTE PLANNING AND ZONING COMMISSION

Being all that certain 17.3705 acres (756,658 sq. ft.) of land situated in the Richard Pearsall Survey, A-625, Harris County, Texas, and being all of Lots 56 & 57 and portions of Lots 58, 59, 60, 63, 64 & 65 of the La Porte Outlots Subdivision as recorded under Volume (Vol.) 59, Page (Pg.) 313 of the Harris County Deed Records, and being out of a called 6.6322 acre tract conveyed to Lawrence B. Chapman, Trustee as recorded under Harris County Clerk's File (H.C.C.F.) No. H205928, and out of a called 25.8292 acre tract conveyed to Lawrence B. Chapman, Trustee as recorded under H.C.C.F. No. G933350 and a previously apportioned and occupied area of the north-south excess in the Block between North D Street and Main Street (Spencer Highway) said 17.3705 acre tract being more particularly described as follows:

(Bearings based on the Texas Coordinate System, South Central Zone, NAD83, 2011 Adjustment)

BEGINNING at a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for the northeast corner of the herein described tract, same being located in the south line of Lot 41 and the north line of Lot 60, as apportioned, of said La Porte Outlots, said point lying in the west right-of-way of Sens Road (width varies);

THENCE South 03°02'03" East, along said west right-of-way, a distance of 312.49 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for the most easterly southeast corner of the herein described tract;

THENCE South 86°58'35" West, over and across said 6.6322 acre tract, a distance of 725.27 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for an interior corner of the herein described tract and lying in the west line of a called 80 feet wide pipeline easement conveyed to Humble Pipeline Company as recorded under H.C.C.F. Nos. D550217 & D597345, Vol. 1093, Pg. 302, Vol. 2941, Pg. 218, Vol. 7527, Pg. 283, Vol. 2304, Pg. 258 of the H.C.D.R.;

THENCE South 08°44'42" East, along said west line of pipeline easement, a distance of 281.42 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for an angle point in the south line of the herein described tract;

THENCE South 86°56'46" West, a distance of 916.78 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for the southwest corner of the herein described tract, said point lying in the west line of the aforementioned 25.8292 acre tract, same being the east line of Block 1 of the Final Plat For Spencer Landing Subdivision Section 2 as recorded under Film Code (F.C.) No. 421149 of the Harris County Map Records (H.C.M.R.);

THENCE North 02°42'16" West, along the east line of said Block 1, a distance of 592.13 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for the northwest corner of said Lot 56, as apportioned, and a angle point in said east line of said Block 1;

THENCE North 86°41'45" East, along the north line of Lot 56 and the south line of Lot 41, as apportioned, of the aforementioned La Porte Outlots Subdivision, a distance of 280.96 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for an angle point in the north line of the herein described tract, and the southeast corner of Lot 24 of said Block 1, said point being the southwest corner of a called 0.9358 acre tract conveyed to James Furlow as recorded under H.C.C.F. No. 20130280293;

THENCE North 86°59'53" East, along the south line of Lots 44 & 43 as apportioned and conveyed to James W. Furlow & wife Joan P. Furlow, as recorded under H.C.C.F. Nos. L884630 & L884631 and Lots 42 and 41 as apportioned and conveyed to the La Porte Independent School District, as recorded under H.C.C.F. NO. 5583257, a distance of 1329.68 feet to the POINT OF BEGINNING and containing 17.3705 acres (756,658 sq. ft.) of land more or less.

Table with 2 columns: PARCEL, AREA. Rows 1-12 for BLOCK 1.

Table with 2 columns: PARCEL, AREA. Rows 1-12 for BLOCK 2.

Table with 2 columns: PARCEL, AREA. Rows 1-20 for BLOCK 3.

Table with 2 columns: PARCEL, AREA. Rows 1-37 for BLOCK 3.

Table with 2 columns: PARCEL, AREA. Rows 1-12 for BLOCK 4.

Staff Report

May 15, 2014

**Bayside Crossing Subdivision -- Preliminary Plat
North and West of Sens Road and Spencer Highway
Preliminary Plat Approval**

ISSUE

Should the Planning and Zoning Commission approve the Preliminary Plat for Bayside Crossing?

RECOMMENDATION

Staff recommends the Planning and Zoning Commission disapprove without prejudice the Bayside Crossing Preliminary Plat subject to the necessary corrections. Upon resolution of this issue, the preliminary plat will be deemed approved. Based on this recommended motion, the applicant will not have to return to the Commission for this item.

DISCUSSION

Applicant's Request:

The applicant, Beazer Homes, is requesting approval of a Preliminary Plat for the Bayside Crossing subdivision. The attached Exhibit B is the proposed preliminary plat. The 17.2135-acre site will consist of 73 low density single family residential lots ranging in size from 6,000 square feet to 12,445 square feet. Additionally, the applicant is proposing four (4) reserve/restricted lots. Two (2) of which are landscaped entry and drainage tracts and another one is a portion of a detention pond all three are to be maintained by the homeowners association and the other is a public pocket park to be dedicated to the City.

Background Information:

The subject site is 17.2135 acres and is situated north and west of the intersection of Sens Road and Spencer Highway. The subdivision will be accessed from Sens Road. The attached Exhibit A is an Aerial Vicinity Map showing the location of the proposed subdivision.

The site is currently zoned R-1 and is vacant. The following table summarizes the surrounding zoning and land uses:

	Zoning	Land Use
<i>North</i>	R-1, Low Density Residential LL, Large Lot Residential GC, General Commercial	Existing single family residential (Spencer Landing Subdivision) Existing large lot residential Vacant
<i>South</i>	GC, General Commercial	Vacant
<i>West</i>	R-1, Low Density Residential	Existing single family residential (Spencer Landing Subdivision)
<i>East</i>	GC, General Commercial	Existing credit union across Sens Road

The site is bisected by a 50-foot pipeline easement.

Discussion:

Residential requirements.

Section 106-333(a) includes the various zoning requirements for residential development (see the attached Exhibit C).

1. Single family detached development requires a minimum lot area of 6,000 square feet. The proposed Bayside Crossing Preliminary Plat fully complies with this lot area requirement.
2. The code requires a minimum 50 foot lot width. In this case a majority of the lots comply with this requirement. *Lot width* is defined in the code as “the minimum distance measured in a straight line between the side lot lines of a building lot along a straight line, which shall be on the side of the building.” There are no buildings constructed to calculate such measurement. However, assuming that all houses will be constructed behind the required front setback, staff measures the lot width at that point and finds that all lots comply with the minimum lot width requirement.
3. Yard setbacks are as follows: front-25 feet, sides-5 feet, rear-15 feet. Front setbacks have been called out on the preliminary plat document. All setbacks will be verified at the time building permits are issued for each house.
4. The maximum height allowed for a single family detached structure is 35 feet and will be verified with the issuance a of building permit for each house.
5. The minimum site area per unit for single family detached development is 9,100 square feet. The proposed Bayside Crossing subdivision is proposed at 10,271 square feet. The maximum dwelling units per acre is 4.8 while the proposed subdivision is at 4.2 D.U./acre, which is less dense than the code allows. The proposed subdivision is in compliance with these code requirements.
6. The maximum lot coverage is 40% and will be verified at the time building permits are issued for each house.

Staff finds that the proposed preliminary plat is in compliance with the residential requirements set forth in Section 106-33(a) of the City's Code of Ordinances.

Grading.

The grading plan indicates a significant grade difference between the proposed subdivision and the large lot residential properties adjacent to the north. The applicant has initiated discussion with the adjacent property owners on a fill and drainage easement. However, at the time this staff memorandum was prepared those easements were not signed by the property owners and recorded with Harris County. Before the preliminary plat can be deemed approved, these easements will need to be completed and recorded with the County and referenced on the final plat, which will be submitted at a later date.

In staff's review of the application, another item of concern associated with this grading difference was whether the proposed fill could result in drainage issues for those properties to the north by creating a dam-effect. The applicant has proposed to address this issue by providing a swale on those properties to the north that would drain into the existing culvert along Sens Road. The attached Exhibit D includes a Backfill Grading and Swale Exhibit that shows the proposed swale. This document is not part of the actual preliminary plat documents, but staff will ensure that it is included as part of the subdivision construction drawings. Staff is confident that the proposed swale will accommodate the necessary drainage flows and will not negatively impact those properties to the north of the proposed subdivision.

Detention.

The applicant has provided the required drainage for the subdivision. There are two ponds proposed as a result of the 50-foot pipeline easement that bisects the property. Both ponds are proposed to be dry-bed ponds, meaning they are not designed to hold water for extended periods of time. In fact, they are intended to collect water during rain events and allow the run-off exit at historic flows with the remainder at the bottom of the ponds to soak into the ground over time.

A portion of Pond A and all of Pond B are located on the adjacent property to the south. These ponds have been designed to accommodate the drainage requirements for the Bayside Crossing Subdivision as well as any future development on the property zoned GC to the south. The applicant will be responsible for constructing both detention ponds. Per the recorded maintenance easements, the maintenance of the ponds will be the future responsibility of the subdivision's homeowners association.

Park Land Dedication and Park Development Fees.

Section 12.01-12.02 of the City's Land Development Ordinance (see the attached Exhibit E) requires one acre of park land be dedicated for every 93 proposed dwelling units. In this case, the applicant is proposing to dedicate approximately .02 acres of land to the City for a pocket park. The ordinance also allows for a cash payment in lieu of that dedication. The ordinance requires payment of \$490 per dwelling unit to satisfy the cash payment in lieu of land dedication. This payment is due at the time of building permit for each individual dwelling unit.

In this case because the applicant is proposing donation of the land for the pocket park, the applicant will receive credit for the land donation. Staff will work with the applicant to determine the value of the land dedicated for the park, as this value will be reduced from the cash payment in lieu of land dedication for each lot due at the time of building permit.

In addition to the cash payment in lieu of land dedication, the applicant is responsible for payment of a park development fee at the time of building permit. Section 12.02 of the Land Development Ordinance requires payment of a \$318 fee per dwelling unit. As a result, at the time of building permit issuance for each lot the applicant will be responsible for payment of $\$482 + \$318 = \$800$ to cover the cash payment in lieu of land dedication and park development fee.

ATTACHMENTS

- Exhibit A: Aerial Vicinity Map
- Exhibit B: Bayside Crossing Preliminary Plat
- Exhibit C: Section 106-333(a) of the City's Code of Ordinances
- Exhibit D: Backfill Grading and Swale Exhibit
- Exhibit E: Section 12.01-12.02 of the City's Land Development Ordinance

Affidavit on Easement Agreement

Date: July 3, 2014

Affiant: PAUL GROHMAN

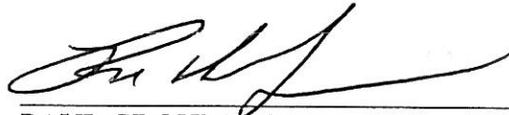
Easement: Fill, grading and drainage easement, Bayside Crossing Subdivision

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. My name is Paul Grohman and I am President of Gromax Development. I am of sound mind, capable of making this Affidavit, and have personal knowledge of the facts stated herein, and such facts are all true and correct.

2. Attached hereto is true and correct copy of fill, grading and drainage easement dated April 7, 2014, from La Porte Independent School District, as Owner, to Gromax Development, relating to Bayside Crossing Subdivision.

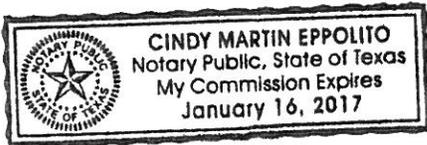
3. Grantee's address is 4201 W. Broadway, Pearland, Texas 77581.

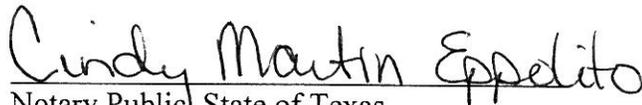


PAUL GROHMAN

IOR
NO
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SUBSCRIBED AND SWORN TO before me on July 8th, 2014, by Paul Grohman.



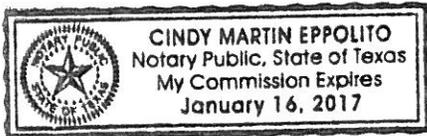


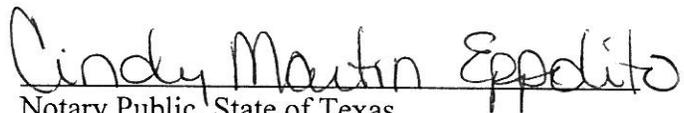
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 8 day of July, 2014 by Paul Grohman, President of Gromax Development, on behalf of said entity.





Notary Public, State of Texas

After Recording Return To:
Paul Grohman
4201 Broadway
Pearland TX 77581

✓

April 7, 2014

Mike Clausen
La Porte Independent School District

RE: Proposed fill and drainage easement
Bayside Crossing Subdivision

Mr. Clausen:

The purpose of this letter is to request approval for minor fill, grading, and drainage activities on your property along our common property line to facilitate proper grading and drainage for the Bayside Crossing subdivision and your property.

Enclosed is an exhibit which shows a cross-section of the fill placement plan and an overhead view of the easement that would be located along the south line of your property. The width of the fill on your property would not vary between six and 15 feet and would be graded to encourage drainage away from your property. If/when your property is developed, it will need to be filled as our property is currently being filled, so your developer will be able to fill your property to match the elevation we are creating at the property line. We have found that a fill agreement such as this is mutually beneficial for both property owners.

If this meets your approval, please sign and return one copy to me. Please contact me if you have any questions.

Sincerely,



Paul Grohman
President

CC: Greg Coleman, Beazer Homes

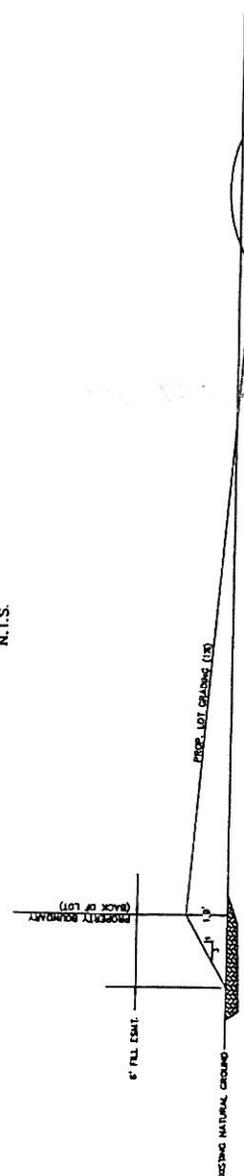
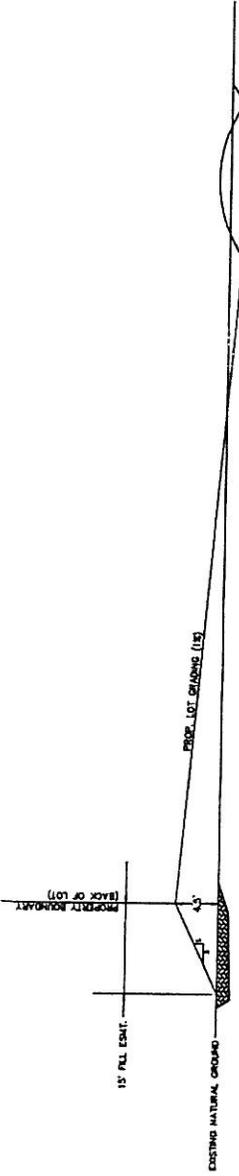
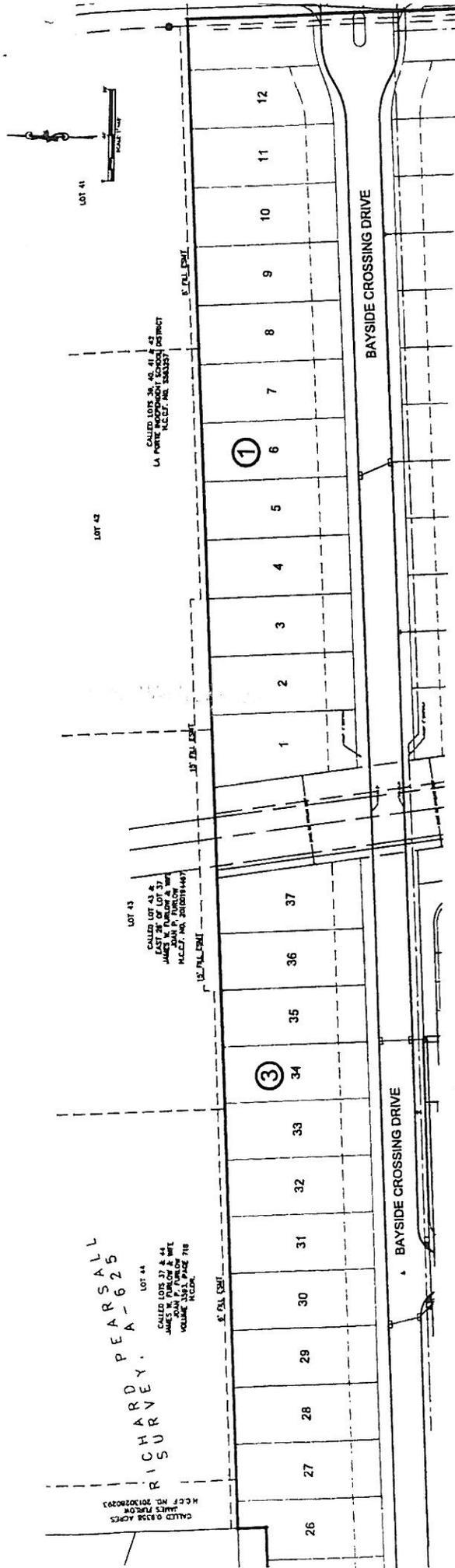
ACCEPTED:

BY:

NAME: Mike Clausen

TITLE: Asst. Supt

DATE: 5-7-14



BAYSIDE CROSSING
BACK LOT CROSS SECTIONS

CobbFendley
13400 Peachtree Dunwoody Road, Suite 100
Atlanta, Georgia 30328
770.433.8800
www.cobb-fendley.com

DRAWN BY: TDP
DATE: APRIL 2014

FILED

2014 JUL -8 PM 4:07

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JUL - 8 2014



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Affidavit on Easement Agreement

Date: July 3, 2014

Affiant: PAUL GROHMAN

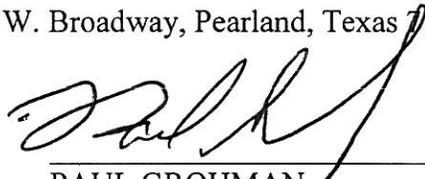
Easement: Fill, grading and drainage easement, Bayside Crossing Subdivision

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. My name is Paul Grohman and I am President of Gromax Development. I am of sound mind, capable of making this Affidavit, and have personal knowledge of the facts stated herein, and such facts are all true and correct.

2. Attached hereto is true and correct copy of fill, grading and drainage easement dated June 5, 2014, from James W Furlow and Joan P. Furlow, as Owner, to Gromax Development, relating to Bayside Crossing Subdivision.

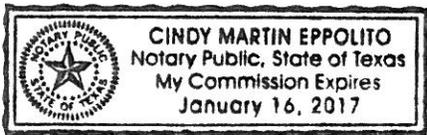
3. Grantee's address is 4201 W. Broadway, Pearland, Texas 77581.

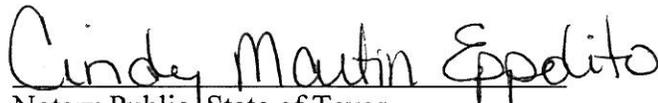


PAUL GROHMAN

10K
170
ell

SUBSCRIBED AND SWORN TO before me on July 8th, 2014, by Paul Grohman.



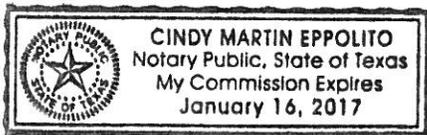


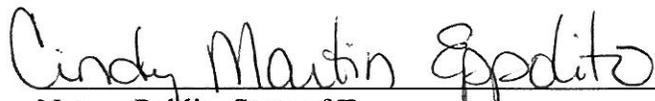
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 8 day of July, 2014 by Paul Grohman, President of Gromax Development, on behalf of said entity.





Notary Public, State of Texas

After Recording Return to:

Paul Grohman
4201 Broadway
Pearland TX 77581

Development

June 5, 2014

James W. Furlow &
Joan P. Furlow

RE: Proposed fill and drainage easement
Bayside Crossing Subdivision

Mr. & Mrs. Furlow:

The purpose of this letter is to request approval for minor fill, grading, and drainage activities on your property along our common property line to facilitate proper grading and drainage for the Bayside Crossing subdivision and your property.

Enclosed is an exhibit which shows a cross-section of the fill placement plan and an overhead view of the easement that would be located along the south line of your property. The width of the fill on your property would not vary between six and 15 feet and would be graded to encourage drainage away from your property. If/when your property is developed, it will need to be filled as our property is currently being filled, so your developer will be able to fill your property to match the elevation we are creating at the property line. We have found that a fill agreement such as this is mutually beneficial for both property owners.

In exchange for your concurrence, prior to construction, we will install a temporary four-strand barbed wire fence approximately 20' north of your south property line and the PISD property south property line. Upon completion of construction we will relocate the barbed wire fence within approximately one-foot of your south property line and the south property line of the PISD tract. We will construct a standard six-foot wood fence along the property line in sections as each home site is completed.

If this meets your approval, please sign and return one copy to me. Please contact me if you have any questions.

Sincerely,

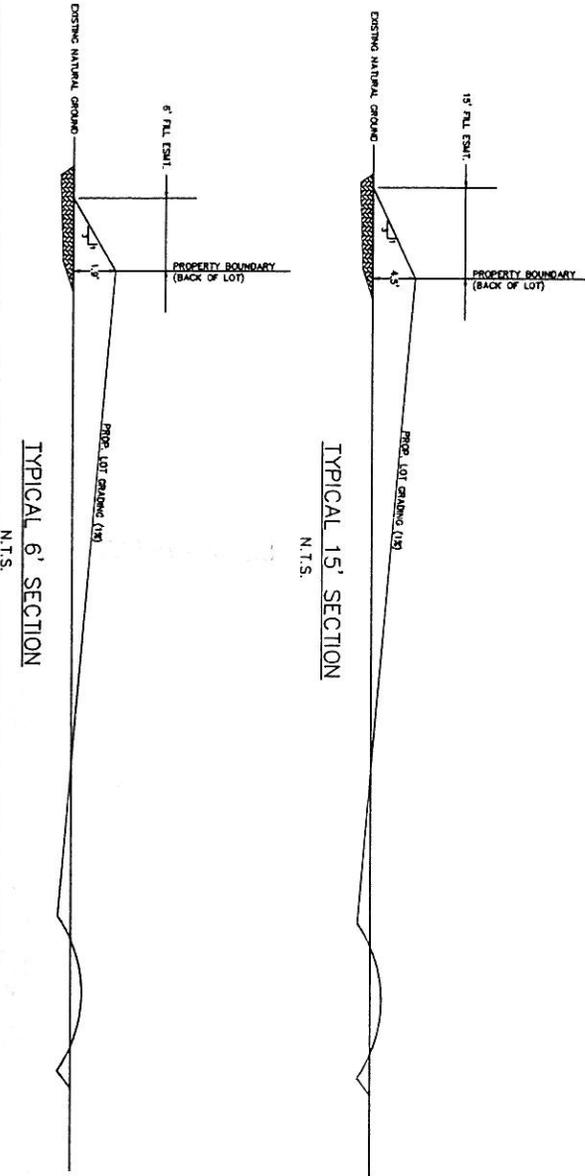
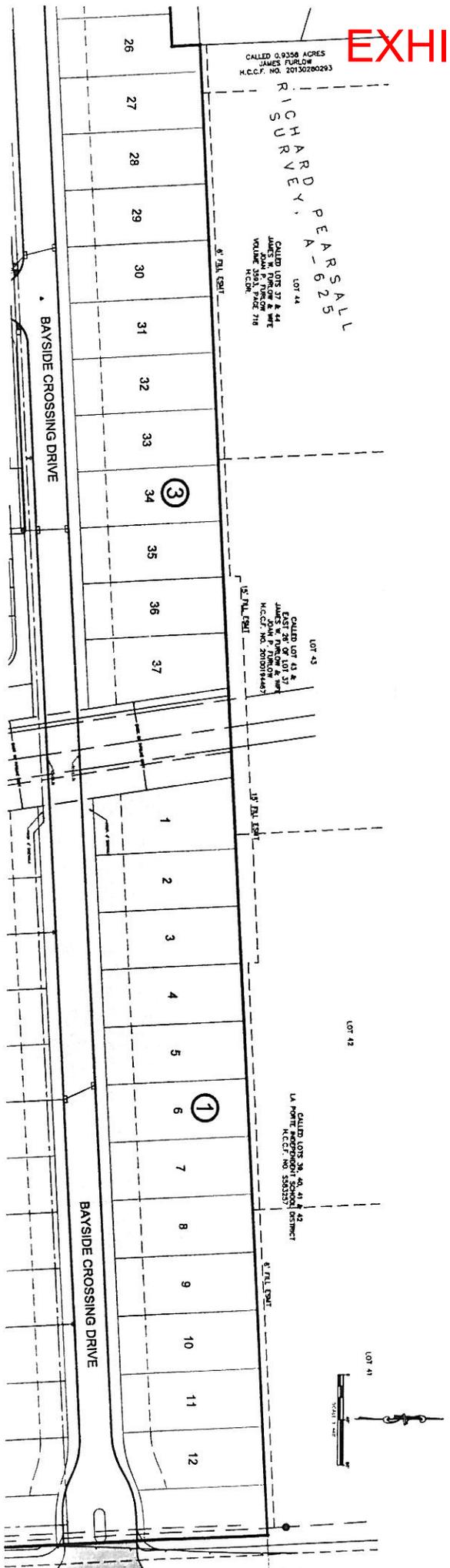
Paul Grohman
President

CC: Greg Coleman, Beazer Homes

ACCEPTED:

BY: *James W. Furlow*
NAME: *James W. Furlow*
TITLE: *Owner*
DATE: *6-23-14*

4201 W. Broadway, Pearland, Texas 77581
281-412-9210 * Fax: 281-412-9060
Development@gromaxtexas.com



CobbFendley
 13200 Woodloch Forestway, Suite 1100
 Atlanta, Georgia 30328
 770.452.2002 Fax: 770.452.2007
 www.cobbhendley.com

DRAWN BY: TTB
 SCALE: 1/4"=1'-0"
 DATE: APRIL 2014

BAYSIDE CROSSING
 BACK LOT CROSS SECTIONS

FILED

2014 JUL -8 PM 4:07

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JUL - 8 2014

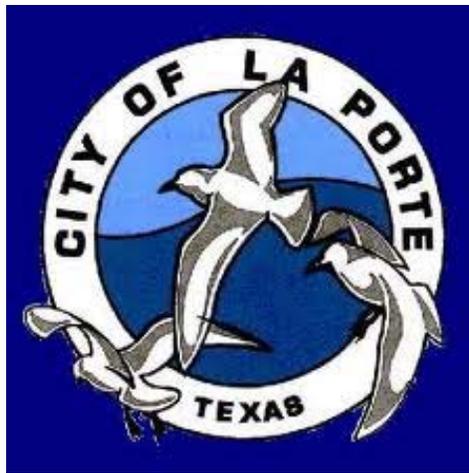


Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Bayside Crossing Development

Traffic Impact Analysis

Prepared For:



Prepared By:



Cobb, Fendley & Associates
TBPE Registered Firm No. 274



A handwritten signature in blue ink, appearing to read "A. Tassin", written over the professional seal.

March 2014

March 13, 2014

Executive Summary

The purpose of this report is to summarize the traffic impacts of the proposed Bayside Crossing development upon the local street network. The study included collecting existing turning movement counts (TMC) during the AM and PM Peak Periods at four existing area intersections. The existing traffic volumes were projected forward to build year 2016. A trip generation analysis was performed to estimate the anticipated number of trips resulting from the construction of the development. The generated traffic was distributed onto the transportation network based on existing area travel patterns and then added to the projected build year volumes to provide an estimate of future traffic demand surrounding the proposed development. The study area was modeled in Synchro 8.0, which is based on the 2010 edition of the *Highway Capacity Manual* (HCM). The model was calibrated to ensure that the existing condition model results matched existing field conditions. Intersection Level of Service (LOS) analyses were performed to identify operational deficiencies and evaluate potential mitigation measures.

The results of the LOS analyses indicate that the development will have no adverse impacts upon the local street network during the weekday morning and evening peak hours. Therefore, no delay mitigation measures are recommended.

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1. Introduction

Cobb, Fendley & Associates has been asked to perform a traffic impact analysis for the Bayside Crossing development, located in La Porte, Texas. The project vicinity is shown below in **Figure 1**.



Figure 1. Project Vicinity Map

The purpose of this report is to summarize the traffic impacts of the proposed development upon the local street network. The study included collecting existing turning movement counts (TMC) during the AM Peak period from 6:00 to 9:00 AM and the PM Peak Period from 4:00 to 7:00 PM for the intersection of Spencer Highway at Sens Road.

The existing traffic volumes were projected forward to build year 2016. A trip generation analysis was performed to estimate the anticipated number of trips resulting from the construction of the development. The generated traffic was distributed onto the transportation network based on existing area travel patterns and then added to the projected build year volumes to provide an estimate of future traffic demand surrounding the proposed development. The study area was modeled in Synchro 8.0, which is based on the 2010 edition of the *Highway Capacity Manual* (HCM). The model was calibrated to ensure that the existing condition model results matched existing field conditions. Intersection Level of Service (LOS) analyses were performed to identify operational deficiencies and evaluate potential mitigation measures.

2. Project Site Description

The proposed development is located west of Sens Road between Spencer Highway and ND Street in La Porte, Texas. The development will include 74 individual dwelling units with full build out currently scheduled for 2016. The development will be accessible from one location, Bayside Crossing Drive. The site plan can be seen in **Figure 2**.

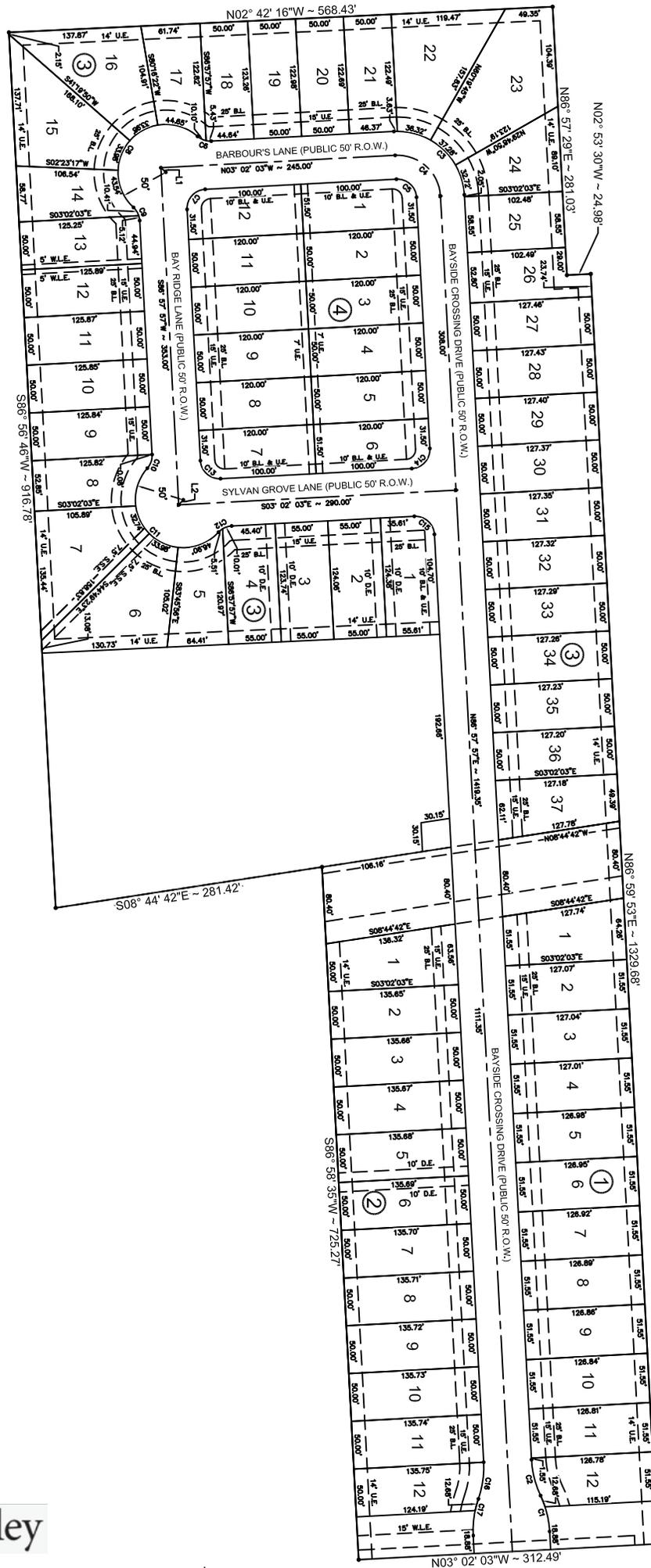


Figure 2. Bayside Crossing Site Plan Page 5

Spencer Highway is an east-west six lane roadway separated by a two-way left-turn lane providing access to 146 Texas Highway. Within the vicinity of the proposed development, the posted speed limit is 45 mph. Sens Road is a north-south four lane divided roadway with a posted speed limit of 40 mph north of Spencer Highway and 45 mph south of Spencer Highway. The geometry of the Spencer Highway at Sens Road intersection can be seen in **Figure 3**. The intersection is signalized with marked crosswalks and pedestrian signals which enable pedestrian crossing at all approaches.



**Figure 3. Spencer Highway at Sens Road
Intersection Geometry and Pedestrian Crossings**

3. Existing Conditions

Existing weekday turning movement counts (TMC) for the study intersection were obtained on Wednesday, February 19, 2014, from 6:00 to 9:00 a.m. and from 4:00 to 7:00 p.m. Morning and evening peak TMC's are detailed in **Figures 4 and 5**. The detailed TMC data is located in **Appendix A**.

4. Background Traffic Projection

In order to estimate the anticipated traffic impacts of a proposed development, traffic conditions in the build year without the development (background traffic) must be compared to traffic conditions with the development (proposed traffic). In order to estimate background traffic, existing traffic volumes are projected to anticipated project build-year conditions through the application of an annual growth rate.

It is anticipated that full built-out of the development will be in 2016. The annual growth rate used was 2.5 percent to account for amount of developable land surrounding the proposed development. The 2020 background traffic conditions for the morning and evening peak periods are detailed in **Figures 6 and 7**, respectively.

5. Trip Generation Analyses

Trip generation analyses are performed in order to estimate the total vehicle movements entering and exiting a site during a designated time period. This analyses was performed using the TripGen Software by Trafficware which is based on the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 9th Edition*.

The Bayside Crossing development is composed of 74 individual dwelling units. No trip generation reductions were applied to account for pass-by trips, which account for trip ends by drivers that were already on the existing adjacent roadway without the development, and therefore do not add traffic to the adjacent roadways. Since the site is a single land use, there were no internal trips reductions applied, which account for trips between land uses within a development. **Table 1** below shows the estimated trip generation volumes during the AM and PM peak hours for the Bayside Crossing development. The detailed trip generation report may be seen in **Appendix B**.

Land Use	ITE Code	Size	AM		PM	
			Entering	Exiting	Entering	Exiting
Single Family Detached Housing - Section 1	210	74 Dwelling Units	14	42	47	27
<i>Total Driveway Volume:</i>			14	42	47	27
<i>Total Peak Hour Pass By Trips:</i>			0	0	0	0
<i>Total Peak Hour Volume Added to Adjacent Streets:</i>			14	42	47	27

Table 1. Trip Generation



FIGURE 4
AM Peak Hour
2014 Existing

Total Network Vol: 2192

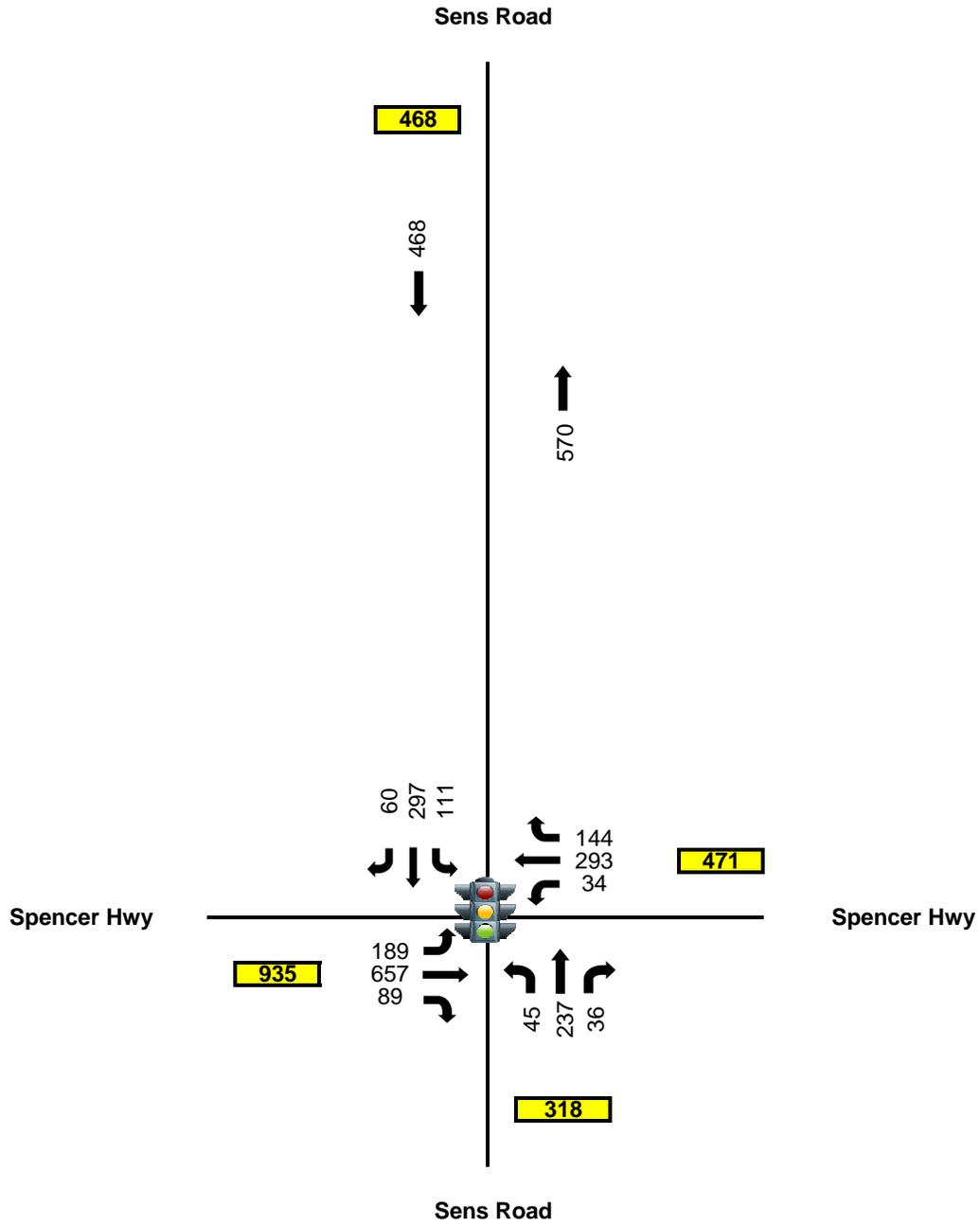




FIGURE 5
PM Peak Hour
2014 Existing

Total Network Vol: 2883

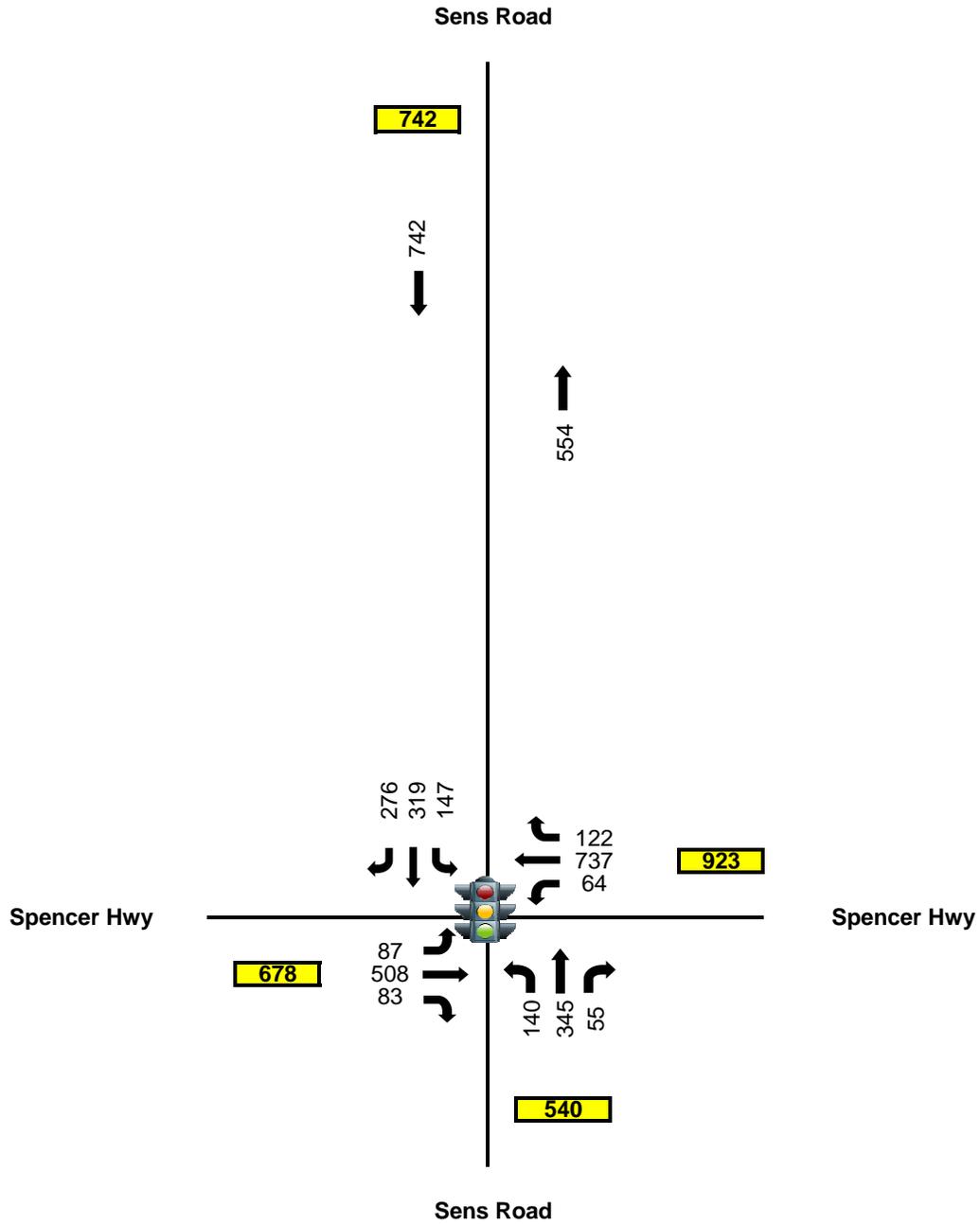
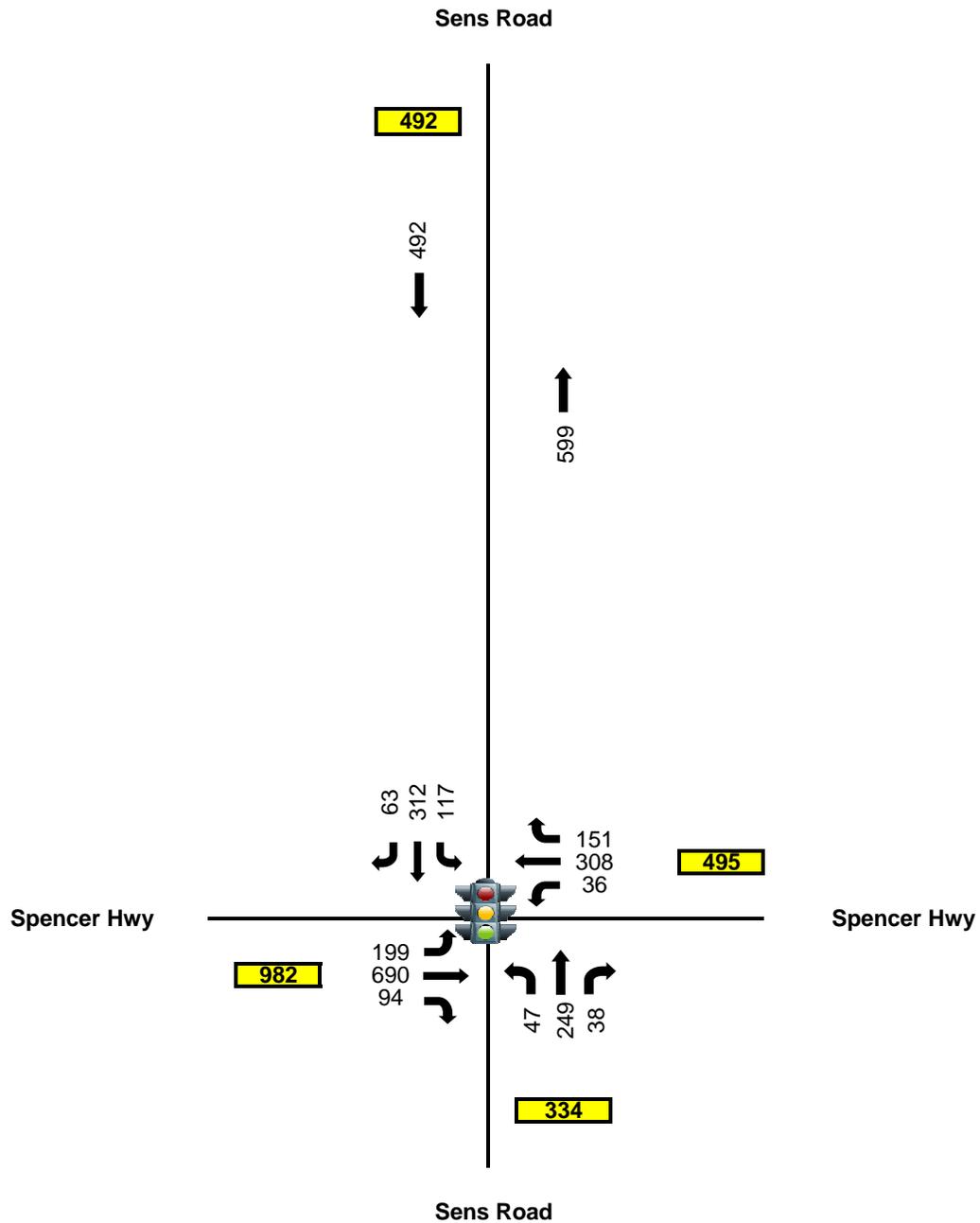




FIGURE 6
AM Peak Hour
2016 Background

Total Network Vol: 2303



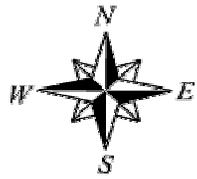
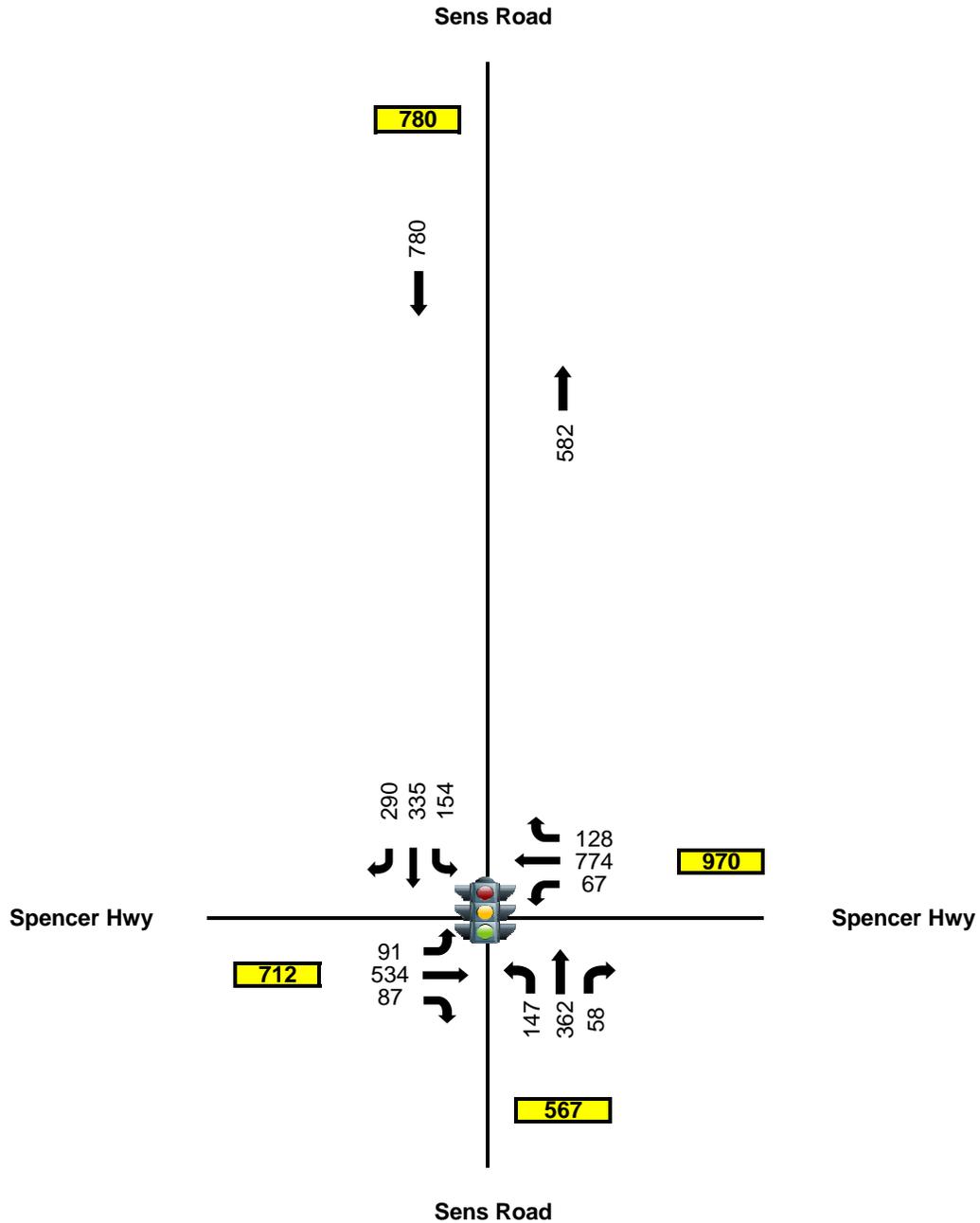


FIGURE 7
PM Peak Hour
2016 Background

Total Network Vol: 3029



6. Trip Distribution Analyses

Trip distribution analyses are performed in order to assign the vehicle movements generated by a proposed development onto the local street network. Trips entering and exiting the proposed Bayside Crossing development were assumed to start or end at one of the following locations:

- Spencer Highway, east of Sens Road
- Spencer Highway, west of Sens Road
- Sens Road, south of Spencer Highway
- Sens Road, north of Spencer Highway

Trips into and out of the study area were assigned to these origins/destinations and the site access point, Bayside Crossing Drive, based on existing area traffic patterns. The distribution of the generated traffic for the AM and PM peak hours are shown in **Figures 8 and 9**, respectively.

The generated traffic was added to the year 2016 background traffic to estimate the proposed peak hour traffic volumes. The proposed AM and PM traffic volumes are shown in **Figures 10 and 11**, respectively.

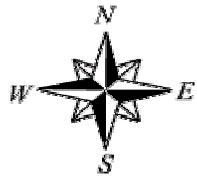


FIGURE 8
AM Peak Hour
Generated Trips

Total Network Vol: 2303

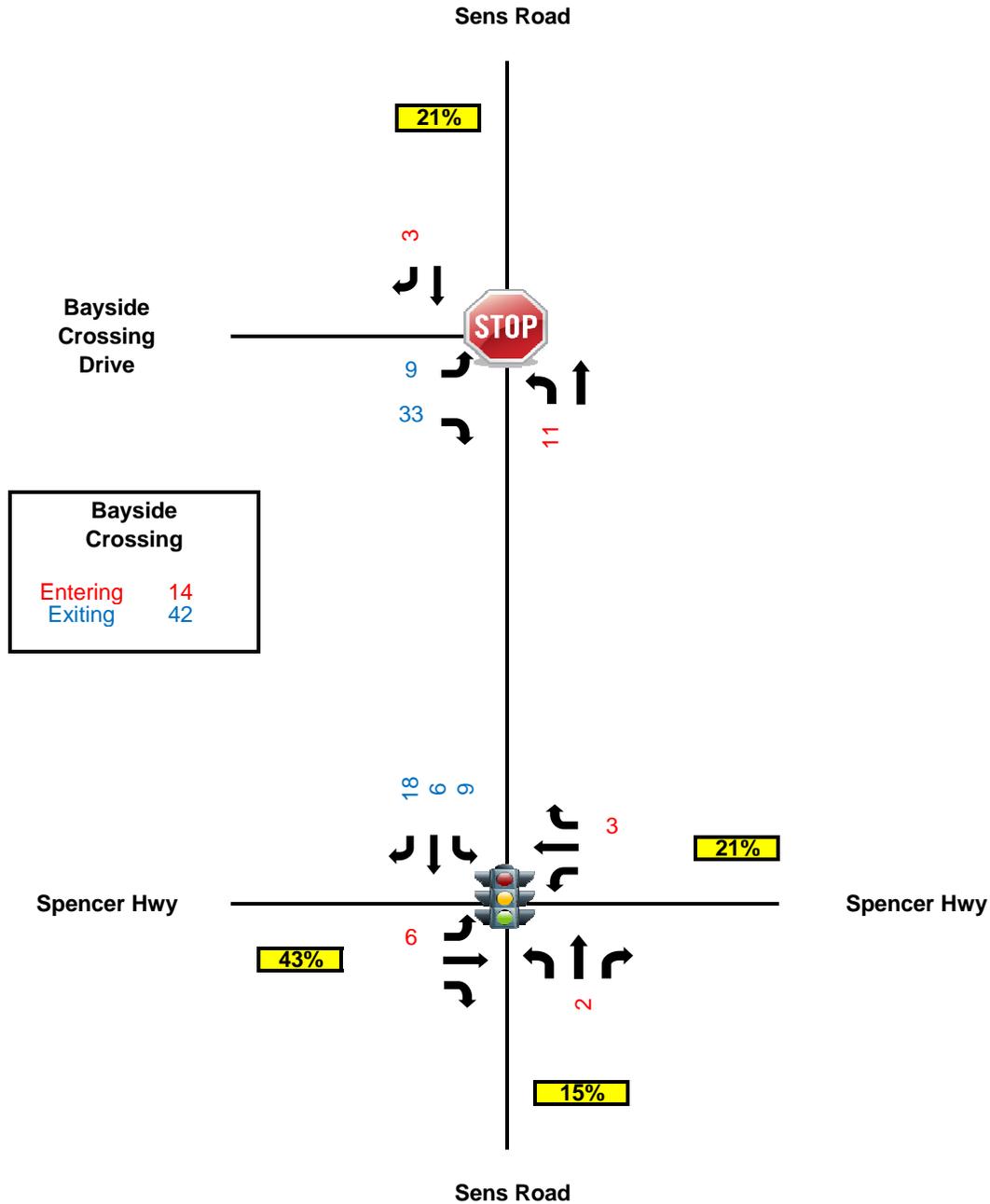




FIGURE 9
PM Peak Hour
Generated Trips

Total Network Vol: 3029

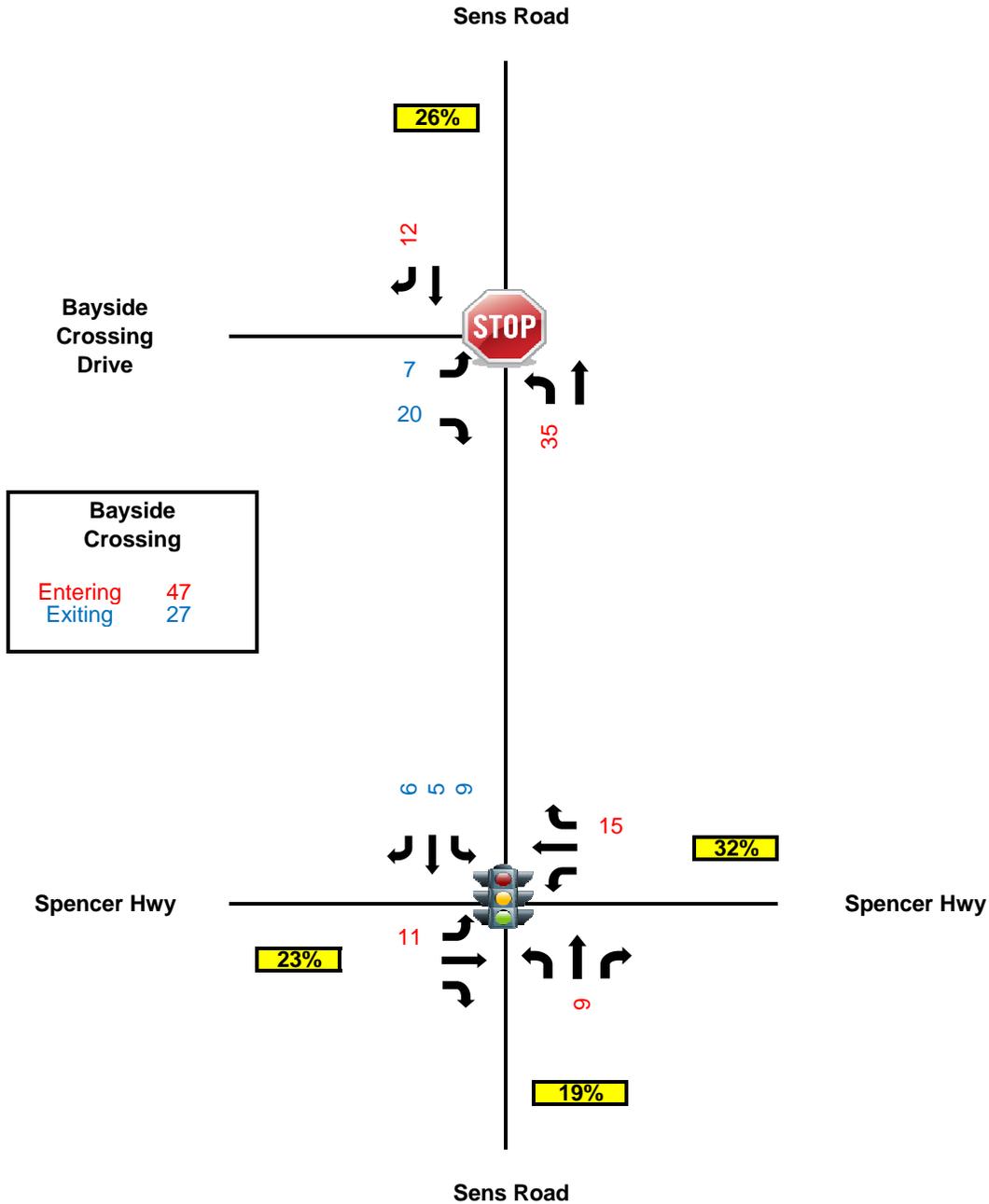




FIGURE 10
AM Peak Hour
Proposed Traffic

Total Network Vol: 2317

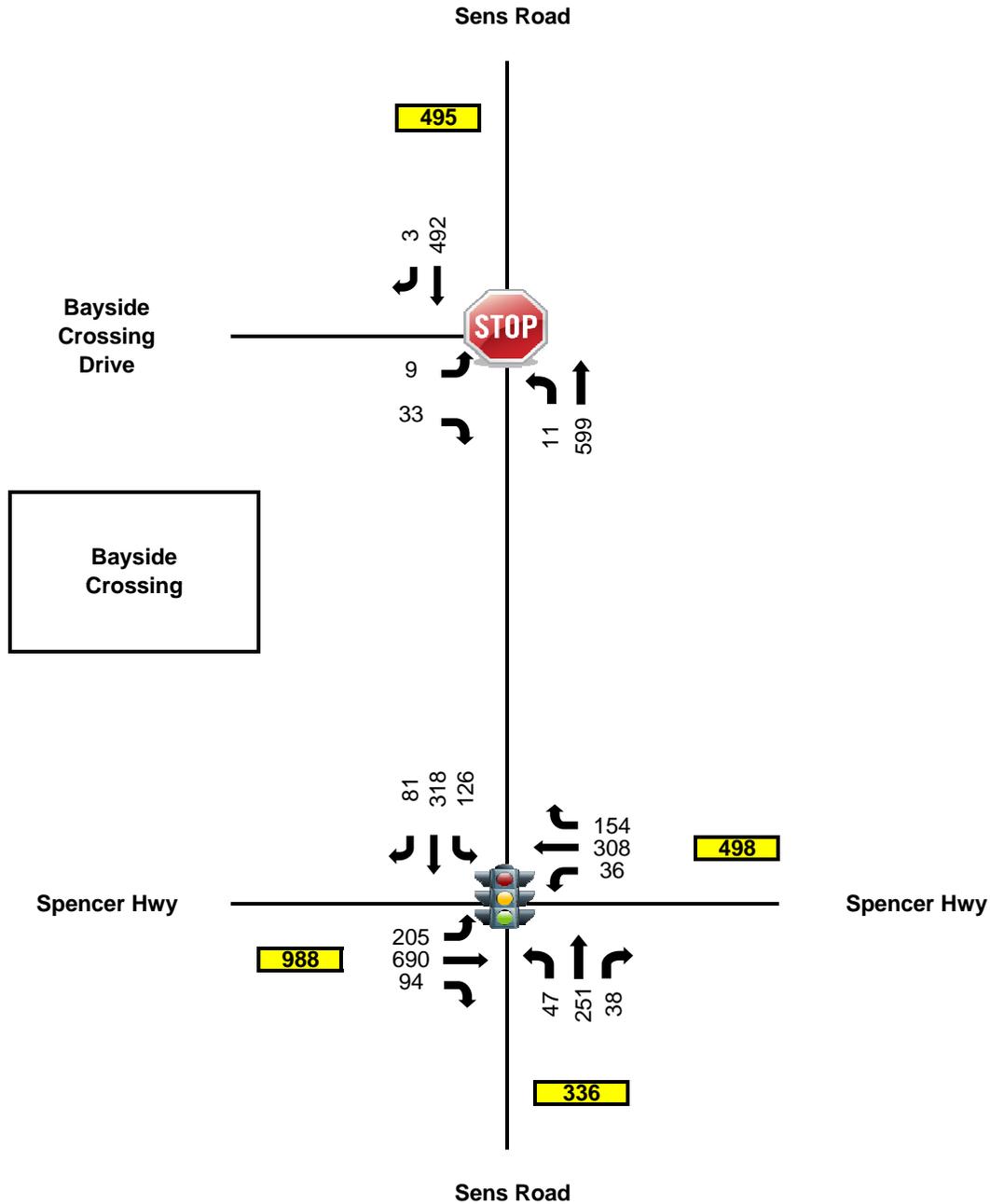
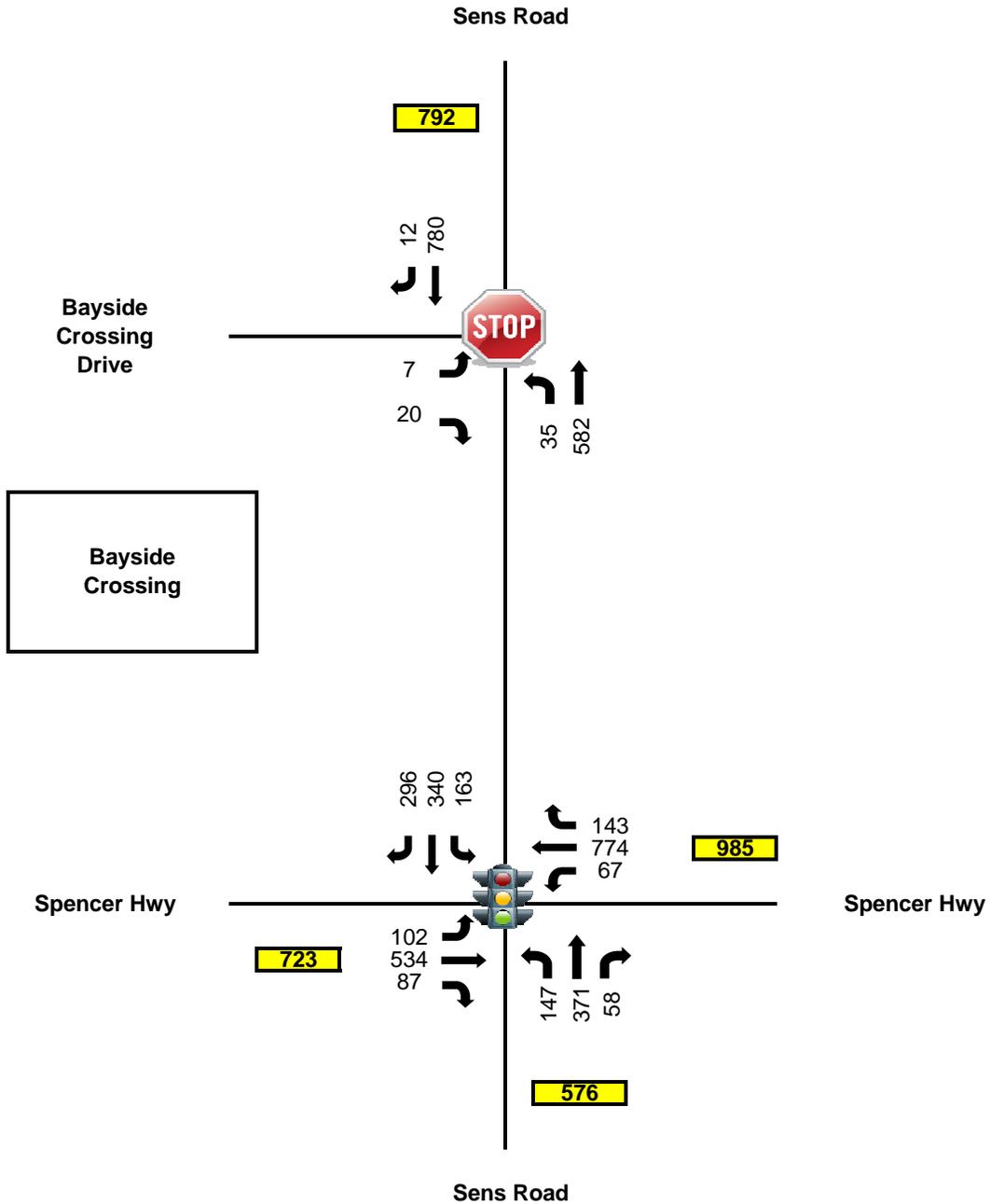




FIGURE 11
PM Peak Hour
Proposed Traffic

Total Network Vol: 3076



7. Level of Service Analysis

An intersection LOS analysis provides a measure of delay and service condition for all approaches of the intersection. The HCM uses LOS as a qualitative measure to describe the operating conditions at signalized and unsignalized intersections. The LOS ranges from A through F which represents driving conditions from best to worst, respectively. LOS A represents free-flow conditions with no congestion, and LOS F represents severe congestion with significant delays. **Tables 2 and 3** present the LOS thresholds for signalized and unsignalized intersections, respectively, per the 2010 edition of the HCM.

Table 2. LOS Thresholds for Signalized Intersections

LOS	Control Delay/Vehicle (s/veh)
A	≤10
B	> 10 and ≤ 20
C	> 20 and ≤ 35
D	> 35 and ≤ 55
E	> 55 and ≤ 80
F	> 80

Table 3. LOS Thresholds for Unsignalized Intersections

LOS	Control Delay/Vehicle (s/veh)
A	≤10
B	> 10 and ≤ 15
C	> 15 and ≤ 25
D	> 25 and ≤ 35
E	> 35 and ≤ 50
F	> 50

Intersection LOS analyses were performed using Synchro 8.0 for the existing, background (2016) and proposed AM and PM peak conditions for the Spencer Highway at Sens Road intersection in the study area. Additionally, intersection LOS analyses were also performed for the proposed AM and PM peak conditions for the Sens Road at Bayside Crossing Drive intersection. A summary of the Synchro 8.0 intersection delay and LOS results for the AM and PM peak periods are shown in **Table 4**.

Intersection	Traffic Control Type	2014 Existing		2016 Background		2016 Proposed Traffic	
		AM	PM	AM	PM	AM	PM
Spencer Highway at Sens Road	Signalized	26.7/C	30.4/C	27.1/C	33.4/C	28.0/C	33.6/C
Sens Road at Bayside Crossing Drive	Stop Controlled	-	-	-	-	12.2/B	16.6/C

Table 4. Delay and LOS Results

The results of the signalized and unsignalized analyses show that both intersections operate at an acceptable LOS. Detailed Synchro 8.0 results are included in **Appendix C**.

8. Conclusions and Recommendations

The purpose of this report is to summarize the traffic impacts of the proposed Bayside Crossing development upon the local street network. The results of the LOS analyses indicate that the development will have no adverse impacts upon the local street network during the weekday morning and evening peak hours. Therefore, no delay mitigation measures are recommended.

Appendices

Appendix A - Peak Hour Turning Movement Counts



C. J. Hensch & Associates Inc.
5215 Sycamore Ave.

Pasadena, Texas, United States 77503
(281) 487-5417 denniscox@cjhensch.com

Count Name: Spencer Hwy at Sens Rd
Site Code: 1
Start Date: 02/19/2014
Page No: 1

Turning Movement Data

Start Time	Sens Rd Southbound						Spencer Westbound						Bay Area Northbound						Spencer Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:00 AM	17	52	11	0	0	80	5	24	15	0	0	44	5	55	3	0	0	63	48	72	8	0	0	128	315
6:15 AM	18	65	13	0	0	96	7	36	16	0	0	59	5	33	4	0	0	42	47	86	16	0	0	149	346
6:30 AM	20	108	11	0	0	139	8	59	36	0	0	103	9	64	6	0	0	79	55	156	22	0	0	233	554
6:45 AM	40	69	16	1	0	126	7	61	29	0	0	97	9	54	10	0	0	73	46	210	28	0	0	284	580
Hourly Total	95	294	51	1	0	441	27	180	96	0	0	303	28	206	23	0	0	257	196	524	74	0	0	794	1795
7:00 AM	28	66	12	0	0	106	12	77	39	0	0	128	8	68	7	0	0	83	46	177	19	0	0	242	559
7:15 AM	23	54	21	0	0	98	7	96	40	0	0	143	19	51	13	0	0	83	42	114	20	0	0	176	500
7:30 AM	24	41	22	1	0	88	10	81	41	0	0	132	15	61	15	0	0	91	53	126	17	0	0	196	507
7:45 AM	26	51	21	0	0	98	4	104	46	0	0	154	11	50	17	0	0	78	52	156	16	0	0	224	554
Hourly Total	101	212	76	1	0	390	33	358	166	0	0	557	53	230	52	0	0	335	193	573	72	0	0	838	2120
8:00 AM	26	33	20	1	0	80	5	90	26	0	0	121	3	34	11	0	0	48	37	83	14	0	0	134	383
8:15 AM	30	33	26	0	0	89	6	68	18	0	0	92	6	24	9	0	0	39	14	67	10	0	0	91	311
8:30 AM	31	32	24	0	0	87	8	55	17	0	0	80	10	26	8	0	0	44	18	53	12	0	0	83	294
8:45 AM	18	31	26	0	0	75	2	51	14	0	0	67	7	30	11	0	0	48	15	62	9	0	0	86	276
Hourly Total	105	129	96	1	0	331	21	264	75	0	0	360	26	114	39	0	0	179	84	265	45	0	0	394	1264
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	23	42	36	0	0	101	6	135	33	0	0	174	41	64	10	1	0	116	21	105	11	0	0	137	528
4:15 PM	31	69	44	0	0	144	11	106	35	0	0	152	18	53	6	0	0	77	29	93	10	0	0	132	505
4:30 PM	32	67	48	0	0	147	15	150	45	0	1	210	24	83	6	0	1	113	35	114	16	0	0	165	635
4:45 PM	34	88	69	0	0	191	15	155	23	0	0	193	38	64	10	0	0	112	26	126	31	0	0	183	679
Hourly Total	120	266	197	0	0	583	47	546	136	0	1	729	121	264	32	1	1	418	111	438	68	0	0	617	2347
5:00 PM	30	80	66	0	0	176	27	227	31	0	0	285	36	81	15	0	1	132	22	146	22	0	0	190	783
5:15 PM	52	84	76	0	0	212	12	195	31	0	0	238	29	86	13	0	0	128	14	126	18	0	0	158	736
5:30 PM	31	67	65	0	0	163	10	160	37	0	0	207	37	114	17	0	0	168	25	110	12	0	0	147	685
5:45 PM	29	54	52	0	0	135	11	146	33	0	0	190	16	54	8	0	0	78	25	115	12	0	0	152	555
Hourly Total	142	285	259	0	0	686	60	728	132	0	0	920	118	335	53	0	1	506	86	497	64	0	0	647	2759
6:00 PM	25	44	46	0	0	115	8	122	25	0	0	155	17	42	4	0	0	63	27	95	9	0	0	131	464
6:15 PM	17	34	30	0	0	81	6	96	20	0	0	122	15	29	2	0	0	46	6	80	22	0	0	108	357
6:30 PM	20	31	22	0	0	73	4	81	21	0	0	106	21	31	2	0	0	54	12	108	17	0	0	137	370
6:45 PM	16	22	23	0	0	61	3	65	18	0	0	86	13	8	2	0	0	23	20	99	7	0	0	126	296
Hourly Total	78	131	121	0	0	330	21	364	84	0	0	469	66	110	10	0	0	186	65	382	55	0	0	502	1487
Grand Total	641	1317	800	3	0	2761	209	2440	689	0	1	3338	412	1259	209	1	2	1881	735	2679	378	0	0	3792	11772
Approach %	23.2	47.7	29.0	0.1	-	-	6.3	73.1	20.6	0.0	-	-	21.9	66.9	11.1	0.1	-	-	19.4	70.6	10.0	0.0	-	-	-
Total %	5.4	11.2	6.8	0.0	-	23.5	1.8	20.7	5.9	0.0	-	28.4	3.5	10.7	1.8	0.0	-	16.0	6.2	22.8	3.2	0.0	-	32.2	-
Car	641	1317	800	3	-	2761	209	2440	689	0	-	3338	412	1259	209	1	-	1881	735	2679	378	0	-	3792	11772
% Car	100.0	100.0	100.0	100.0	-	100.0	100.0	100.0	100.0	-	-	100.0	100.0	100.0	100.0	100.0	-	100.0	100.0	100.0	100.0	-	-	100.0	100.0
Ped	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	2	-	-	-	-	-	0	-	-

Appendix B – TripGen Software Output

Summary of Multi-Use Trip Generation
Average Weekday Driveway Volumes (Unadjusted for Internal Trips)

Project: Bayside Crossing
Phase:

Open Date:
Analysis Date: 3/12/14

Description: Bayside Crossing Development located in LaPorte, Texas.

ITE:Land Use	24 Hour Two-Way Volume	AM Pk Hour		PM Pk Hour	
		Enter	Exit	Enter	Exit
210: Single Family Detached Housing 74 Dwelling Units [R]	704	14	42	47	27
Total Driveway Volume	704	14	42	47	27
Total Peak Hour Pass-By Trips		0	0	0	0
Total Peak Hour Vol. Added to Adjacent Streets		14	42	47	27

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation Manual, 9th Edition, 2012

TRIP GENERATION 2013, TRAFFICWARE, LLC

Appendix C -Synchro 8.0 Delay & LOS Results

HCM 2010 Signalized Intersection Summary 1: Sens Road & Spencer Highway

2014 AM Existing
3/13/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	189	657	89	34	293	144	45	237	36	111	297	60
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow veh/h/ln	186.3	186.3	190.0	186.3	186.3	190.0	190.0	190.0	190.0	190.0	190.0	190.0
Lanes	1	3	0	1	3	0	1	2	0	1	2	0
Cap, veh/h	313	1389	187	50	520	221	56	881	133	153	1005	200
Arrive On Green	0.18	0.29	0.29	0.03	0.14	0.14	0.03	0.27	0.27	0.08	0.33	0.33
Sat Flow, veh/h	1774	4825	649	1774	3725	1583	1810	3228	486	1810	3080	612
Grp Volume(v), veh/h	199	533	253	36	308	152	47	145	142	117	191	185
Grp Sat Flow(s),veh/h/ln	1774	1863	1748	1774	1863	1583	1810	1900	1814	1810	1900	1792
Q Serve(g_s), s	7.7	8.7	8.9	1.5	5.7	6.7	1.9	4.4	4.5	4.7	5.6	5.7
Cycle Q Clear(g_c), s	7.7	8.7	8.9	1.5	5.7	6.7	1.9	4.4	4.5	4.7	5.6	5.7
Prop In Lane	1.00		0.37	1.00		1.00	1.00		0.27	1.00		0.34
Lane Grp Cap(c), veh/h	313	1073	503	50	520	221	56	519	495	153	620	585
V/C Ratio(X)	0.64	0.50	0.50	0.72	0.59	0.69	0.83	0.28	0.29	0.77	0.31	0.32
Avail Cap(c_a), veh/h	555	1925	903	145	1064	452	197	519	495	344	620	585
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.1	21.8	21.8	35.4	29.7	30.1	35.4	21.0	21.1	33.0	18.6	18.6
Incr Delay (d2), s/veh	2.1	0.4	0.8	17.2	1.1	3.8	25.6	1.3	1.5	7.8	1.3	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q (50%), veh/ln	3.4	3.8	3.7	0.9	2.6	2.8	1.2	2.1	2.1	2.4	2.6	2.5
Lane Grp Delay (d), s/veh	30.2	22.1	22.6	52.7	30.8	33.9	61.1	22.4	22.5	40.7	19.9	20.0
Lane Grp LOS	C	C	C	D	C	C	E	C	C	D	B	C
Approach Vol, veh/h		985			496			334			493	
Approach Delay, s/veh		23.9			33.3			27.9			24.9	
Approach LOS		C			C			C			C	
Timer												
Assigned Phs	5	2		1	6		3	8		7	4	
Phs Duration (G+Y+Rc), s	19.0	27.2		8.1	16.3		8.3	26.1		12.2	30.0	
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Max Green Setting (Gmax), s	23.0	38.0		6.0	21.0		8.0	18.0		14.0	24.0	
Max Q Clear Time (g_c+I1), s	9.7	10.9		3.5	8.7		3.9	6.5		6.7	7.7	
Green Ext Time (p_c), s	3.6	4.3		0.0	1.5		0.1	0.9		0.2	1.2	
Intersection Summary												
HCM 2010 Ctrl Delay				26.7								
HCM 2010 LOS				C								
Notes												

Timing Report, Sorted By Phase 1: Sens Road & Spencer Highway

2014 AM Existing
3/13/2014



Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBT	EBL	WBT	SBL	NBT
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lead	Lag
Lead-Lag Optimize	Yes							
Recall Mode	None	None	None	Max	None	None	None	Max
Maximum Split (s)	12	44	14	30	29	27	20	24
Maximum Split (%)	12.0%	44.0%	14.0%	30.0%	29.0%	27.0%	20.0%	24.0%
Minimum Split (s)	10	22	10	22	10	22	10	22
Yellow Time (s)	4	4	4	4	4	4	4	4
All-Red Time (s)	2	2	2	2	2	2	2	2
Minimum Initial (s)	4	4	4	4	4	4	4	4
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)								
Flash Dont Walk (s)								
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes							
Start Time (s)	0	12	86	56	27	0	56	76
End Time (s)	12	56	0	86	56	27	76	0
Yield/Force Off (s)	6	50	94	80	50	21	70	94
Yield/Force Off 170(s)	6	50	94	80	50	21	70	94
Local Start Time (s)	88	0	74	44	15	88	44	64
Local Yield (s)	94	38	82	68	38	9	58	82
Local Yield 170(s)	94	38	82	68	38	9	58	82

Intersection Summary

Cycle Length	100
Control Type	Actuated-Uncoordinated
Natural Cycle	70

Splits and Phases: 1: Sens Road & Spencer Highway



HCM 2010 Signalized Intersection Summary 1: Sens Road & Spencer Highway

2016 AM Background
3/13/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	199	690	94	36	308	151	47	249	38	117	312	63
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow veh/h/ln	186.3	186.3	190.0	186.3	186.3	190.0	190.0	190.0	190.0	190.0	190.0	190.0
Lanes	1	3	0	1	3	0	1	2	0	1	2	0
Cap, veh/h	324	1434	194	52	536	228	59	854	129	160	986	196
Arrive On Green	0.18	0.30	0.30	0.03	0.14	0.14	0.03	0.26	0.26	0.09	0.32	0.32
Sat Flow, veh/h	1774	4822	652	1774	3725	1583	1810	3228	487	1810	3080	612
Grp Volume(v), veh/h	209	559	266	38	324	159	49	153	149	123	201	193
Grp Sat Flow(s),veh/h/ln	1774	1863	1748	1774	1863	1583	1810	1900	1814	1810	1900	1792
Q Serve(g_s), s	8.2	9.3	9.4	1.6	6.1	7.2	2.0	4.8	4.9	5.0	6.0	6.2
Cycle Q Clear(g_c), s	8.2	9.3	9.4	1.6	6.1	7.2	2.0	4.8	4.9	5.0	6.0	6.2
Prop In Lane	1.00		0.37	1.00		1.00	1.00		0.27	1.00		0.34
Lane Grp Cap(c), veh/h	324	1108	520	52	536	228	59	503	480	160	609	574
V/C Ratio(X)	0.64	0.50	0.51	0.73	0.60	0.70	0.82	0.30	0.31	0.77	0.33	0.34
Avail Cap(c_a), veh/h	545	1889	886	142	1044	444	193	503	480	362	609	574
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.4	21.8	21.8	36.1	30.1	30.5	36.0	22.0	22.1	33.4	19.4	19.4
Incr Delay (d2), s/veh	2.1	0.4	0.8	18.0	1.1	3.8	23.7	1.6	1.7	7.5	1.4	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q (50%), veh/ln	3.7	4.0	3.9	0.9	2.8	3.0	1.3	2.4	2.3	2.5	2.8	2.8
Lane Grp Delay (d), s/veh	30.5	22.1	22.6	54.1	31.2	34.4	59.7	23.6	23.8	40.9	20.8	21.0
Lane Grp LOS	C	C	C	D	C	C	E	C	C	D	C	C
Approach Vol, veh/h		1034			521			351			517	
Approach Delay, s/veh		23.9			33.8			28.7			25.6	
Approach LOS		C			C			C			C	
Timer												
Assigned Phs	5	2		1	6		3	8		7	4	
Phs Duration (G+Y+Rc), s	19.7	28.3		8.2	16.8		8.5	25.8		12.6	30.0	
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Max Green Setting (Gmax), s	23.0	38.0		6.0	21.0		8.0	17.0		15.0	24.0	
Max Q Clear Time (g_c+I1), s	10.2	11.4		3.6	9.2		4.0	6.9		7.0	8.2	
Green Ext Time (p_c), s	3.7	4.6		0.0	1.6		0.1	0.9		0.2	1.3	
Intersection Summary												
HCM 2010 Ctrl Delay				27.1								
HCM 2010 LOS				C								
Notes												

Timing Report, Sorted By Phase 1: Sens Road & Spencer Highway

2016 AM Background
3/13/2014



Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBT	EBL	WBT	SBL	NBT
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lead	Lag
Lead-Lag Optimize	Yes							
Recall Mode	None	None	None	Max	None	None	None	Max
Maximum Split (s)	12	44	14	30	29	27	21	23
Maximum Split (%)	12.0%	44.0%	14.0%	30.0%	29.0%	27.0%	21.0%	23.0%
Minimum Split (s)	10	22	8	22	10	22	10	22
Yellow Time (s)	4	4	4	4	4	4	4	4
All-Red Time (s)	2	2	2	2	2	2	2	2
Minimum Initial (s)	4	4	2	4	4	4	4	4
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)								
Flash Dont Walk (s)								
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes							
Start Time (s)	0	12	86	56	27	0	56	77
End Time (s)	12	56	0	86	56	27	77	0
Yield/Force Off (s)	6	50	94	80	50	21	71	94
Yield/Force Off 170(s)	6	50	94	80	50	21	71	94
Local Start Time (s)	88	0	74	44	15	88	44	65
Local Yield (s)	94	38	82	68	38	9	59	82
Local Yield 170(s)	94	38	82	68	38	9	59	82

Intersection Summary

Cycle Length	100
Control Type	Actuated-Uncoordinated
Natural Cycle	70

Splits and Phases: 1: Sens Road & Spencer Highway



HCM 2010 Signalized Intersection Summary 1: Sens Road & Spencer Highway

2016 AM Proposed
3/13/2014

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	205	690	94	36	308	154	47	251	38	126	318	81
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow veh/h/ln	186.3	186.3	190.0	186.3	186.3	190.0	190.0	190.0	190.0	190.0	190.0	190.0
Lanes	1	3	0	1	3	0	1	2	0	1	2	0
Cap, veh/h	326	1435	194	51	532	226	60	877	131	172	977	244
Arrive On Green	0.18	0.30	0.30	0.03	0.14	0.14	0.03	0.27	0.27	0.09	0.33	0.33
Sat Flow, veh/h	1774	4822	652	1774	3725	1583	1810	3231	483	1810	2936	734
Grp Volume(v), veh/h	216	559	266	38	324	162	49	154	150	133	215	205
Grp Sat Flow(s),veh/h/ln	1774	1863	1748	1774	1863	1583	1810	1900	1815	1810	1900	1770
Q Serve(g_s), s	8.8	9.7	9.8	1.7	6.4	7.6	2.1	5.0	5.1	5.6	6.7	6.8
Cycle Q Clear(g_c), s	8.8	9.7	9.8	1.7	6.4	7.6	2.1	5.0	5.1	5.6	6.7	6.8
Prop In Lane	1.00		0.37	1.00		1.00	1.00		0.27	1.00		0.41
Lane Grp Cap(c), veh/h	326	1109	520	51	532	226	60	516	492	172	632	589
V/C Ratio(X)	0.66	0.50	0.51	0.74	0.61	0.72	0.81	0.30	0.30	0.77	0.34	0.35
Avail Cap(c_a), veh/h	522	1765	828	136	954	405	162	516	492	371	632	589
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	29.6	22.7	22.7	37.6	31.4	32.0	37.5	22.6	22.6	34.5	19.6	19.7
Incr Delay (d2), s/veh	2.3	0.4	0.8	19.1	1.1	4.2	22.0	1.5	1.6	7.3	1.5	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q (50%), veh/ln	3.9	4.3	4.1	1.0	2.9	3.1	1.3	2.4	2.4	2.8	3.2	3.1
Lane Grp Delay (d), s/veh	31.9	23.0	23.5	56.7	32.6	36.2	59.5	24.0	24.2	41.8	21.1	21.3
Lane Grp LOS	C	C	C	E	C	D	E	C	C	D	C	C
Approach Vol, veh/h		1041			524			353			553	
Approach Delay, s/veh		25.0			35.4			29.0			26.1	
Approach LOS		C			D			C			C	
Timer												
Assigned Phs	5	2		1	6		3	8		7	4	
Phs Duration (G+Y+Rc), s	20.3	29.3		8.2	17.2		8.6	27.2		13.4	32.0	
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Max Green Setting (Gmax), s	23.0	37.0		6.0	20.0		7.0	17.0		16.0	26.0	
Max Q Clear Time (g_c+I1), s	10.8	11.8		3.7	9.6		4.1	7.1		7.6	8.8	
Green Ext Time (p_c), s	3.6	4.6		0.0	1.5		0.1	0.9		0.2	1.4	
Intersection Summary												
HCM 2010 Ctrl Delay				28.0								
HCM 2010 LOS				C								
Notes												

Timing Report, Sorted By Phase 1: Sens Road & Spencer Highway

2016 AM Proposed
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Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBT	EBL	WBT	SBL	NBT
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lead	Lead	Lag
Lead-Lag Optimize	Yes							
Recall Mode	None	None	None	Max	None	None	None	Max
Maximum Split (s)	12	43	13	32	29	26	22	23
Maximum Split (%)	12.0%	43.0%	13.0%	32.0%	29.0%	26.0%	22.0%	23.0%
Minimum Split (s)	10	22	8	22	10	22	10	22
Yellow Time (s)	4	4	4	4	4	4	4	4
All-Red Time (s)	2	2	2	2	2	2	2	2
Minimum Initial (s)	4	4	2	4	4	4	4	4
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)								
Flash Dont Walk (s)								
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes							
Start Time (s)	0	12	87	55	26	0	55	77
End Time (s)	12	55	0	87	55	26	77	0
Yield/Force Off (s)	6	49	94	81	49	20	71	94
Yield/Force Off 170(s)	6	49	94	81	49	20	71	94
Local Start Time (s)	88	0	75	43	14	88	43	65
Local Yield (s)	94	37	82	69	37	8	59	82
Local Yield 170(s)	94	37	82	69	37	8	59	82

Intersection Summary

Cycle Length	100
Control Type	Actuated-Uncoordinated
Natural Cycle	70

Splits and Phases: 1: Sens Road & Spencer Highway



HCM 2010 Signalized Intersection Summary 1: Sens Road & Spencer Highway

2014 PM Existing
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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	87	508	83	64	737	122	140	345	55	147	319	276
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow veh/h/ln	186.3	186.3	190.0	186.3	186.3	190.0	190.0	190.0	190.0	190.0	190.0	190.0
Lanes	1	3	0	1	3	0	1	2	0	1	2	0
Cap, veh/h	122	1238	198	90	1147	189	194	827	131	202	500	425
Arrive On Green	0.07	0.26	0.26	0.05	0.25	0.25	0.11	0.26	0.26	0.11	0.26	0.26
Sat Flow, veh/h	1774	4702	753	1774	4681	771	1810	3202	508	1810	1900	1615
Grp Volume(v), veh/h	95	435	207	70	636	298	152	221	214	160	347	300
Grp Sat Flow(s),veh/h/ln	1774	1863	1730	1774	1863	1727	1810	1900	1810	1810	1900	1615
Q Serve(g_s), s	4.0	7.4	7.6	3.0	11.8	12.0	6.2	7.4	7.6	6.6	12.5	12.8
Cycle Q Clear(g_c), s	4.0	7.4	7.6	3.0	11.8	12.0	6.2	7.4	7.6	6.6	12.5	12.8
Prop In Lane	1.00		0.44	1.00		0.45	1.00		0.28	1.00		1.00
Lane Grp Cap(c), veh/h	122	981	455	90	913	423	194	491	468	202	500	425
V/C Ratio(X)	0.78	0.44	0.45	0.78	0.70	0.70	0.78	0.45	0.46	0.79	0.69	0.71
Avail Cap(c_a), veh/h	210	1127	523	210	1127	522	333	491	468	357	500	425
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	34.8	23.4	23.4	35.7	26.1	26.2	33.1	23.7	23.7	32.9	25.3	25.4
Incr Delay (d2), s/veh	10.0	0.3	0.7	13.1	1.4	3.2	6.8	3.0	3.2	6.7	7.7	9.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q (50%), veh/ln	2.1	3.3	3.2	1.6	5.4	5.3	3.1	3.7	3.6	3.2	6.7	6.0
Lane Grp Delay (d), s/veh	44.8	23.7	24.1	48.8	27.6	29.4	39.9	26.6	26.9	39.6	33.0	34.9
Lane Grp LOS	D	C	C	D	C	C	D	C	C	D	C	C
Approach Vol, veh/h		737			1004			587			807	
Approach Delay, s/veh		26.5			29.6			30.2			35.0	
Approach LOS		C			C			C			D	
Timer												
Assigned Phs	5	2		1	6		3	8		7	4	
Phs Duration (G+Y+Rc), s	11.3	26.0		9.9	24.6		14.2	25.6		14.5	26.0	
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Max Green Setting (Gmax), s	9.0	23.0		9.0	23.0		14.0	19.0		15.0	20.0	
Max Q Clear Time (g_c+l1), s	6.0	9.6		5.0	14.0		8.2	9.6		8.6	14.8	
Green Ext Time (p_c), s	0.1	5.9		0.0	4.7		0.3	1.6		0.3	1.4	
Intersection Summary												
HCM 2010 Ctrl Delay				30.4								
HCM 2010 LOS				C								
Notes												

Timing Report, Sorted By Phase 1: Sens Road & Spencer Highway

2014 PM Existing
3/13/2014

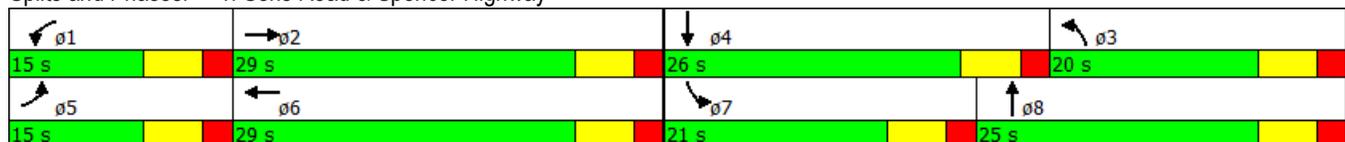


Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBT	EBL	WBT	SBL	NBT
Lead/Lag	Lead	Lag	Lag	Lead	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes							
Recall Mode	None	None	None	Max	None	None	None	Max
Maximum Split (s)	15	29	20	26	15	29	21	25
Maximum Split (%)	16.7%	32.2%	22.2%	28.9%	16.7%	32.2%	23.3%	27.8%
Minimum Split (s)	10	22	10	22	10	22	10	22
Yellow Time (s)	4	4	4	4	4	4	4	4
All-Red Time (s)	2	2	2	2	2	2	2	2
Minimum Initial (s)	4	4	4	4	4	4	4	4
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)								
Flash Dont Walk (s)								
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes							
Start Time (s)	0	15	70	44	0	15	44	65
End Time (s)	15	44	0	70	15	44	65	0
Yield/Force Off (s)	9	38	84	64	9	38	59	84
Yield/Force Off 170(s)	9	38	84	64	9	38	59	84
Local Start Time (s)	75	0	55	29	75	0	29	50
Local Yield (s)	84	23	69	49	84	23	44	69
Local Yield 170(s)	84	23	69	49	84	23	44	69

Intersection Summary

Cycle Length	90
Control Type	Actuated-Uncoordinated
Natural Cycle	65

Splits and Phases: 1: Sens Road & Spencer Highway



HCM 2010 Signalized Intersection Summary 1: Sens Road & Spencer Highway

2016 PM Background
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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	91	534	87	67	774	128	147	362	58	154	335	290
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow veh/h/ln	186.3	186.3	190.0	186.3	186.3	190.0	190.0	190.0	190.0	190.0	190.0	190.0
Lanes	1	3	0	1	3	0	1	2	0	1	2	0
Cap, veh/h	127	1327	214	94	1236	203	230	778	124	207	438	372
Arrive On Green	0.07	0.28	0.28	0.05	0.26	0.26	0.13	0.24	0.24	0.11	0.23	0.23
Sat Flow, veh/h	1774	4698	757	1774	4683	769	1810	3201	509	1810	1900	1615
Grp Volume(v), veh/h	99	458	217	73	668	312	160	232	224	167	364	315
Grp Sat Flow(s),veh/h/ln	1774	1863	1729	1774	1863	1727	1810	1900	1810	1810	1900	1615
Q Serve(g_s), s	4.3	7.9	8.1	3.2	12.6	12.7	6.6	8.2	8.4	7.0	14.3	14.6
Cycle Q Clear(g_c), s	4.3	7.9	8.1	3.2	12.6	12.7	6.6	8.2	8.4	7.0	14.3	14.6
Prop In Lane	1.00		0.44	1.00		0.45	1.00		0.28	1.00		1.00
Lane Grp Cap(c), veh/h	127	1052	488	94	984	456	230	462	440	207	438	372
V/C Ratio(X)	0.78	0.44	0.44	0.77	0.68	0.68	0.70	0.50	0.51	0.81	0.83	0.85
Avail Cap(c_a), veh/h	182	1239	575	204	1287	597	301	462	440	278	438	372
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	35.7	22.9	23.0	36.5	25.8	25.8	32.7	25.5	25.6	33.8	28.6	28.8
Incr Delay (d2), s/veh	12.8	0.3	0.6	12.6	0.9	2.1	4.6	3.9	4.2	12.0	16.7	20.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q (50%), veh/ln	2.3	3.5	3.3	1.7	5.6	5.4	3.2	4.2	4.1	3.8	8.5	7.7
Lane Grp Delay (d), s/veh	48.5	23.2	23.7	49.1	26.7	28.0	37.3	29.4	29.7	45.7	45.3	49.4
Lane Grp LOS	D	C	C	D	C	C	D	C	C	D	D	D
Approach Vol, veh/h		774			1053			616			846	
Approach Delay, s/veh		26.6			28.7			31.5			46.9	
Approach LOS		C			C			C			D	
Timer												
Assigned Phs	5	2		1	6		3	8		7	4	
Phs Duration (G+Y+Rc), s	11.6	28.1		10.2	26.6		15.9	25.0		14.9	24.0	
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Max Green Setting (Gmax), s	8.0	26.0		9.0	27.0		13.0	19.0		12.0	18.0	
Max Q Clear Time (g_c+I1), s	6.3	10.1		5.2	14.7		8.6	10.4		9.0	16.6	
Green Ext Time (p_c), s	0.0	6.8		0.0	5.9		1.0	1.6		0.1	0.5	
Intersection Summary												
HCM 2010 Ctrl Delay				33.4								
HCM 2010 LOS				C								
Notes												

Timing Report, Sorted By Phase 1: Sens Road & Spencer Highway

2016 PM Background
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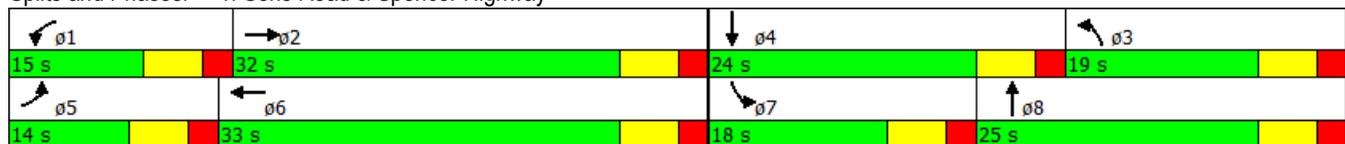


Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBT	EBL	WBT	SBL	NBT
Lead/Lag	Lead	Lag	Lag	Lead	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes							
Recall Mode	None	None	None	Max	None	None	None	Max
Maximum Split (s)	15	32	19	24	14	33	18	25
Maximum Split (%)	16.7%	35.6%	21.1%	26.7%	15.6%	36.7%	20.0%	27.8%
Minimum Split (s)	10	22	10	22	10	22	10	22
Yellow Time (s)	4	4	4	4	4	4	4	4
All-Red Time (s)	2	2	2	2	2	2	2	2
Minimum Initial (s)	4	4	4	4	4	4	4	4
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)								
Flash Dont Walk (s)								
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes							
Start Time (s)	0	15	71	47	0	14	47	65
End Time (s)	15	47	0	71	14	47	65	0
Yield/Force Off (s)	9	41	84	65	8	41	59	84
Yield/Force Off 170(s)	9	41	84	65	8	41	59	84
Local Start Time (s)	75	0	56	32	75	89	32	50
Local Yield (s)	84	26	69	50	83	26	44	69
Local Yield 170(s)	84	26	69	50	83	26	44	69

Intersection Summary

Cycle Length	90
Control Type	Actuated-Uncoordinated
Natural Cycle	65

Splits and Phases: 1: Sens Road & Spencer Highway



HCM 2010 Signalized Intersection Summary 1: Sens Road & Spencer Highway

2016 PM Proposed
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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	102	534	87	67	774	143	147	371	58	163	340	296
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow veh/h/ln	186.3	186.3	190.0	186.3	186.3	190.0	190.0	190.0	190.0	190.0	190.0	190.0
Lanes	1	3	0	1	3	0	1	2	0	1	2	0
Cap, veh/h	142	1294	209	94	1143	209	218	805	125	218	476	405
Arrive On Green	0.08	0.28	0.28	0.05	0.25	0.25	0.12	0.25	0.25	0.12	0.25	0.25
Sat Flow, veh/h	1774	4698	757	1774	4598	842	1810	3213	499	1810	1900	1615
Grp Volume(v), veh/h	111	458	217	73	680	316	160	237	229	177	370	322
Grp Sat Flow(s),veh/h/ln	1774	1863	1729	1774	1863	1714	1810	1900	1812	1810	1900	1615
Q Serve(g_s), s	4.9	8.1	8.3	3.2	13.4	13.5	6.8	8.5	8.7	7.6	14.5	14.9
Cycle Q Clear(g_c), s	4.9	8.1	8.3	3.2	13.4	13.5	6.8	8.5	8.7	7.6	14.5	14.9
Prop In Lane	1.00		0.44	1.00		0.49	1.00		0.28	1.00		1.00
Lane Grp Cap(c), veh/h	142	1026	476	94	926	426	218	476	454	218	476	405
V/C Ratio(X)	0.78	0.45	0.46	0.77	0.73	0.74	0.74	0.50	0.50	0.81	0.78	0.80
Avail Cap(c_a), veh/h	222	1120	520	200	1073	494	295	476	454	295	476	405
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	36.0	23.9	24.0	37.3	27.6	27.6	33.9	25.6	25.7	34.2	27.8	28.0
Incr Delay (d2), s/veh	9.0	0.3	0.7	12.6	2.2	5.0	6.2	3.7	4.0	11.8	11.8	14.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q (50%), veh/ln	2.5	3.5	3.5	1.7	6.1	6.0	3.4	4.3	4.2	4.1	8.0	7.3
Lane Grp Delay (d), s/veh	45.1	24.2	24.6	49.9	29.8	32.6	40.1	29.3	29.6	46.1	39.7	42.9
Lane Grp LOS	D	C	C	D	C	C	D	C	C	D	D	D
Approach Vol, veh/h		786			1069			626				869
Approach Delay, s/veh		27.3			32.0			32.2				42.2
Approach LOS		C			C			C				D
Timer												
Assigned Phs	5	2		1	6		3	8		7		4
Phs Duration (G+Y+Rc), s	12.4	28.0		10.2	25.9		15.6	26.0		15.6		26.0
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0		6.0	6.0		6.0		6.0
Max Green Setting (Gmax), s	10.0	24.0		9.0	23.0		13.0	20.0		13.0		20.0
Max Q Clear Time (g_c+I1), s	6.9	10.3		5.2	15.5		8.8	10.7		9.6		16.9
Green Ext Time (p_c), s	0.1	6.4		0.0	4.3		1.0	1.7		0.2		1.0
Intersection Summary												
HCM 2010 Ctrl Delay					33.6							
HCM 2010 LOS					C							
Notes												

Timing Report, Sorted By Phase 1: Sens Road & Spencer Highway

2016 PM Proposed
3/13/2014

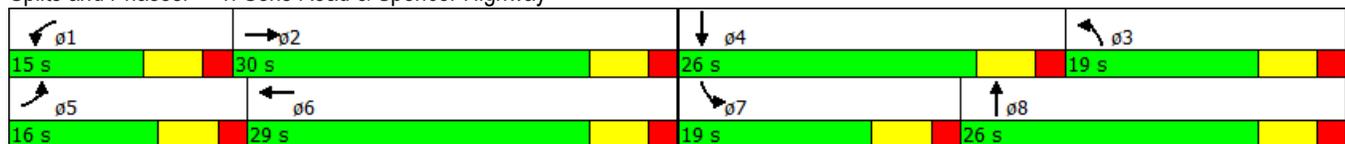


Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBT	EBL	WBT	SBL	NBT
Lead/Lag	Lead	Lag	Lag	Lead	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes							
Recall Mode	None	None	None	Max	None	None	None	Max
Maximum Split (s)	15	30	19	26	16	29	19	26
Maximum Split (%)	16.7%	33.3%	21.1%	28.9%	17.8%	32.2%	21.1%	28.9%
Minimum Split (s)	10	22	8	22	10	22	10	22
Yellow Time (s)	4	4	4	4	4	4	4	4
All-Red Time (s)	2	2	2	2	2	2	2	2
Minimum Initial (s)	4	4	2	4	4	4	4	4
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)								
Flash Dont Walk (s)								
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes							
Start Time (s)	0	15	71	45	0	16	45	64
End Time (s)	15	45	0	71	16	45	64	0
Yield/Force Off (s)	9	39	84	65	10	39	58	84
Yield/Force Off 170(s)	9	39	84	65	10	39	58	84
Local Start Time (s)	74	89	55	29	74	0	29	48
Local Yield (s)	83	23	68	49	84	23	42	68
Local Yield 170(s)	83	23	68	49	84	23	42	68

Intersection Summary

Cycle Length	90
Control Type	Actuated-Uncoordinated
Natural Cycle	70

Splits and Phases: 1: Sens Road & Spencer Highway



Intersection

Intersection Delay, s/veh 0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Vol, veh/h	9	33	11	599	492	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	10	36	12	651	535	3

Major/Minor	Minor2	Major1			Major2	
Conflicting Flow All	885	269	538	0	-	0
Stage 1	536	-	-	-	-	-
Stage 2	349	-	-	-	-	-
Follow-up Headway	3.5	3.3	2.2	-	-	-
Pot Capacity-1 Maneuver	288	735	1040	-	-	-
Stage 1	556	-	-	-	-	-
Stage 2	691	-	-	-	-	-
Time blocked-Platoon, %				-	-	-
Mov Capacity-1 Maneuver	283	735	1040	-	-	-
Mov Capacity-2 Maneuver	283	-	-	-	-	-
Stage 1	556	-	-	-	-	-
Stage 2	679	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.2	0.3	0
HCM LOS	B		

Minor Lane / Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1040	-	548	-	-
HCM Lane V/C Ratio	0.011	-	0.083	-	-
HCM Control Delay (s)	8.502	0.1	12.2	-	-
HCM Lane LOS	A	A	B		
HCM 95th %tile Q(veh)	0.035	-	0.271	-	-

Notes

~ : Volume Exceeds Capacity; \$: Delay Exceeds 300 Seconds; Error : Computation Not Defined

Intersection

Intersection Delay, s/veh 0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Vol, veh/h	7	20	35	582	780	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	8	22	38	633	848	13

Major/Minor	Minor2	Major1			Major2	
Conflicting Flow All	1246	430	861	0	-	0
Stage 1	854	-	-	-	-	-
Stage 2	392	-	-	-	-	-
Follow-up Headway	3.5	3.3	2.2	-	-	-
Pot Capacity-1 Maneuver	169	579	789	-	-	-
Stage 1	382	-	-	-	-	-
Stage 2	658	-	-	-	-	-
Time blocked-Platoon, %				-	-	-
Mov Capacity-1 Maneuver	156	579	789	-	-	-
Mov Capacity-2 Maneuver	156	-	-	-	-	-
Stage 1	382	-	-	-	-	-
Stage 2	609	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.6	0.8	0
HCM LOS	C		

Minor Lane / Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	789	-	340	-	-
HCM Lane V/C Ratio	0.048	-	0.086	-	-
HCM Control Delay (s)	9.794	0.3	16.6	-	-
HCM Lane LOS	A	A	C		
HCM 95th %tile Q(veh)	0.152	-	0.281	-	-

Notes

~ : Volume Exceeds Capacity; \$: Delay Exceeds 300 Seconds; Error : Computation Not Defined

**City of La Porte, Texas
Planning and Zoning Commission**



July 17, 2014

AGENDA ITEM 5

Consider approval of a Final Plat for the Bayside Crossing subdivision;
a single family residential development consisting of 73 lots on 17.2135 acres
located north and west of the intersection of Spencer Highway and Sens Road
(Applicant: Beazer Homes).

*Eric J. Ensey, City Planner
Planning and Development Department
City of La Porte, Texas*

Planning and Development Department Staff Report

ISSUE

Should the Planning and Zoning Commission approve the Final Plat for Bayside Crossing?

RECOMMENDATION

Staff recommends the Planning and Zoning Commission approve the Bayside Crossing Final Plat subject.

DISCUSSION

Applicant's Request:

The applicant, Beazer Homes, is requesting approval of a Final Plat for the Bayside Crossing subdivision. The attached Exhibit A is the proposed final plat. The 17.2135-acre site will consist of 73 low density single family residential lots ranging in size from 6,000 square feet to 12,445 square feet. Additionally, the applicant is proposing four (4) reserve/restricted lots. Two (2) of which are landscaped entry and drainage tracts and another one is a portion of a detention pond all three are to be maintained by the homeowners association and the other is a public pocket park to be dedicated to the City.

Background Information:

The Bayside Crossing Preliminary Plat was initially presented to the Planning and Zoning Commission at the May 15, 2014 regular meeting. The Commission voted unanimously to disapprove the preliminary plat without prejudice subject to the applicant resolving a minor issue concerning proposed fill on the adjacent large lot residential properties to the north of the subdivision. As a result, the applicant presented the revised preliminary plat concurrently with the final plat at the July 17th meeting. Should the Commission approve the preliminary plat, then consideration can be made on the approval of the final plat following said approval.

Analysis:

Staff has reviewed the final plat and compared it to the preliminary plat for accuracy and consistency. Staff finds the proposed final plat is consistent and complies with all applicable requirements.

The applicant has provided the necessary letters from the city's franchise utility providers accepting the proposed easements (Exhibit B). The City of La Porte's Development Ordinance requires letters to be submitted from CenterPoint Energy, Comcast and AT&T.

Additionally, the city requires submittal of a copy of the proposed deed restrictions establishing a community association as part of final plat review. The applicant has provided the necessary Certification of Formation of the Bayside Crossing Community Association (Exhibit C) and Declaration of Covenants, Conditions and Restrictions for Bayside Crossing (Exhibit D).

Finally, staff has reviewed and approved the public utility and infrastructure construction drawings for the project. The approved construction plans comply with the city's Public Improvement Criteria Manual (PICM) and has been approved by the City Engineer and the city's Public Works department.

ATTACHMENTS

- Exhibit A: Bayside Crossing Final Plat
- Exhibit B: Public Utility Letters
- Exhibit C: Certification of Formation of the Bayside Crossing Community Association
- Exhibit D: Declaration of Covenants, Conditions and Restrictions for Bayside Crossing

GENERAL NOTES

- SIDEWALKS SHALL BE PLACED WITHIN THE R.O.W. AT THE TIME OF HOUSE CONSTRUCTION IN ACCORDANCE WITH CITY OF LA PORTE ORDINANCES AND SPECIFICATIONS.
- THIS PROPERTY LIES WHOLLY WITHIN THE LA PORTE INDEPENDENT SCHOOL DISTRICT.
- ALL DRAINAGE EASEMENTS SHALL BE FOR DRAINAGE ONLY AND UNOBSTRUCTED.
- ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF LA PORTE, TEXAS.
- THE HOA WILL MAINTAIN ALL RESTRICTED RESERVES BESIDES RESERVE C, WHICH WILL BE MAINTAINED BY THE CITY. RESERVE C IS HEREBY DEDICATED TO THE CITY OF LA PORTE FOR PUBLIC PARK USE.
- SIDEWALKS WILL BE REQUIRED IN ACCORDANCE WITH CITY STANDARDS AT THE TIME OF DEVELOPMENT. THE DEVELOPER SHALL PLACE SIDEWALKS ACROSS ALL RESTRICTED RESERVES PRIOR TO RECORDATION OF THE PLAT. ON THOSE BUILDABLE LOTS SIDEWALKS WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT FOR EACH INDIVIDUAL LOT AND MUST BE INSTALLED BEFORE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE HORIZONTAL DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 0.9998830434 TO OBTAIN GRID DISTANCES.
- ABSTRACT INFORMATION FOR THE SUBJECT TRACT SHOWN HEREIN IS BASED ON COMMITMENT FOR TITLE INSURANCE G.F. NO. 1033004548 PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY ISSUED ON JULY 8, 2013. SURVEYOR DID NOT RESEARCH SUBJECT PROPERTY TITLE INFORMATION.

REFERENCE BENCHMARK

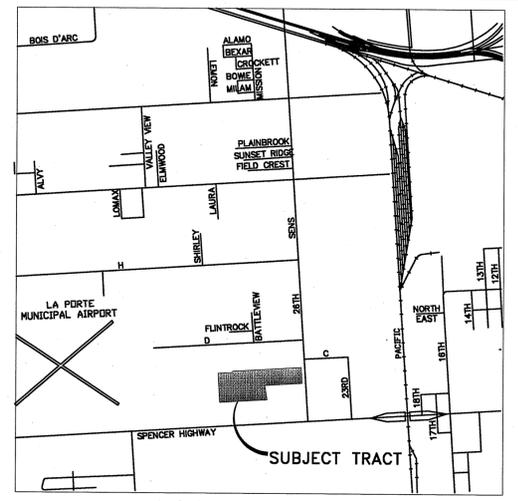
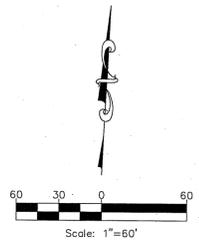
FLOODPLAIN REFERENCE MARK NUMBER 010305 IS A BRASS DISC STAMPED "RM 010305" LOCATED ±600 FEET NORTH OF THE INTERSECTION OF SPENCER HIGHWAY ON SENS ROAD, IN MEDIUM LOCATED AT THE WEST ENTRANCE OF DU PONT LAPORTE CREDIT UNION, IN KEY MAP NO. 539-Z, IN THE CLEAR CREEK WATERSHED.
ELEVATION = 23.12 (FEET) NAVD 1988, 2001 ADJUSTMENT

FLOODPLAIN INFORMATION

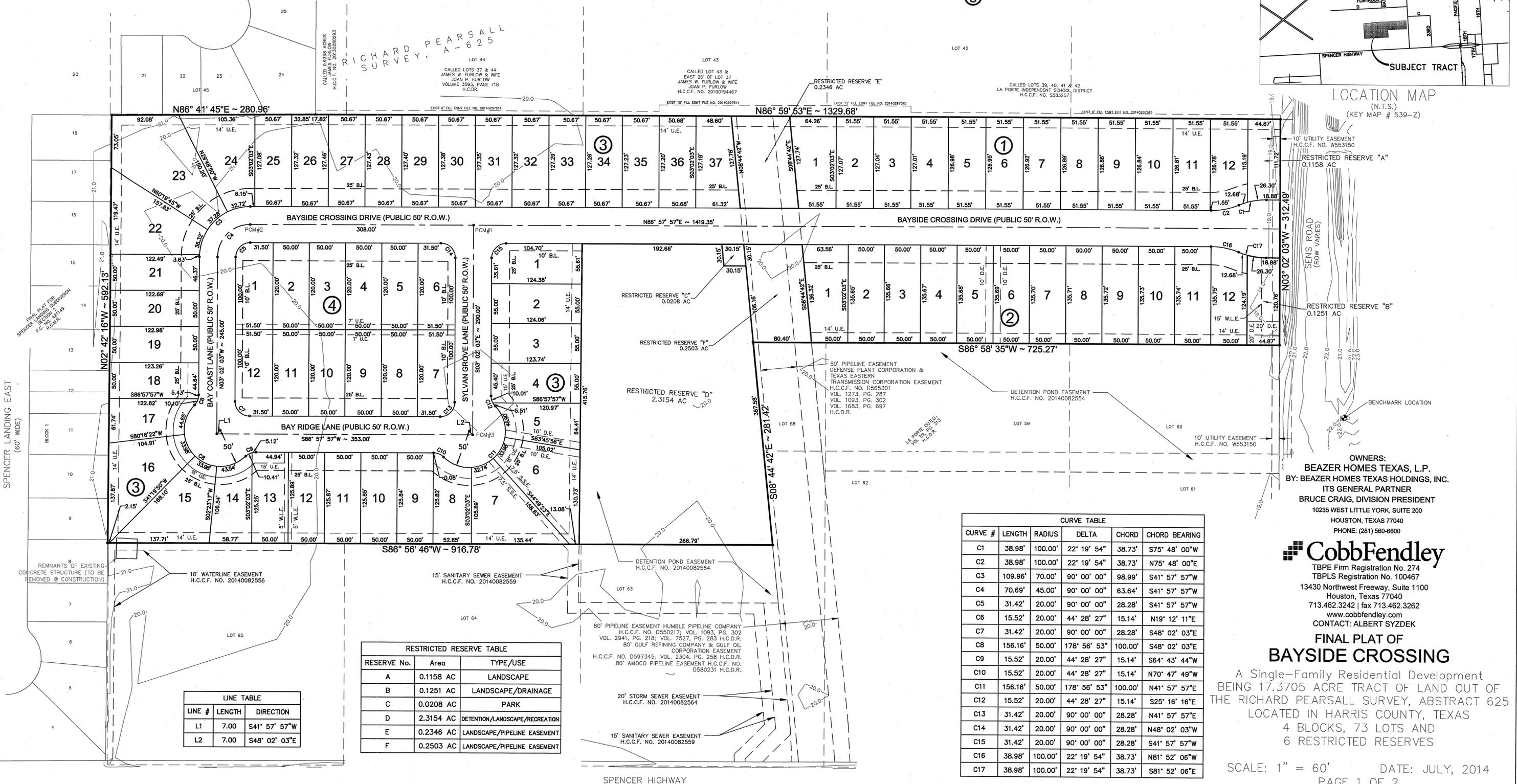
THE PROPERTY SHOWN HEREON (EITHER IN TOTAL OR A PORTION) IS LOCATED IN THE FOLLOWING ZONE(S) BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP No(s), 48201C0945 L, LAST REVISED JUNE 18, 2007:
UNSHADED ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
ELEVATIONS WERE NOT OBTAINED ON THE SUBJECT TRACT TO DETERMINE THE FLOOD ZONES.
DETERMINATION OF THE FLOOD ZONE IS BASED ON THE GRAPHICAL DELINEATION OF THE ZONES AS DEPICTED ON THE FLOOD PLAIN MAPS.
IF THIS PROPERTY IS NOT WITHIN AN IDENTIFIED FLOOD HAZARD AREA, THIS INFORMATION DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOODPLAIN INFORMATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR ENGINEER.

LEGEND

- = BOUNDARY CORNER
- = EASEMENT CORNER
- B.L. = BUILDING LINE
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- E.E. = ELECTRICAL EASEMENT
- S.S.E. = SANITARY SEWER EASEMENT
- W.L.E. = WATER LINE EASEMENT
- N.R. = NON-RADIAL
- W.S.E. = WATER & SANITARY EASEMENT
- U.V.E. = UNOBSTRUCTED VISIBILITY EASEMENT
- ⊕ = BENCH MARK
- △ PCM#1 = SURVEY CONTROL MONUMENT
- = STREET NAME BREAK
- ③ = BLOCK NUMBER



LOCATION MAP (N.T.S.) (KEY MAP # 539-Z)



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	7.00	S41° 57' 57"W
L2	7.00	S48° 02' 03"E

RESTRICTED RESERVE TABLE

RESERVE No.	Area	TYPE/USE
A	0.1158 AC	LANDSCAPE
B	0.1251 AC	LANDSCAPE/DRAINAGE
C	0.0208 AC	PARK
D	2.3154 AC	DETENTION/LANDSCAPE/RECREATION
E	0.2346 AC	LANDSCAPE/PIPELINE EASEMENT
F	0.2503 AC	LANDSCAPE/PIPELINE EASEMENT

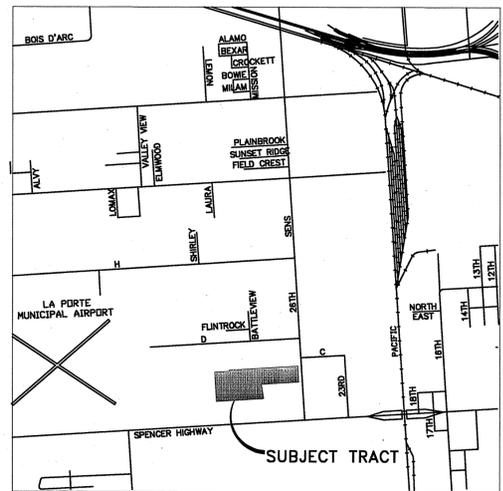
CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	38.98'	100.00'	22° 19' 54"	38.73'	S75° 48' 00"W
C2	38.98'	100.00'	22° 19' 54"	38.73'	N75° 48' 00"E
C3	109.96'	70.00'	90° 00' 00"	98.99'	S41° 57' 57"W
C4	70.69'	45.00'	90° 00' 00"	63.64'	S41° 57' 57"W
C5	31.42'	20.00'	90° 00' 00"	28.28'	S41° 57' 57"W
C6	15.52'	20.00'	44° 28' 27"	15.14'	N19° 12' 11"E
C7	31.42'	20.00'	90° 00' 00"	28.28'	S48° 02' 03"E
C8	156.16'	50.00'	178° 56' 53"	100.00'	S48° 02' 03"E
C9	15.52'	20.00'	44° 28' 27"	15.14'	S64° 43' 44"W
C10	15.52'	20.00'	44° 28' 27"	15.14'	N70° 47' 49"W
C11	156.16'	50.00'	178° 56' 53"	100.00'	N41° 57' 57"E
C12	15.52'	20.00'	44° 28' 27"	15.14'	S25° 16' 16"E
C13	31.42'	20.00'	90° 00' 00"	28.28'	N41° 57' 57"E
C14	31.42'	20.00'	90° 00' 00"	28.28'	N48° 02' 03"W
C15	31.42'	20.00'	90° 00' 00"	28.28'	S41° 57' 57"W
C16	38.98'	100.00'	22° 19' 54"	38.73'	N81° 52' 06"W
C17	38.98'	100.00'	22° 19' 54"	38.73'	S81° 52' 06"E

OWNERS:
BEAZER HOMES TEXAS, L.P.
BY: BEAZER HOMES TEXAS HOLDINGS, INC.
ITS GENERAL PARTNER
BRUCE CRAIG, DIVISION PRESIDENT
10235 WEST LITTLE YORK, SUITE 200
HOUSTON, TEXAS 77040
PHONE: (281) 560-6600

CobbFendley
TBPE Firm Registration No. 274
TBPLS Registration No. 100467
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.462.3242 | fax 713.462.3262
www.cobbfendley.com
CONTACT: ALBERT SYZDEK
**FINAL PLAT OF
BAYSIDE CROSSING**

A Single-Family Residential Development
BEING 17.3705 ACRE TRACT OF LAND OUT OF
THE RICHARD PEARSALL SURVEY, ABSTRACT 625
LOCATED IN HARRIS COUNTY, TEXAS
4 BLOCKS, 73 LOTS AND
6 RESTRICTED RESERVES



LOCATION MAP
(N.T.S.)
(KEY MAP # 539-Z)

FLOODPLAIN INFORMATION

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LOCATED IN HARRIS COUNTY, TEXAS
4 BLOCKS, 73 LOTS AND
6 RESTRICTED RESERVES

SCALE: 1" = 60' DATE: JULY, 2014
PAGE 2 OF 2

STATE OF TEXAS
COUNTY OF HARRIS

WE, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, BEAZER HOMES TEXAS HOLDINGS, INC., ACTING BY AND THROUGH BRUCE CRAIG, DIVISION PRESIDENT AND GREG COLEMAN, LD MANAGER-HOUSTON, BEING OFFICERS OF BEAZER HOMES TEXAS, L.P.; HEREIN REFERRED TO AS OWNERS WHETHER ONE OR MORE OF THE 17.3705 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF BAYSIDE CROSSING DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OURS HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENCES THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

IN TESTIMONY WHEREOF, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY BEAZER HOMES TEXAS HOLDINGS, INC., ITS GENERAL PARTNER, BY BRUCE CRAIG, ITS DIVISION PRESIDENT, ATTESTED HEREUNTO, BY ITS LD MANAGER-HOUSTON, GREG COLEMAN, AND ITS COMMON SEAL HEREUNTO AFFIXED BY THIS _____ DAY OF _____ 2014.

BEAZER HOMES TEXAS, L.P.
A DELAWARE LIMITED PARTNERSHIP

BY: BEAZER HOMES TEXAS HOLDINGS, INC.
ITS GENERAL PARTNER

BY: BRUCE CRAIG, DIVISION PRESIDENT

ATTEST: GREG COLEMAN, LD MANAGER-HOUSTON

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRUCE CRAIG, DIVISION PRESIDENT OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 2014.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREG COLEMAN, LD MANAGER-HOUSTON, OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 2014.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

I, ALBERT A. SYZDEK, JR., AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT; AND THAT ALL BEARINGS, DISTANCES, ANGLES, CURVE RADIIUSES, AND CENTRAL ANGLES ARE ACCURATELY SHOWN ON THE PLAT.

ALBERT A. SYZDEK, JR.
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 102423

I, BLAINE FISHER, REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY PERFORMED UNDER MY SUPERVISION AND THAT ALL BOUNDARY CORNERS, SINGLE POINTS AND POINTS OF CURVE HAVE BEEN, OR WILL BE, MARKED WITH FIVE-EIGHTHS INCH (5/8") IRON RODS NOT LESS THAN THIRTY (30) INCHES IN LENGTH AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS AS SPECIFIED IN THE CITY OF LA PORTE DEVELOPMENT ORDINANCE.

BLAINE FISHER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2500

CITY OF LA PORTE

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF LA PORTE, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF BAYSIDE CROSSING IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND ORDINANCES OF THE CITY OF LA PORTE AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____ 2014.

BY: TIM TIETJENS
DIRECTOR, PLANNING DEPARTMENT

BY: BOB ENG
LA PORTE CITY ENGINEER

BY: HAL LAWLER
CHAIRMAN, LA PORTE PLANNING AND ZONING COMMISSION

ATTEST:

BY: PEGGY LEE
SECRETARY, LA PORTE PLANNING AND ZONING COMMISSION

I, STAN STANART, CLERK OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____ 2014, AT _____ O'CLOCK ____M., AND IN VOLUME _____ OF,

PAGE NUMBER _____ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

BY: EX OFFICIO CLERK OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS ATTEST:

BY: _____
DEPUTY

Being all that certain 17.3705 acres (756,658 sq. ft.) of land situated in the Richard Pearsall Survey, A-625, Harris County, Texas, and being all of Lots 56 & 57 and portions of Lots 58, 59, 60, 63, 64 & 65 of the La Porte Outlots Subdivision as recorded under Volume (Vol.) 59, Page (Pg.) 313 of the Harris County Deed Records, and being out of a called 6.6322 acre tract conveyed to Lawrence B. Chapman, Trustee as recorded under Harris County Clerk's File (H.C.C.F.) No. H205928, and out of a called 25.8292 acre tract conveyed to Lawrence B. Chapman, Trustee as recorded under H.C.C.F. No. G933350 and a previously apportioned and occupied area of the north-south excess in the Block between North D Street and Main Street (Spencer Highway) said 17.3705 acre tract being more particularly described as follows:

(Bearings based on the Texas Coordinate System, South Central Zone, NAD83, 2011 Adjustment)

BEGINNING at a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for the northeast corner of the herein described tract, same being located in the south line of Lot 41 and the north line of Lot 60, as apportioned, of said La Porte Outlots, said point lying in the west right-of-way of Sens Road (width varies);

THENCE South 03°02'03" East, along said west right-of-way, a distance of 312.49 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for the most easterly southeast corner of the herein described tract;

THENCE South 86°58'35" West, over and across said 6.6322 acre tract, a distance of 725.27 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for an interior corner of the herein described tract and lying in the west line of a called 80 feet wide pipeline easement conveyed to Humble Pipeline Company as recorded under H.C.C.F. Nos. D550217 & D597345, Vol. 1093, Pg. 302, Vol. 2941, Pg. 218, Vol. 7527, Pg. 283, Vol. 2304, Pg. 258 of the H.C.D.R.;

THENCE South 08°44'42" East, along said west line of pipeline easement, a distance of 281.42 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for an angle point in the south line of the herein described tract;

THENCE South 86°56'46" West, a distance of 916.78 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for the southwest corner of the herein described tract, said point lying in the west line of the aforementioned 25.8292 acre tract, same being the east line of Block 1 of the Final Plat For Spencer Landing Subdivision Section 2 as recorded under Film Code (F.C.) No. 421149 of the Harris County Map Records (H.C.M.R.);

THENCE North 02°42'16" West, along the east line of said Block 1, a distance of 592.13 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for the northwest corner of said Lot 56, as apportioned, and a angle point in said east line of said Block 1;

THENCE North 86°41'45" East, along the north line of Lot 56 and the south line of Lot 41, as apportioned, of the aforementioned La Porte Outlots Subdivision, a distance of 280.96 feet to a 5/8-inch iron rod with a plastic cap stamped "Cobb Fendley & Associates" set for a angle point in the north line of the herein described tract, and the southeast corner of Lot 24 of said Block 1, said point being the southwest corner of a called 0.9358 acre tract conveyed to James Furlow as recorded under H.C.C.F. No. 20130280293;

THENCE North 86°59'53" East, along the south line of Lots 44 & 43 as apportioned and conveyed to James W. Furlow & wife Joan P. Furlow, as recorded under H.C.C.F. Nos. L884630 & L884631 and Lots 42 and 41 as apportioned and conveyed to the La Porte Independent School District, as recorded under H.C.C.F. NO. 5583257, a distance of 1329.68 feet to the POINT OF BEGINNING and containing 17.3705 acres (756,658 sq. ft.) of land more or less.

BLOCK 1	
PARCEL	AREA
1	7358
2	6549
3	6548
4	6546
5	6545
6	6543
7	6542
8	6540
9	6539
10	6537
11	6536
12	6325

BLOCK 2	
PARCEL	AREA
1	7702
2	6783
3	6783
4	6784
5	6784
6	6785
7	6785
8	6786
9	6786
10	6787
11	6787
12	6578

BLOCK 3	
PARCEL	AREA
1	6840
2	6832
3	6815
4	6789
5	6010
6	10179
7	9532
8	6003
9	6291
10	6292
11	6293
12	6294
13	6294
14	6001
15	9880
16	9916
17	6074
18	6169
19	6156
20	6142

BLOCK 3	
PARCEL	AREA
21	6127
22	10001
23	14795
24	9411
25	6445
26	6456
27	6458
28	6456
29	6455
30	6453
31	6452
32	6451
33	6449
34	6448
35	6446
36	6446
37	6988

BLOCK 4	
PARCEL	AREA
1	6094
2	6000
3	6000
4	6000
5	6000
6	6094
7	6094
8	6000
9	6000
10	6000
11	6000
12	6094



April 16, 2014

Planning and Development Department
City of Houston
P.O. Box 1562
Houston, TX 77251

Re: Bayside Crossing (Preliminary Plat)

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations (hereinafter referred to as "CenterPoint Energy"), has been asked to provide a Letter of No Objection for the above referenced plat dated March, 2014.

At this time, CenterPoint Energy has no objection associated with the general layout and utility easements as exhibited on said plat.

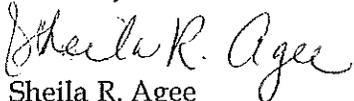
In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, CenterPoint Energy will require exclusive easements.

Upon completion of CenterPoint Energy's facility designs, dedicated utility easements may be determined inadequate by CenterPoint Energy. In these cases, the developer, his successors or assigns, will be required to provide CenterPoint Energy with exclusive easements.

This letter does not give consent to any abandonment of pre-existing easements, roads, alleys or street right-of-ways. Abandonment of any of the above requires a formal review, consent and/or closure process.

If there are any questions, please contact Sheila R. Agee at 713.207.6349.

Sincerely,


Sheila R. Agee
Senior Right-of-Way Agent

C: Alan Mueller <alan@gromatexas.com>

C: GiGi Childers <Stephanie.childers@centerpointenergy.com>

REF# 2014-0628A



July 10, 2014

Eric Ensey
City of LaPorte
604 W. Fairmont Pkwy
LaPorte, TX 77571

Re: No Objection for a Preliminary Plat of "**Bayside Crossing**".

Mr. Ensey,

Please accept this letter as notification that Comcast of Houston LLC, herein referred to as Comcast has no objections to the proposed Plat of Bayside Crossing, contained in the following description.

A Single-Family Residential Development being 17.3705 Acres tract of land out of the Richard Pearsall Survey, Abstract 625 located in Harris County, Texas 4 blocks, 73 lots and 6 restricted reserves.

Please feel free to contact me at 713-637-5025 with any questions that you may have.

Sincerely,

Chris Grey
Construction Supervisor, Design and Serviceability

Ensey, Eric

From: Miller, David [David_Miller4@cable.comcast.com]
Sent: Thursday, July 10, 2014 10:01 AM
To: Ensey, Eric
Cc: Bill Odle
Subject: Bayside Crossing NO Letter
Attachments: Bayside Crossing NO Letter.docx

If any questions let me know.

David Miller

Engineering Tech

Comcast Houston

8590 W Tidwell Rd

Houston, TX 77040

512.497.6744 Cell

David_Miller4@cable.comcast.com





At&t
510 Arkansas,
Rm. 200
South Houston, TX 77587

EXHIBIT B

T: 713-943-4938
F: 713-943-5699

July 9, 2014

Eric Ensley
City of La Porte
604 W Fairmont Parkway
La Porte, TX 77571

RE: Bayside Crossing
Spencer Hwy at Sens Rd
La Porte, TX 77571

Dear Mr. Ensley:

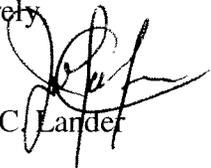
At&t is the primary provider of local network service to the above address and immediate surrounding area.

This area can be served by both fiber and copper cables originating from the Central Office at 502 West Polk, La Porte, Texas.

At&t is prepared to meet any and all service requests in this area, now and in the future.

If you have any questions, please call me at 713-943-4938.

Sincerely,


Jones C. Landet
At&t
Manager Engineering Design
Greenwood & La Porte Wire Centers

Certificate of Formation**Bayside Crossing Community Association, Inc.**

The undersigned acting as organizer of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I

The name of the corporation is Bayside Crossing Community Association, Inc., hereafter referred to as "Association".

ARTICLE II

The Association is a Texas non-profit corporation, and shall have all the powers and duties specified in and allowable under the Texas Business Organizations Code. No part of the assets or net earnings of the Association shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article IV below. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Certificate of Formation, the Association shall not carry on any other activities not permitted to be carried on by a Association exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code or corresponding section of any future federal tax code.

ARTICLE III

The period of the Association's duration is perpetual.

ARTICLE IV

The purposes for which the Association is formed are:

- (a) The enforcement and administering of the provisions of the Declaration of Covenants, Conditions and Restrictions for Bayside Crossing (the "Declaration") which has been or will be recorded in the Official Public Records of Harris County, Texas (the "Subdivision") and any other property which is subsequently annexed and made subject to the authority of the Association. In order to carry out such general purposes, the Association shall have the general power to:

(1) Fix Assessments (or charges) to be levied against Lots, and establish services, without the obligation to so provide, for the benefit of the Members;

(2) Insofar as permitted by law, this Certificate of Formation, the Bylaws, the Declaration or any other Dedicatory Instruments, to do any other

thing of a similar nature that will promote the common benefit and enjoyment of the Owners of the Subdivision, as authorized by the Certificate of Formation, Bylaws, Declaration, any other Dedicatory Instrument or permitted by law.

(b) Without limiting the foregoing general statement of purposes and powers, the Association shall have the power to:

(1) Cause to be kept a complete record of all its receipts and disbursements hereunder and maintain a statement thereof and a summary of the major activities on an annual basis;

(2) Monitor all agents and employees of the Association hereunder and to see that their duties are properly performed;

(3) Fix, levy and collect the amount of the Assessments and other charges to be levied against each Lot;

(4) Buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association, which shall include the power to foreclose its lien on any property subject to the Declaration by judicial or non-judicial means;

(5) Procure and maintain liability insurance upon the Board of Directors, its agents and employees, and insurance as deemed appropriate by the Board of Directors on Association assets or any other proper purpose;

(6) Exercise all powers reasonably necessary to effectuate the purposes of the Association;

(7) Manage, control, operate, maintain, preserve, repair and improve the Common Areas and any property subsequently acquired by the Association, or any other property owned by another for which the Association, by rule, regulation, Declaration, or contract, has a right or duty to provide such services.

(8) Borrow money for any purpose subject to such limitations as may be contained in the Dedicatory Instruments;

(9) Enter into, make, perform and enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, including but not limited to enforcement of the architectural control provisions contained in the Declaration;

(10) Provide or contract for services benefiting the Subdivision and/or the Owners including, without limitation or obligation, garbage removal and any and all supplemental municipal services as may be necessary or desirable;

(11) Contract with other associations, organizations, or groups to provide for the maintenance of property adjacent to or adjoining the Subdivision;

(12) Spend money for the improvement or maintenance of property in the vicinity of the Subdivision subject to the Declaration, or adjacent to or adjoining such property;

(13) Suspend the rights of any Owner, their guest or tenants to vote or use the Common Areas;

(14) Promulgate reasonable rules and regulations, adopt Board policies, and implement fines for violation of said rules and regulations;

(15) Enforce any and all covenants, conditions, restrictions and agreements applicable to the Subdivision;

(16) Compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Association;

(17) Commence or defend any litigation in the Association's name with respect to the Association or any Association property; and

(18) Control the appearance of the Subdivision.

The foregoing enumeration of powers shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent powers.

The Association shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of the Association as set forth above in Paragraphs (a) and (b) of this Article IV. The Association is organized pursuant to the Texas Business Organizations Code and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes and nothing contained in the foregoing statement of purposes shall be construed to authorize the Association to carry on any activity for the profit of its members, or to distribute any gains, profits or dividends to its members as such.

ARTICLE V

The Association shall be a membership corporation without certificates or shares of stock. All Owners, by virtue of their ownership of a Lot in the Subdivision subject to the Declaration, are Members of the Association. The Members shall be divided into two (2) classes and entitled to vote in accordance with the provisions contained in the Bylaws and the Declaration. Every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the Association and shall be a Class A Member with the exception of the Declarant. The Declarant and its designees shall be the Class B Membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

ARTICLE VI

The mailing address of the initial registered office of the Association is [REDACTED], and the name of its initial registered agent at such address is [REDACTED].

ARTICLE VII

The business and affairs of the Association shall be conducted, managed and controlled by a Board of Directors. The Board may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine. The initial Board of Directors shall consist of the following three (3) members, or their replacements, and shall serve an initial term until the Development Period expires pursuant to the Declaration:

Name	Address
1. Greg Coleman	10235 West Little York, Suite 200 Houston, Texas 77040
2. Vanessa Perez	10235 West Little York, Suite 200 Houston, Texas 77040
3. Julie Glass	10235 West Little York, Suite 200 Houston, Texas 77040

The number of directors after the initial Board of Directors may be changed by the Association or the Board of Directors as set forth in the Bylaws.

ARTICLE VIII

This Certificate of Formation may be amended by two-thirds (2/3) of the votes allocated to those Owners present at a meeting at which a quorum is present, provided, however, during the Development Period, the joinder of the Declarant will also be required.

ARTICLE IX

To the fullest extent permitted by Texas statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a director or the Association shall not be liable to the Association for monetary damages for an act or omission in the director's capacity as a director. Any amendment of this Certificate of Formation shall be prospective only and shall not adversely offset any limitation on the personal liability of a director of the Association existing at the time of such repeal or amendment.

- (a) Subject to the exceptions and limitations contained in Article IX
(b) hereof:

(1) Every person who is or has been a director, officer, or managing agent of the Association shall be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any demand, claim, action, suit (or threat thereof) or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a director or officer and against amounts paid or incurred by him in the settlement thereof;

(2) The words “claim,” “action,” “suit,” or “proceeding” shall apply to all claims, actions, suits, or proceedings (civil, criminal, or other, including appeals), actual or threatened, made or commenced subsequent to the adoption of this Certificate of Formation; and the words “liability” and “expenses” shall include, without limitation, attorneys’ fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

(b) No indemnification shall be provided hereunder to a director or officer or any other individual:

(1) Against any liability to the Association by reason of willful misfeasance, bad faith, gross negligence, breach of fiduciary duty, criminal misconduct or reckless disregard of the duties involved in the conduct of his office;

(2) With respect to any matter as to which he shall have been finally adjudicated not to have acted in good faith in the reasonable belief that his action was in the best interest of the Association;

(c) The rights of indemnification herein provided may be insured against by policies maintained by the Association, shall be severable, shall not affect any other rights to which any director or officer now or hereafter may be entitled, shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character described in Article IX hereof may be advanced by the Association before final disposition thereof upon receipt of an undertaking by or on behalf of the director or officers, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under Article IX.

ARTICLE X

THE ASSOCIATION, ITS BOARD OF DIRECTORS AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS, (“ASSOCIATION AND RELATED PARTIES”) SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE SUBDIVISION. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. LOT OWNERS AND OCCUPANTS, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-

UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. LOT OWNER AND OCCUPANTS, AS APPLICABLE, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT INSURERS AND THAT EACH LOT OWNER AND OCCUPANT ASSUMES THE RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY LOT OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.

ARTICLE XI

The Association may be wound-up and/or terminated only as provided in the Bylaws and by the laws of the State of Texas.

ARTICLE XII

The name and street address of the organizer is:

Name	Address
Greg Coleman	10235 West Little York, Suite 200 Houston, Texas 77040

ARTICLE XIII

In case of the resignation, death, failure, incapacity, removal or refusal to serve of any of the said initial directors prior to the end of the initial term, the remaining directors may appoint a substitute director or directors to serve the remainder of said initial term. The judgment of the directors, whether the directors are the initial directors or substitute directors in the expenditure of funds of the Association shall be final and conclusive, so long as such judgment is exercised in good faith.

ARTICLE XIV

The Bylaws of the Association shall be adopted by the Board of Directors of the Association and shall thereafter be amended or altered by a majority vote of the Board of Directors of the Association.

ARTICLE XVI

All capitalized terms used in this Certificate of Formation shall be defined in the same manner as defined in the Declaration, which definitions are incorporated herein by this reference.

IN WITNESS WHEREOF, for the purpose of forming the Association under the laws of the State of Texas, I, the undersigned, constituting the organizer of the Association, have executed this Certificate of Formation on this the ____ day of _____, 2014.

ORGANIZER:

By: _____
GREG COLEMAN, Organizer

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAYSIDE CROSSING**

After Recording Return To:

Stephanie Quade
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

Copyright © 2014 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Declaration may be used only in connection with the Bayside Crossing Subdivision and the operation of the Bayside Crossing Community Association, Inc.

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BAYSIDE CROSSING**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Declaration of Covenants, Conditions and Restrictions for Bayside Crossing, is made on the date hereinafter set forth by Beazer Homes Texas, L.P., a Delaware limited partnership, hereinafter referred to as the “Declarant.”

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Harris County, Texas platted as Bayside Crossing, a subdivision of 17.2135 acres and also being out of the Richard Pearsall Survey, Abstract 625, according to the map or plat thereof, filed on the ____ day of _____, 2014, under Clerk’s File No. _____ (the “Plat”) in the Plat Records of Harris County, Texas (the “Property” and/or “Bayside Crossing”, which term(s) shall include additional land as same may be annexed into the Bayside Crossing subdivision and made subject to this Declaration); and

WHEREAS, Declarant desires to develop the Property contained within the Subdivision (as same is defined hereinbelow) as a single-family, residential use subdivision, and to provide and adopt a uniform plan of development including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern the Property contained within the Subdivision; and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereinafter be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the amenities in said Subdivision and enforcement of this Declaration, to create an Association (hereinafter defined) to which shall be delegated and assigned the authority to administer and enforce these assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the Assessments (hereinafter defined); and

WHEREAS, there has been or will be incorporated one or more non-profit corporations created under the laws of the State of Texas, including the first being the Bayside Crossing Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. The Directors of which Association either have or will establish certain Bylaws by which the Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid and any other duties as set out in the Bylaws and/or other Dedicatory Instruments.

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold, used and enjoyed in accordance with, and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, and placed upon the Lots within the Subdivision and shall be covenants running with the land and be binding on all parties, now and at anytime hereinafter having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property.

The Property is subject to this Declaration, which may be amended or supplemented from time to time. Additionally, the Property is located within the Reinvestment Zone Number One, City of La Porte, Texas (the "TIRZ") and is further subject to that certain Development Agreement between and among the City of La Porte, Texas, the TIRZ, the La Porte Redevelopment Authority and the Declarant. If any conflict exists between all or any portion of the, the ordinances of the City of La Porte, the Development Agreement or the Declaration, the more restrictive provision shall control.

ARTICLE I. DEFINITION OF TERMS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized):

- A. "ARC" means the Architectural Review Committee established for the Property as set forth in this Declaration.
- B. "Assessment" means the assessments levied against all Lots for the purposes set out herein or any other charge authorized by this Declaration, the Bylaws, or rules and regulations.
- C. "Association" means one or more non-profit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the Bayside Crossing Community Association, Inc. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. No more than one such non-profit corporation shall be in existence at any one time. The Association is a Texas non-profit corporation that has jurisdiction over all properties located within the Subdivision, as same may be amended from time to time as additional property is annexed into the Subdivision (hereinafter defined) as allowed under this Declaration. For purposes of clarity, when "Association" is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.
- D. "Board" means the Board of Directors of the Association as provided within the Bylaws.

- E. “Builder” means an individual or entity that purchases a single or multiple Lots from the Declarant for the purpose of constructing Dwellings thereon, which Dwellings will be offered for sale to purchasers. “Builder” shall not include an individual or entity constructing additions onto a Dwelling already in existence, performing repairs or maintenance or re-constructing or replacing a Dwelling after demolition or destruction, either partial or complete.
- F. “Bylaws” mean the Bylaws of the Bayside Crossing Community Association, Inc., as they may be amended from time to time.
- G. “Common Area” means all real property owned in fee or held in easement, lease, or license by the Association for the common use and/or enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.
- H. “Community Wide Standard” means the standard of conduct, maintenance, or other activity generally prevailing throughout the Subdivision. Such standards may be defined in the Guidelines or rules and regulations. Such standards may be specifically determined, and modified, by the Declarant at any time during the Development Period, and thereafter by the Board and/or the ARC.
- I. “Declarant” means Beazer Homes Texas, L.P., a Delaware limited partnership, its successors and assigns as same may be evidenced by a written instrument recorded in the real property records of the Harris County Clerk’s office.
- J. "Development Period" means the period of time that Declarant reserves the right to facilitate the development, construction and marketing of the Subdivision and the right to direct the size, shape and composition of the Subdivision, which retained rights shall be vested in the Declarant until Declarant no longer owns any portion of the Property or such time as Declarant assigns or relinquishes all of its retained rights.
- K. “Declaration” means this Declaration of Covenants, Conditions, and Restrictions for Bayside Crossing, which encumbers the Property, and any other property brought under the control of this Declaration, or any supplemental declaration, annexation agreement and/or amendment thereto.
- L. “Dedicator Instruments” shall mean each document governing the establishment, maintenance and operation of the Subdivision, including but not limited to the Declaration, Bylaws, Certificate of Formation, and similar instruments governing the administration or operation of the Association, as well as any and all rules, Guidelines and policies, and any supplements or amendments to such documents, enforceable by the Association.
- M. “Deed Restriction Violation” means a condition on a Lot that does not comply with the terms and conditions of all Dedicatory Instruments covering the establishment, maintenance, and operation of the Subdivision. Failure to pay all amounts due and owing on a Lot shall also be considered a Deed Restriction Violation.

- N. “Dwelling” means a main residential structure constructed on a Lot or Homesite intended for single family residential use.
- O. “Guidelines” means general, architectural, and/or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot and/or construction types and aesthetics, which Guidelines may be promulgated and amended by the Declarant (during the Development Period) and thereafter by the Association or the ARC, without notice to Owners. There shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines may be promulgated by the Association, ARC, or Declarant, pursuant to the terms set forth herein, and enforceable by the Association.
- P. “Hardscape” shall include but not be limited to such items as rocks, landscape timbers, railroad ties, fountains, statuary, sculpture, terracing materials, lawn swings, and yard art.
- Q. “Homesite” means one or more Lots upon which a single-family Dwelling may be erected subject to this Declaration.
- R. “Lot” means a parcel of Property defined as one Lot by the Plat and/or any replat thereof recorded in the real property records of Harris County, Texas, and encumbered by this Declaration, and restricted to single-family residential use. Homesites may be comprised of more than one Lot; each such Lot will be subject to the rights and duties of membership in the Association. There shall be an Assessment due for each Lot owned as defined by the then-plat of record, subject to the limitations herein. Notwithstanding anything contained herein to the contrary, this definition shall not include any Lot for so long as it is being used by Declarant as a model home Lot and/or a sales information center.
- S. “Member” means an Owner, as defined in this Article, subject to the provisions set forth in this Declaration.
- T. “Member in Good Standing” shall mean Declarant and a Member (a) who is not delinquent in the payment of any Assessment against the Member’s Lot or any interest, late charges, costs or reasonable attorney’s fees added to such Assessment under the provisions of the Dedicatory Instruments or as provided by law, (b) who is not delinquent on payments made pursuant to a payment plan for Assessments, (c) who does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice of a hearing to be held by the Association or its designated committee, or beyond, and which remains unresolved as of the date of determination of the Member’s standing, (d) who has not failed to pay any fine levied against the Member and/or the Member’s Lot pursuant to the Dedicatory Instruments, and (e) who has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one Occupant of a

- particular Dwelling does not qualify as a Member in Good Standing, then all Occupants of such Dwelling shall not be considered as Members in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner shall not qualify as a Member in Good Standing as to all Lots owned by the Owner.
- U. "Occupant" shall mean residents, tenants, lessees, guests, and invitees of any Lot or Dwelling within the Properties for any period of time.
 - V. "Outbuildings" shall mean and refer to structures such as (by way of example and not limitation) storage buildings, sheds, greenhouses, gazebos and shade trellises.
 - W. "Owner" means an owner of any portion of the Property. Persons or entities holding title only as a lienholder shall not be an Owner for purposes of this Declaration.
 - X. "Recreational Sites" means Common Area property that is set aside for use as recreational facilities, reserves, or green space and is encumbered by this Declaration, a recorded plat, or both.
 - Y. "Special Assessment" means an Assessment levied pursuant to the terms set forth herein, for a specific purpose.
 - Z. "Supplemental Amendment" or "Annexation Agreement" shall mean an amendment or supplement to this Declaration, executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Declarant or the Association pursuant to the provisions of this Declaration to subject additional property to this Declaration.
 - AA. "Subdivision," the "Property," and/or "Bayside Crossing" means the Bayside Crossing Subdivision located in Harris County, Texas. As of the date of this Declaration, the Subdivision is more particularly described in the Plat. The Subdivision may be supplemented as additional land is annexed into the Subdivision by the recording of an Annexation Agreement or Supplemental Amendment.

ARTICLE II. PURPOSE AND INTENT

The Subdivision, as initially planned, is intended to be a single-family, residential development that is planned to feature residential uses. This Declaration shall serve as the means by which design, maintenance and use of the Property, and additional property made a part of the Subdivision, will be established. Declarant reserves the right to change the initial development plan for residential uses to include a mix of both residential and commercial uses within the Bayside Crossing development.

ARTICLE III. PROPERTY SUBJECT TO RESTRICTIONS

A. Property Initially Encumbered

The Property that is initially encumbered by this Declaration and is therefore a part of the Subdivision is more particularly described in the Plat. Owners of the Property are Members of the Association and have executed this Declaration.

B. Annexation of Additional Property

Without the joinder of any other Owners or Members, the Declarant reserves the exclusive right for twenty-five (25) years following the recording of this Declaration to annex any additional property into the Subdivision. Such annexation shall be accomplished by the execution and filing for record of a Supplemental Amendment or Annexation Agreement setting forth the land being annexed and/or the specific restrictions relating to such property, if different. Any Supplemental Declaration or Annexation Agreement may contain covenants, conditions, restrictions and easements which apply only to the real property annexed and/or may create exceptions to, or otherwise modify, the terms of this Declaration as they may apply to the real property being annexed in order to reflect the different or unique character and/or intended use of such real property.

The right of the Declarant to annex land under this Section shall pass to the Association upon the expiration of the twenty-five (25) year term granted above.

C. De-annexation of Property

During the Development Period, the Declarant, without the joinder of any other Owners or Members, may de-annex from the Subdivision any property owned by the Declarant. During the Development Period, property not owned by the Declarant may be de-annexed with the prior written consent of the Declarant.

ARTICLE IV. ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND BOARD OF DIRECTORS

A. Eligibility

Eligibility to vote, or serve as a director or officer of the Board, after the expiration of the term of the initial Board shall be predicated upon that person being a Member of the Association. Nothing contained herein creates a fiduciary duty owed by the Board to the Members of the Association.

B. Membership

The sole criteria to become a Member of the Association is to hold title to a Lot within the Subdivision. This is not to imply that any holder of a mere security interest (such as a mortgagee, or holder of any other lien against property) would be a Member, unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s). Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and

cannot be separately conveyed to any party or entity. All duties and obligations set forth in this Declaration are the responsibility of each Member. No waiver of use of rights of enjoyment created by this Declaration shall relieve Members or their successors or assigns of such duties or obligations. Mandatory membership shall begin with the execution of this Declaration and pass with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of Members.

In consideration for payment of Assessments, all Owners of Lots in the Subdivision, and subsequently annexed sections if any, shall have the right to the use and enjoyment of the Common Area in the Subdivision. Owners who are not Members in Good Standing may be prohibited from utilizing Common Areas in the Subdivision.

C. Voting Rights

Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case shall such multiple Owners cast portions of votes. The vote (or votes, in the case of Class B Members) attributable to any single Lot must be voted in the same manner (i.e. all Owners of the Lot for, or all Owners of the Lot against a particular issue) but in no event can there be more than one Class A vote cast per Lot. The Association shall have two classes of membership, Class A and Class B, as follows:

1. Class A Membership

Class A Members shall be all Members with the exception of Class B Members, if any. Each Class A Member's voting rights shall be based on the number of Lots owned and shall be determined as follows:

One (1) vote shall be granted to Class A Members for each Lot owned.

2. Class B Membership

Class B Members shall include the Declarant and such Owners as the Declarant may, in its sole discretion, confer Class B Membership status upon. Such conferring of Class B Membership shall be in writing by the Declarant. Each Class B Member's voting rights shall be based on the number of Lots owned, and shall be determined as follows:

Ten (10) votes shall be granted to Class B Members for each Lot owned.

D. Voting Procedures

Class A and Class B Members shall exercise their votes as set out in the Dedicatory Instruments.

E. Right to Appoint/Elect Board of Directors

Declarant shall retain the authority to appoint all members of the Board of Directors of the Association until not later than the tenth (10th) anniversary of the date this Declaration was recorded in the Real Property Records of Harris County, Texas, by which time one-third (1/3) of

the Board members (who must be Members of the Association) must be elected by the Owners other than the Declarant, as set forth in the Bylaws. After such anniversary, Declarant shall retain the authority to appoint the remaining two-thirds (2/3) of the members of the Board of Directors of the Association until such time as Declarant no longer owns any portion of the Property. The Declarant may assign to the Association its authority to appoint some or all (as applicable) members of the Board of Directors of the Association, with such assignment evidenced by an instrument recorded in the Real Property Records of Harris County, Texas.

Upon termination of Declarant's authority to appoint two-thirds (2/3) of the members of the Board of Directors of the Association, any remaining Class B Members shall be converted to Class A Members and elections shall be held to elect the members of the Board of Directors of the Association (who must be Members of the Association) pursuant to the provisions of the Certificate of Formation and the Bylaws of the Association. In the event Class B Membership terminates pursuant to the above provisions, and thereafter additional property is annexed into the jurisdiction of the Association, which results in the Declarant owning property in the Subdivision, only Declarant's Class B Membership shall be restored (no other previously designated Class B Membership shall be restored), until it again terminates as specified hereinabove. Notwithstanding anything contained herein to the contrary, the Declarant may assign, temporarily or permanently, all or a portion of its rights as Declarant to any person(s).

ARTICLE V. EFFECTIVE DATE OF DECLARATION

This Declaration shall be effective as of the date this document is recorded in the Real Property Records of Harris County, Texas.

ARTICLE VI. USE RESTRICTIONS

Notwithstanding anything contained herein to the contrary, the provisions of this Article, "Use Restrictions" shall apply only to Lots unless other portions of the Property are specifically included in said provisions.

A. Residential Uses Permitted

Homesites within the Subdivision shall be used exclusively for single-family residential purposes. The term "Single-Family" as used herein shall refer not only to the architectural design of the Dwelling but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. Single-Family shall mean the use of and improvement to a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein. In no case may a Lot contain more than one Dwelling. No multi-family Dwellings may be constructed on any Lot. No building, Outbuilding or portion thereof shall be constructed for income property, such that Occupants would occupy less than the entire Lot and/or Homesite.

It is permitted for Owners to lease a Dwelling in the Subdivision, so long as Occupants are leasing the entire land and improvements comprising the Homesite. "Leasing" for purposes of this Declaration, is defined as occupancy of a Dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee,

service, gratuity, or emolument. No fraction or portion of any Dwelling may be leased or rented. All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments of the Subdivision by an Occupant or Occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the Occupant in such event. Rental or lease of the Lot and Dwelling shall not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments.

No Dwelling may be occupied by more than one single family. By way of illustration, the following are examples of an approved single family:

EXAMPLE NO. 1: Owners are Husband and Wife and reside in Dwelling.

Additional approved residents are:

- a) children of husband and/or wife;
- b) no more than a total of 2 parents of the husband or wife;
- c) one unrelated person; and
- d) one household employee

EXAMPLE NO. 2: Owners are Domestic Partner One and Domestic Partner Two and reside in Dwelling.

Additional approved residents are:

- a) children of either or both domestic partners;
- b) no more than a total of 2 parents of the domestic partners;
- c) one unrelated person; and
- d) one household employee

EXAMPLE NO. 3: Owners are Roommate One and Roommate Two and reside in Dwelling.

Additional approved residents are:

- a) children of either or both roommates;
- b) no more than a total of 2 parents of the roommates;
- c) one unrelated person; and
- d) one household employee

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

B. Non-Permitted Uses

1. No trade or business may be conducted in or from any Dwelling, Lot or Homesite, except such use within a Dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation to the Dwelling or Homesite by clients, customers, suppliers or other business invitees or

door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. The uses set out in this Section 1 (a) through (d) shall be referred to singularly or collectively as an “Incidental Business Use.” At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a Deed Restriction Violation. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited.

The terms “business” and “trade” as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to persons other than the provider’s family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant, or by a Builder with approval of the Declarant, with respect to its development and sale of the Property. Garage sales, attic sales, estate sales, moving sales, or yard sales (or any similar vending of merchandise) conducted on any Homesite more than once per year shall be considered business activity and therefore prohibited. The Association may, but is not required to, adopt rules and regulations regarding such sales.

2. No vehicles displaying signs or advertising shall be permitted to be parked within public view in the Subdivision, other than service vehicles contracted by Owners to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twelve (12) hours per week in the Subdivision, without prior written permission of the Board, whose approval may be issued or withheld at its sole and absolute discretion.

3. No livestock, domestic or wild animals, nor plants or crops shall be raised on any Homesite, Lot, or any portion of the Property for the purpose of breeding or selling same, whether for profit or not. Exchange of such animals, plants or produce for anything of value to the seller shall constitute a sale of the merchandise and therefore prohibited under this provision.

C. Animals and Pets

No animals, livestock, including swine or poultry of any kind shall be raised, bred, or kept on any portion of the Subdivision, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2) pets, may be permitted in or on a Homesite or in a Dwelling. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born

to a permitted pet prior to the time that the animals in such litter are three (3) months old. No pets are permitted to roam free. No animals or pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats shall at all times whenever they are outside a Dwelling and/or fence, be confined on a leash which must be held by a responsible person.

D. Antennas

No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Homesite, which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant, by promulgating this Section, is not attempting to violate the Telecommunications Act of 1996 (the "1996 Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas shall be subject to rules and regulations which may be promulgated by the Board setting out preferred alternate locations for antennas.

Declarant and the Association shall have the right, without the obligation, to erect an aerial, satellite dish, or other apparatus (of any size) for a master antenna, cable, or other communication system for the benefit of all or any portion of the Subdivision, should any master system or systems require such exterior apparatus.

E. Basketball Goals and Backboards

No basketball goal, net and/or backboard may be kept, placed or mounted upon any Lot or kept, placed, attached or mounted to any fence or Dwelling without prior written approval by the ARC. All basketball goals and/or backboards are subject to the Guidelines as to type, location, and hours of use. All basketball goals and/or backboards shall at all times be maintained and kept in good condition. If any basketball goal, net and/or backboard is placed within the Subdivision in violation of this Declaration, the Association or its agents shall be authorized to exercise its Self Help remedy, as set forth in this Declaration, to bring the Owner's Lot into compliance with this provision.

F. Common Area

The Association, subject to the rights of the Members set forth in this Declaration and any amendments or Supplemental Amendments thereto, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition. No Member may appropriate any portion of the

Common Area or any improvement thereon for his or her own exclusive use. Any Member or his or her guests, family or invitees that cause damage to the Common Area shall be financially responsible for said damage. The cost of repair, if not timely paid by the Member (within thirty [30] days) shall be assessed against the Member's Lot and secured by the continuing lien set forth in this Declaration.

G. Exterior Seasonal Decorations

The display of exterior seasonal decorations, by way of illustration but not limited to lights, banners, flags, wreaths, shall be subject to reasonable rules and regulations, if any, promulgated by the Board. Such rules may address the appearance and length of time of such display. Such display shall be maintained and kept in good condition at all times. If any exterior seasonal decorations are placed, or remain, within the Subdivision in violation of this Declaration or the Dedicatory Instruments, the Board or its agents shall be authorized to exercise its Self Help remedy, to bring the Owner's Lot into compliance with this provision.

H. Flags and Flagpoles

The size, number, and placement of flagpoles, and the display of flags within the Subdivision, shall be subject to any Guidelines, rules or policies adopted by the Association.

The Declarant, by promulgating this Section, is not attempting to violate any local, state or federal law. This Section shall be interpreted to be as restrictive as possible while not violating any laws of the State of Texas and/or the United States of America.

I. General Nuisances

No portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the Subdivision that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, or serenity of the Owners and/or Occupants of surrounding Homesites and users of the Common Areas.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Subdivision. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision. No outside burning of wood (except for wood burned in approved outdoor fire pits and fireplaces), leaves, trash, garbage or household refuse shall be permitted within the Subdivision. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Property, unless required by federal, state or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Subdivision.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot or Homesite. The pursuit of

hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Subdivision. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

Notwithstanding anything contained herein to the contrary, the Association shall have the right but not the obligation to enter upon any Common Area and/or street right-of-way and remove signs not authorized by the Board in advance, and/or to regulate (including, but not limited to, the prohibition of) street vending and similar non-approved activities.

No portion of the Subdivision shall be used, in whole or in part, in a way that creates a nuisance within the Subdivision. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the Board. The Board may adopt rules or policies to further define what constitutes a nuisance, as warranted.

J. Monuments and Fences

The Declarant and/or the Association are hereby granted an easement to place, maintain and repair a monument or marker at any entrance to the Subdivision.

On all Lots, side and rear fencing shall be required and shall be in a location and of a material and design as required by the Guidelines and as approved in writing by the ARC.

Owners shall be responsible for the maintenance, repair and/or replacement of all fences in existence at time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of the Lot Owners on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain any fence in a manner consistent with the Community Wide Standard in the sole discretion of the Board, the Board may exercise its Self Help remedy pursuant to the terms set forth in this Declaration, and shall have the right, but not the obligation, through its agents, contractors and/or employees to enter such Lot for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner(s) having such obligation to maintain and shall be secured by the continuing lien on the Lot.

K. Outbuildings

Outbuildings shall not be constructed or placed on a Lot within the Subdivision without the prior written approval of the ARC. Reasonable Guidelines may be established from time to time addressing factors including, but not limited to, the appearance, type, size, quality and location of Outbuildings on a Lot.

L. Outside Storage and Trash Collection

No equipment, machinery, or materials of any kind or nature shall be stored on any Homesite forward of the fence at the front wall of the Dwelling situated thereon, unless the equipment, machinery or materials is being used temporarily (not more than one week) and is incident to repair or construction of the Dwelling or Homesite. All equipment, machinery, and materials shall be properly stored out of sight of every other Homesite immediately after use of such item, and all trash, debris, excess, or unused materials or supplies shall likewise be disposed of immediately off of the Homesite, or stored out of view until trash collection occurs.

Trash may only be placed outside for collection the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection.

M. Parking and Prohibited Vehicles

No commercial vehicles or non-motorized vehicle, by way of example and not limited to tow trucks, plumbing or similar service type vans or trucks, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, street, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the ARC. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) are qualified by current vehicle registration and inspection stickers; (c) are currently licensed and in daily use as motor vehicles on the streets and highways of the State of Texas; (d) do not exceed Eighty inches (80") in height, or One Hundred inches (100") in width and (e) have no advertising or signs located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk or be parked on a grassy area. The restriction concerning advertising and signs shall not apply to any vehicles, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a Dwelling in the immediate vicinity. Storage of any vehicles in the street is prohibited. Storage shall mean the parking of a vehicle for the shorter of: (i) seventy-two (72) consecutive hours or (ii) seven (7) days in any calendar month, whichever occurs first.

Vehicles to be parked on a Homesite must meet the restrictions of this Declaration and the Dedicatory Instruments, and at all times be operable, unless otherwise completely concealed in an enclosed garage, have current license tags, current state inspection stickers, and comply with current mandatory insurance under the laws of the State of Texas. Any vehicle not in daily use as a motor vehicle on the streets and highways of the State of Texas and not in compliance with the foregoing shall be considered stored on the property and such storage is strictly prohibited unless same is completely concealed in an enclosed garage. A vehicle that cannot

physically fit within the designed garage of the Dwelling with the door closed will be construed as a vehicle not incident to residential use of a Homesite. Additional rules and regulations for the use, maintenance and parking on private and/or public streets may be promulgated by the Association.

Recreational vehicles, such as mobile homes, motor homes, campers, and boats are not considered vehicles incident to the residential use of a Homesite and therefore are not permitted to be stored on Homesites for any period of time greater than forty-eight (48) hours. A recreational vehicle with not more than two (2) axles may be parked in front of or on the Homesite for up to forty-eight (48) hours for loading, and unloading only.

Parking of any vehicle other than in a driveway or within an enclosed garage of a Homesite or other paved area provided for parking is expressly prohibited. The Owners of any Lot, by virtue of ownership of Property within the Subdivision, hereby contractually covenant and agree that the Association has jurisdiction over the public streets within the Subdivision, and shall have the right without the obligation to enforce the ban on parking on the public streets.

Notwithstanding anything contained herein to the contrary, the Board may promulgate parking rules which may change the dimensions of permitted vehicles and/or the length of time for temporary parking or storage of vehicles. If there is a conflict between this Section and parking rules promulgated by the Board, the parking rules shall control.

The Association may establish from time to time reasonable rules regarding the use, maintenance and parking of vehicles on private and/or public streets, and the Association has discretion to determine the various types of vehicles that fall within the scope of any such rules.

N. Play Structures

Play Structures (as defined herein) shall not be constructed or placed on a Lot within the Subdivision without the prior written approval of the Board. Guidelines may be established from time to time regarding play forts, play houses, swing sets and other recreational equipment ("Play Structures"), taking into account such factors including but not limited to the overall height, size, location and number of Play Structures placed on a Lot. In setting the Guidelines, factors including but not limited to the size and configuration of the Lot, the location of the Lot in the community, the location of the Play Structure on the Lot, the type of fencing on the Lot and visibility of the Play Structure from streets, Common Areas and amenities may be taken into account.

O. Screening

No Owner or Occupant of any portion of the Property shall permit the keeping of articles, goods, materials, utility boxes, refuse, trash, storage tanks, or like equipment on the Property which may be considered a nuisance or hazard in the sole discretion of the Board. Air conditioners, utility boxes, garbage containers, antennas to the extent reasonably possible and pursuant to the terms set forth herein, or like equipment, shall not be kept in the open, exposed to public view, or exposed to view from adjacent Homesites and must be screened from view and placed in a location first approved in writing by the ARC. Such screen shall be of a height at

least equal to that of the materials or equipment being stored, but in no event shall such screen be more than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from grade view from adjacent Dwellings or Common Area. Utility boxes must be screened so that they are not visible from the street and as may be set out in the Guidelines. A combination of trees, hedges, shrubs or fences should be used as screening material, as same may be set out in the Guidelines. All screening designs, locations, and materials are subject to prior written ARC approval. Any such screening installed must be maintained in a clean and neat manner at all times, and may not detract from the appearance of the Property.

P. Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

1. For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale.
2. Political Signs. Not more than one sign per political candidate or ballot item, not exceeding 4' x 6' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be displayed before the ninetieth day preceding the date of the election and shall be removed before the tenth day after such election.
3. School Spirit Signs. Signs containing information about one or more children residing in the Dwelling and the school they attend shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There shall be no more than one sign for each child residing in the Dwelling, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year.
4. Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for a "Child Find" program or a similar program sponsored by a local police and/or local fire department.

All signs and emblems within the Subdivision are subject to Guidelines that may be promulgated by the Board and/or the ARC.

A Builder and/or the Declarant may place certain information and advertising signs on Lots without the prior permission of the ARC, so long as such signs are similar to those listed as

acceptable for Builder use in the Guidelines promulgated by the ARC, and so long as such signs do not otherwise violate this Declaration.

If any sign is placed within the Subdivision, including but not limited to the streets, street right-of-ways, and Common Areas, in violation of this Declaration or the Dedicatory Instruments, the Board or its agents shall have the right but not the obligation to enter upon any Lot, Homesite, street, street right-of-way, and Common Areas and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

Guidelines may be established from time to time addressing the display of signs, including but not limited to billboards, posters, school activities, political signs, security signs/stickers and advertising devices within the Subdivision. The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain signs and other advertising devices on land they own and on the Common Area as is customary in connection with the sale of developed tracts and newly constructed residential Dwellings. In addition, the Declarant and the Association shall have the right to erect and maintain directional and informational signs along the streets within the Property and identifying signs and monuments at entrances to the Subdivision.

Q. Swimming Pools/Spas

No above ground swimming pools are permitted. All swimming pools and spas require prior written approval by the ARC as set forth herein.

R. Tree Removal

No trees greater than three (3) caliper inches to be measured at a point six (6) inches above grade shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in writing by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the Board may determine necessary, in its sole discretion, to mitigate the damage.

S. Window Air Conditioning Units

No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the Lots, with the exception that window or wall type air conditioners shall be permitted for the benefit of a garage if such air conditioning unit is located at the rear of the garage unit, is screened from public view, and is screened from view by any other Lot, Common Area or Dwelling. All window air conditioning units require prior written ARC approval as set forth herein.

All livings areas within the home, including any room additions, must be centrally air-conditioned, unless otherwise approved by the ARC. Units that are alternatives to centrally air-conditioned units must be screened from public view, and will require ARC approval.

T. Wind Turbines

No device used to convert wind into energy, including by way of illustration and not limitation, wind turbines, wind pumps, wind chargers and windmills, shall be permitted to be used, placed or maintained in any location within the Subdivision. Provided, however, this provision does not apply to Common Areas within the Subdivision. The Board shall have the sole discretion to determine what devices are prohibited pursuant to this provision.

U. Window Treatments

Within three (3) months of occupying a Dwelling on any Homesite, an Owner shall install appropriate window treatments in keeping with the Community Wide Standard. Appropriate window treatments would include, by way of illustration and not limitation, curtains and draperies with backing material of white, light beige, cream, light tan, or light gray; blinds or miniblinds of the same colors or natural wood; and/or shutters of the same colors or natural wood. No other window treatment color may be visible from the exterior of the Dwelling. The Board shall have the sole discretion to determine what window treatments are appropriate.

Expressly prohibited both before and after the initial three (3) months of occupancy are any temporary or disposable coverings not consistent with the Community Wide Standard, such as reflective materials, newspapers, shower curtains, fabric not sewn into finished curtains or draperies, other paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as the Subdivision.

ARTICLE VII. NOTICES AND EASEMENTS

A. Easements for Green Belt, Flood Water and Other Landscape Reserves

Declarant and Association reserve for themselves and their successors, assigns and designees the non-exclusive right and easement, but not the obligation, to enter upon the green belts, landscape reserves located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any of the Common Area, (b) to remove trash and other debris and fulfill their maintenance responsibilities as provided in this Declaration. Declarant's rights and easements hereunder shall be transferred to the Association at such time as Declarant shall cease to own any portion of the Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, and transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any portion of the Property abutting or containing any portion of any of the green belts and landscape reserves to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

There is further reserved, for the benefit of Declarant, the Association, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over Common Areas in order to enter upon and across such portions of the Property for the purpose of exercising rights and performing obligations under this Declaration. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the

intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, heavy rainfall, or other natural disasters.

There is further reserved for the Declarant, the Association and/or their designees an easement for the over spray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to any landscape/open space reserves, greenbelts, canals, ponds, or other bodies of water.

B. Easements to Serve Additional Property

The Declarant and Association and its duly authorized agents, representatives, and employees, as well as its designees, successors, assignees, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of any annexed property, whether or not such Property is made subject to this Declaration. This easement includes but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on any annexed property.

Declarant agrees that if an easement is exercised for permanent access to any annexed property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving the property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Property.

C. Utilities and General

There are hereby reserved unto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Harris County and any utility companies) access and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any or all of the following which may exist now or in the future: cable television systems, master television antenna systems, monitoring and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property that Declarant owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Dwelling; any damage to a Homesite resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Homesite.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, cable company and natural gas supplier easements across all

the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters boxes, installation equipment, service equipment, and any other device, machinery or equipment necessary for the proper functioning of the utility; however, the exercise of this easement shall not extend to unauthorized entry into the Dwelling on any Homesite, except in an emergency. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Board or Declarant.

D. Commercial Uses

While the initial development plan for the Bayside Crossing Subdivision features a residential community, this plan is subject to change and may be expanded to include commercial uses. Any additional land that may be annexed into the Bayside Crossing Subdivision for commercial purposes may be subject to the jurisdiction of the Association.

E. Reserves

Owners of Lots within the Subdivision are advised that there exist in the Subdivision Restricted Reserve "A" restricted in its use to landscape; Restricted Reserve "B", restricted in its use to landscape/drainage, ~~Restricted Reserve "C" restricted in its use to Park use,~~ and Restricted Reserve "D" restricted in its use to detention/landscape/recreation; and Restricted Reserves "E" and "F" restricted in their use to Landscape/pipeline Easement (hereinafter collectively referred to as the "Restricted Reserves"). Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, and/or any future change in use of the Restricted Reserves.

Each Owner of a Lot within the Subdivision hereby agrees to (a) release the Declarant and the Association, and their respective successors and assigns, from any liability for the placement, construction, design, operation, maintenance and replacement in or of the Restricted Reserves, and (b) indemnify each of such released parties from any liability arising out of or related to such Lot Owner's use of a Restricted Reserve. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Restricted Reserves. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to the Restricted Reserves. The Declarant, its successors and assigns, and/or the Association have the right to promulgate rules and regulations governing the use of the Restricted Reserves. Owners whose lots are adjacent to or abut the Restricted Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Restricted Reserves to its condition immediately prior to said infiltration.

Owners of Lots within the Subdivision are advised that there exists in the Subdivision Restricted Reserve "C" restricted in its use to Park use (referred to as the "Park Reserve"). Each Owner of a Lot within the Subdivision hereby agrees to (a) release the Declarant and the Association, and their respective successors and assigns, from any liability for the placement, construction, design, operation, maintenance and replacement in or of the Park Reserve, and (b) indemnify each of such released parties from any liability arising out of or related to such Lot Owner's use of the Park Reserve. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Park Reserve. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, and/or any future change in use of the Park Reserve. The Park Reserve will be maintained by the City of La Porte, and is dedicated via the Plat to the City of La Porte for public park use.

F. Easements

Owners of Lots within the Subdivision are advised there exist the following pipeline easements within the Subdivision which easements are described in detail in the Harris County Deed Records as follows: (i) a 50' Defense Plant Corporation & Texas Eastern Transmission Corporation Easement, Clerk's File No. D565301, Vol. 1273, Pg. 287, Vol. 1093, Pg. 302, Vol. 1683, Pg. 697; (ii) 80' Humble Pipeline Company Easement, Clerk's File No. D550217, Vol. 1093, Pg. 302, Vol. 2941, Pg. 218, Vol. 7527, Pg. 283; (iii) 80' Gulf Refining Company & Gulf Oil Corporation Easement Clerk's File No. D597345, Vol. 2304, Pg. 258; (iv) 80' Amoco Pipeline Easement, Clerk's File No. D580231, referred to collectively as the "Pipeline Easements". Owners hereby agree to hold harmless the Declarant and the Association, and their respective successors and assigns and release them from any liability for the existence, placement, and/or maintenance of the Pipeline Easements and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental odor, noise, lighting, and/or visibility of the Pipeline Easements and/or traffic which may occur due to the existence and use of the Pipeline Easements. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, and/or the Declarant have made no representations or warranties; nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to any use and/or future change in use of the Pipeline Easements.

G. Pond Maintenance Easement

Owners of Lots within the Subdivision are advised that a portion of the Property is subject to the terms and conditions of that certain Declaration of Detention Pond Easements and Maintenance Obligations recorded under Harris County Clerk's File No. 20140082554 in the Official Public Records of Real Property of Harris County Texas (the "Pond Agreement"). As set forth in the Pond Agreement, Restricted Reserve "D" (which is described in the Pond Agreement as Pond A) and Pond B (Pond A and Pond B are described in detail in the Pond Agreement) shall be maintained by the owner of the Remainder Tract (as same is defined in the Pond Agreement) and the Declarant and the costs of such maintenance shall be shared as set forth in the Pond Agreement. Declarant's rights and easements hereunder shall be transferred to

the Association at such time as Declarant shall cease to own any portion of the Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, and transfer such rights by a written instrument. The Declarant and the Association's allocated costs of maintenance of Pond "A" and Pond "B" shall be payable as common expenses and shall be an approved expenditure of assessment funds.

ARTICLE VIII. DEED RESTRICTION ENFORCEMENT

A. Authority to Promulgate Rules, Policies and Guidelines

The Board has the authority, without the obligation, to promulgate, make, modify, amend, cancel, limit, create exceptions to, and enforce reasonable rules and regulations policies, and Guidelines (pursuant to the terms set forth herein), including but not limited to rules and policies concerning enforcement of the covenants and restrictions contained in this Declaration, any Supplemental Amendment and/or amendments concerning the use and enjoyment of the Property, including without limitation, rules limiting the use of the Common Area, establishing and setting the amount of fines for violations of this Declaration or any Dedicatory Instrument, and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules and regulations, policies and Guidelines shall be binding upon all Owners and Occupants, if any. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

B. Attorney's Fees and Fines

In addition to all other remedies that may be available, after giving notice and an opportunity to be heard as may be required by §209 of the Texas Property Code, as same may be amended, the Association has the right to collect attorney's fees and/or fines as set by the Board from any Owner that is in violation of the Dedicatory Instruments, any applicable Supplemental Amendment or amendments, any Guidelines, or any other rule or regulation promulgated by the Association. Said attorneys fees and fines shall be added to the violating Owner's Assessment account and shall be secured by the continuing lien on the Lot.

C. Remedies

Every Owner shall comply with all provisions of the Dedicatory Instruments. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association. In addition, the Board has the authority, but not the obligation, to enforce the covenants, conditions and restrictions contained in the Dedicatory Instruments, and to regulate the use, maintenance, repair replacement, modification, and appearance of the Subdivision, and may avail itself of any and all remedies provided in the Dedicatory Instruments. Notwithstanding anything contained herein to the contrary, the Board shall have no duty, legal or otherwise, to institute legal or other proceedings on behalf of or in the name of an Owner.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iii) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

D. Enforcement by Owners

Each Lot Owner is empowered to enforce the covenants, conditions and restrictions contained in the Dedicatory Instruments; provided, however, no Owner shall have the right to enforce the lien rights retained in this Declaration in favor of the Association and/or other rights, regarding Assessments, retained by the Association.

E. Self Help

"Self Help" shall mean the authority, but not the obligation, of the Association, upon approval of not less than a majority of the Board members, to enter upon a Lot or Homesite and cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot or Homesite into compliance with the Dedicatory Instruments, if said Owner fails to perform same after written demand from the Board. In exercising its Self Help remedy, the Association shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of Self Help, nor in any way shall the Association or its agent be liable for any accounting or other claim for such action. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with the Dedicatory Instruments, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner notice as may be required by law, of its intent to exercise Self Help.

Subject to any notice that may be required by law, any costs incurred by the Association in the exercise of its Self Help remedy shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Self Help costs were incurred. The personal obligation for such costs shall not pass to successors in title unless expressly assumed by them. Subject to any notice that may be required by law, the costs incurred by the Association in exercising its Self Help remedy, which costs may include by way of illustration and not limitation, the actual costs incurred by the Association and an administrative fee set by the

Board, shall be charged to the subject Owner's Assessment account and shall be supported by the continuing lien created herein.

ARTICLE IX. ARCHITECTURAL RESTRICTIONS

NOTE WELL: The provisions of this Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and the Guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their Lot or Dwelling to ensure they comply with all of the provisions set forth herein and in the Guidelines. Work commenced, performed, or completed without prior approval as required herein, in the Guidelines, or otherwise in violation of the terms of this Declaration, the Guidelines, or applicable law may subject the Owner of the Lot to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the Lot and/or Dwelling be restored to its original condition.

A. Architectural Review Committee - "ARC"

The ARC shall be a committee of the Board. The initial ARC shall be composed of three (3) individuals designated by Declarant, one of whom may be designated as representative to act on behalf of the ARC. The Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of ARC appointment until the first to occur of the following:

1. the Declarant no longer owns any portion of the Property, or
2. the Declarant relinquishes, in writing, its authority over ARC appointment.

At such time, the Board of the Association shall have the right to replace such ARC members by duly appointing three Owners who are Members in Good Standing with the Association. The Board reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. Such removal and/or appointment shall be at the sole authority and discretion of the Board.

The Board shall have the right to review any action or non-action taken by the ARC and shall be the final authority.

At any time prior to the happening of (1) or (2) above, the Declarant may, without obligation, assign to the Board, or such other person the Declarant deems appropriate, all or a portion of Declarant's ARC rights and/or the responsibility for review and approval of modifications to existing Dwellings.

The Association, ARC and, during the Development Period, the Declarant, shall have the right, but not the obligation, to promulgate Guidelines as to construction types and aesthetics, which may be changed, amended or modified at any time without notice to the Owners. Different Guidelines for additional property that may be annexed into the Subdivision may be promulgated.

The ARC shall have the authority, but not the obligation, to delegate review and approval or denial of plans for modifications of existing improvements within the Subdivision to a Modifications Committee. The members of the Modifications Committee shall be appointed, and may be removed, by the Declarant during the Development Period, and thereafter by the Board. A denial by the Modifications Committee, if it is created, may be appealed to the ARC.

B. ARC Approval Required

No buildings, Hardscape, additions, modifications or improvements shall be erected, placed or performed on any Lot or Homesite until the construction plans and specifications including, but not limited to, the site plan, design development plan, and exterior plan have been submitted in duplicate to and approved in writing by the ARC as hereinafter provided. The ARC is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the Owner requesting same is not a Member in Good Standing. Builders may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color that may be used when building each design. The ARC or the Board may, at their sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Board, experienced or qualified to review same, who may then render an opinion to the ARC or Board. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvement or the ultimate construction thereof. In the event the ARC fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved. Notwithstanding any other provision contained herein, any Dwellings, additions, or improvements erected or placed on any Homesite shall be deemed to comply with the Guidelines and related covenants contained in the Declaration unless the ARC so notifies the Owner otherwise in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ARC or Declarant to enforce the continuing restrictions contained herein.

The Board and/or the ARC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Homesite, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the Guidelines or any other documents promulgated by the Board and/or the ARC. Written notice may be delivered to the Owner, or any agent or contractor with apparent authority to accept same, and such notice shall be binding on Owner as if actually delivered to Owner. The violating Owner shall remove such violating improvements or sitework at its sole expense and without delay, returning same to its original condition or bringing the Homesite into compliance with the Declaration, ARC documents and any plans and specifications approved by the ARC for construction on that Homesite. If an Owner proceeds with construction that is not approved by the ARC, or that is a variance of the approved plans, the Association may assess fines as provided for herein, and may continue to assess such fines until ARC approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable

features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ARC may refuse to approve similar proposals in the future.

The ARC or its agents or assigns shall have the right, but not the obligation, to enter any Lot or Homesite to determine if violations of this Declaration, the Guidelines, or any other Dedicatory Instrument exist. In so doing, the ARC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

The ARC shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and no more than nine (9) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved. Plan approval shall be effective for twelve (12) months after issued by the ARC. If no construction has been commenced within the twelve (12) month period after ARC approval, the plan approval shall expire, and plans must be re-submitted prior to commencement of construction.

The ARC has the right to charge a review fee, to be established by the Board, for review of any plans or specifications submitted for approval to the ARC.

C. Building Setbacks

No Dwelling or other structure shall be erected nearer to any street or property line than as established in the Guidelines or the applicable plat. In the event there is a conflict between the Guidelines, any other documents imposed upon the Property that contains a setback requirement, and the applicable plat, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall a rear setback on any Lot be less than the width of any easement existing along the rear Lot line of such Lot, as shown on the Plat. Any setback established by the applicable plat shall control, if said setback is more restrictive than the setback established in this Declaration. All Dwellings shall be oriented to the front of the Lot. Unless otherwise provided on the applicable plat, no Dwelling shall be built within five (5) feet of a side Lot line. All Lots shall have a minimum rear setback of the greater of ten feet (10') or the width of any easement.

The combining of no more than two (2) Lots to create one Homesite may be permitted subject to prior written approval of the ARC and partial release(s) by Declarant, to the extent necessary, of easements created herein. All governmental requirements must be complied with as to combining one Lot with another Lot. If Lots are combined the side set back lines shall be measured from resulting side property lines rather than from the Lot lines as indicated on the Plat. The combining of two Lots shall not forgive the obligation to pay Assessments on all Lots so combined. By way of example and not limitation, if two Lots are combined to create one Homesite, the Homesite shall be obligated to pay two Assessments.

D. Landscaping

All open, unpaved space in the front and at the sides of a Homesite, shall be planted and landscaped. Landscaping in accordance with the plans approved by the ARC must be installed prior to occupancy of any Dwelling constructed on the Property.

Any significant changes in the existing landscaping on any Homesite must have prior written approval from the ARC.

Notwithstanding anything contained herein to the contrary, landscaping minimum standards may be established in the Guidelines. The ARC shall have the sole discretion to determine if, as, or when the landscaping on a Lot does not meet the minimum standards established in the Guidelines.

E. Grading and Drainage

Topography of each and every Homesite must be maintained with proper grading and drainage systems such that runoff of water (rain or other precipitation, or manmade irrigation) does not cause undue erosion of the subject Homesite itself or any other Homesites, whether adjacent to the subject Homesite or not, or to the Common Areas. Owners causing (either directly or indirectly) erosion or other incidental damage to personal or real property due to inadequate or defective grading or drainage measures on their own Homesite, or because of excess runoff shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property.

Owners shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

F. Temporary Structures

Temporary structures may only be erected on undeveloped Property by Builders or the Declarant with the prior written approval of the ARC. Even temporary structures shall be maintained in good condition and all construction debris shall be contained to the site. Time limitations for such structures are limited to the period of active and exclusive construction and sales within the Subdivision.

G. Garages

Dwellings must at all times have either attached or detached garages. Garages are required to maintain fully operational overhead doors which are in good condition at all times. No garages may be used for or converted to a living area.

H. Minimum Square Footage

Each Dwelling shall contain no less than 1,629 square feet (as determined by the records maintained by the Harris County Appraisal District). Provided however, that at least sixty-four (64%) of the Dwellings will have at least 2,000 square feet (as determined by the records maintained by the Harris County Appraisal District).

I. Masonry Requirement

Each Dwelling shall have a masonry exterior on one hundred percent (100%) of the first-floor front elevation, and on not less than fifty percent (50%) on each first-floor side elevation.

ARTICLE X. MAINTENANCE

A. General Maintenance

Each Owner shall maintain and keep in good repair his or her Dwelling and all structures, parking areas and other improvements, including driveway and its apron portion forward of the building line comprising the Homesite. All structures and other improvements designed to be painted must be kept painted and the paint may not be allowed to become faded, cracked, flaked or damaged in any manner. Grass, vegetation and weeds on each Homesite shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. Grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

B. Landscaping

In the event any Owner of any Homesite within the Property fails to maintain the landscaping, grass or vegetation of a Homesite in a manner consistent with the Community Wide Standard established within the Property and satisfactory to the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, shall have the right but not the obligation, through its agent, contractors and/or employees, to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

C. Dwelling and Improvement Exteriors

In the event any Owner of any Homesite fails to maintain the exterior of the Homesite or improvement (including but not limited to the exterior of the Dwelling, improvement or other structures and the parking areas) in a manner consistent with the Community Wide Standard established within the Property as solely determined by the Board, the Board, after providing notice as may be required by law setting forth the action intended to be taken by the Association and after approval by a majority vote of the Board, shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter upon said Homesite and to exercise its Self Help remedy to bring the Owner's Lot into compliance with this provision.

D. Other Hazards

To the extent necessary to prevent pest infestation, diminish fire hazards and/or diminish hazards caused by structural damage, the Association shall have the right, but not the obligation, through its agents, contractors and/or employees, to enter any unoccupied Dwelling or other improvement located upon such Homesite, without notice to take the action necessary to prevent such pest infestation, diminish such fire hazards or diminish hazards caused by structural damage at the Owner's expense. Any such expenses, including administrative fees set by the Board, incurred by the Association shall be secured by the continuing lien created herein.

E. Liability, Cost and Approval

Neither the Association nor its agents, contractors, or employees shall be liable, and are expressly relieved from any liability, for trespass or other tort in connection with the exercise of its Self Help remedy, including the performance of the exterior maintenance, landscaping or other work authorized in this Declaration. The cost, including administrative fees set by the Board, of such exterior maintenance, interior hazard diminution and other work shall be the personal obligation of the Owner of the Homesite on which it was performed and shall become part of the Assessment payable by the Owner and secured by the lien retained in the Declaration. Alternately, the Association or any Owner of a Homesite may bring an action at law or in equity to cause the Owner to bring said Homesite into compliance with these restrictions.

All Owners' replacement, repair and restoration practices as to the improvements on Property within the Subdivision are subject to the prior written approval of the ARC and must comply with all Guidelines which may change from time to time, as found necessary and appropriate in the ARC's sole discretion.

F. Casualty Losses

It shall be the Owner's obligation to have repaired or reconstructed any damage or destruction to their Dwelling or Lot. If a Dwelling, landscaping, outbuilding or any other improvement located on a Lot is damaged by fire, storm, or any other casualty, the Owner shall bring the affected Lot and all improvements thereon, as applicable, into compliance with the Dedicatory Instruments within six (6) months of the date of the casualty, pursuant to the architectural requirements and approval process set forth in the Dedicatory Instruments. Regarding Dwellings that are totally destroyed due to casualty, the Owner(s) of such Dwellings must have the Dwellings or damaged portions of the Dwellings razed within ninety (90) days of the date of the casualty, and replaced within twelve (12) months of the date of the casualty, subject to ARC prior written approval.

ARTICLE XI. STANDARDS AND PROCEDURES

The ARC may establish and promulgate Guidelines, which the ARC may modify or amend as it deems necessary and appropriate for the orderly development of the Property and the Subdivision, including, but not limited to, those portions of the Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Guidelines may be amended by the ARC without notice, but they shall not be applied retroactively to reverse a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Homesite. Subject to the provisions of this Article, there shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. The rules, standards, and procedures set forth in the Guidelines, as same may be amended from time to time, shall be binding and enforceable against each Owner in the same manner as any other restriction set forth in this Declaration.

ARTICLE XII. VARIANCES

The Board, upon the recommendation of the ARC, or its duly authorized representative, may authorize variances from compliance with any of the architectural provisions of this Declaration or Dedicatory Instrument, unless specifically prohibited, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be approved by at least a majority of the Board, and shall become effective upon execution. The variance must be signed by a member of the Board and recorded in the real property records of Harris County, Texas. If such variances are granted, no violation of the covenants, conditions, or restrictions contained in this Declaration and/or the Dedicatory Instruments shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration and/or the Dedicatory Instruments for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations.

No granting of a variance shall be relied on by any Member or Owner, or any other person or entity (whether privy or party to the subject variance or not), as a precedent in requesting or assuming variance as to any other matter of potential or actual enforcement of any provision of this Declaration and/or the Dedicatory Instruments. Action of the ARC or Board in granting or denying a variance is a decision based expressly on one unique set of circumstances and need not be duplicated for any other request by any party or the same party for any reason whatsoever.

Notwithstanding anything contained herein to the contrary, during the Development Period, the Declarant shall have the unilateral right to grant a variance of any of the covenants, conditions and restrictions contained herein so long as the variance is in keeping with the aesthetics of the Subdivision.

ARTICLE XIII. LIMITATION OF LIABILITY

NEITHER DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, NOR ANY OF THE RESPECTIVE OFFICERS, AGENTS, MANAGERS, PARTNERS, DIRECTORS, SUCCESSORS OR ASSIGNS OF THE ABOVE, SHALL BE LIABLE IN DAMAGES OR OTHERWISE TO ANYONE WHO SUBMITS MATTERS FOR APPROVAL TO ANY OF THE ABOVE-MENTIONED PARTIES, OR TO ANY OWNER AFFECTED BY THIS DECLARATION BY REASON OF MISTAKE OF JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE ANY MATTERS REQUIRING APPROVAL HEREUNDER. APPROVAL BY THE ARC, THE BOARD, OR THE ASSOCIATION, OR ANY OF THEIR RESPECTIVE OFFICERS, PARTNERS, DIRECTORS, AGENTS, MANAGERS, SUCCESSORS OR ASSIGNS, IS NOT INTENDED AS ANY KIND OF WARRANTY OR GUARANTEE AS TO THE INTEGRITY OR WORKABILITY OF THE PLANS NOR THE CONTRACTORS USED.

ARTICLE XIV. ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments

The Owners of any Lot, Homesite, by virtue of ownership of Property within the Subdivision, covenant and agree to pay to the Association as applicable:

1. Annual Assessments
2. Special Assessments
3. Capitalization Fee

The Annual Assessment, Special Assessment, and Capitalization Fee (collectively the “Assessment”) as set out hereinbelow, together with attorney’s fees, late fees, interest and costs shall be a charge and continuing lien upon the Homesite and/or Lot against which each such Assessment is made. Each such Assessment, together with attorney’s fees, late fees, interest and costs, shall also be the personal obligation of the person or entity who was the Owner of the land at the time when the Assessment became due. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or the Board under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot.

B. Purpose of Assessments

Assessments levied by the Association shall be used for any legal purpose for the benefit of the Subdivision as determined by the Board and, in particular, may, by way of example and not limitation or obligation, include maintenance, repair or improvement of any Common Area, maintenance costs as required in the Pond Agreement, as same is defined in this Declaration at Article VII, sidewalks, pathways, fountains, parkways, private streets and roads, boulevards, esplanades, setbacks and entryways, patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, landscape architecture, greenbelts, fences or walls, regulatory signage or directional signage, signalization, special pavement markings, entrances and entrance monuments, public or private art or sculptures, other services as may be in the Property’s and Owners’ interest and all buildings, services, improvements and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of the Subdivision. The Association may, in its sole discretion, give one or more of the purposes set forth herein preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all members. ~~Parkways, fountains, detention areas, water features, esplanades, setbacks and entryways that are and/or are not contained in any Common Area may be included in the Association’s maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association’s Members. Assessments levied by the Association may be used, in the sole discretion of the Association, to pay the Association’s fair allocation for maintenance costs for the participation in any cost sharing and maintenance agreement among other property owners associations and/or property owners in the area and for~~

~~consolidated programs that provide consistency and economies of scale. Approval to enter such agreements shall require a majority vote of the Board.~~

C. Annual Assessment

The Lots within the Subdivision shall be subject to the Annual Assessment, as follows:

1. Creation

Payment of the Annual Assessment shall be the obligation of each Owner, subject to the provisions below, and shall constitute a lien on the Homesite, or Lot(s), binding and enforceable as provided in this Declaration.

2. Rate

The initial Annual Assessment established by the Association shall not exceed _____ (\$_____) per Lot. The combining of two or more Lots shall not forgive the obligation of the Owner(s) of such combined Lots to pay Annual Assessments on all Lots so combined. By way of example and not limitation, if two Lots are combined to create one Homesite, the Homesite shall be obligated to pay two Annual Assessments. Declarant shall elect annually to either subsidize the approved budget for the subsequent year by paying the difference between the total approved operating budget for the year less the total amount due by Class A Members, or elect to pay Annual Assessments at the rate of fifty percent (50%) of the amount assessed Class A Members for each Lot owned. The Declarant's obligation to fund the deficit shall automatically terminate without further action or consent by any party, when Declarant no longer owns any portion of the Property. Declarant is required to provide written notice to the Board each year by September 1st of the elected option. Failure to provide such notice will result in Declarant being billed in the manner of the last option taken by Declarant. If no option has ever been taken by Declarant, then Declarant shall be billed the difference between the total approved operating budget for the year less the total amount due by Class A Members. A Builder shall be responsible to pay fifty percent (50%) of the Annual Assessment of other Lot Owners, for the period of time that the Builder owns a Lot. Notwithstanding anything contained herein to the contrary, any Lot being used by Declarant as a model home or sales office Lot shall not be subject to any Assessments created herein. Upon conveyance of such model home or sales office Lot to a purchaser, said Lot shall thereafter be subject to all Assessments and charges provided for in this Declaration and as secured by the lien created herein.

3. Commencement

For purposes of calculation, the initial Annual Assessment for a Lot shall commence on the date of closing. Annual Assessments shall be due in advance on January 1st for the coming year and shall be delinquent if not paid in full as of January 31st of each year.

4. Proration

An Owner's initial Annual Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the commencement date described above. The Annual Assessment for any year after the first year shall be due and payable on the first day of January. Any Owner who purchases a Lot or Lots after the first day of January in any year shall be personally responsible for a pro-rated Annual Assessment amount for that year.

5. Levying of the Assessment

The Annual Assessment shall be levied at the sole discretion of the Board. The Board shall determine the sufficiency or insufficiency of the then-current Annual Assessment to reasonably meet the expenses for providing services and capital improvements in the Subdivision and may, at its sole discretion and without a vote by the Members, increase the Annual Assessment in an amount up to ten percent (10%) annually. The Annual Assessment may only be increased by more than ten percent (10%) annually if such increase is approved by Owners of a majority of the Lots present, in person or by proxy, at a meeting called for said purpose at which a quorum is present in person or by proxy. The Annual Assessment shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively, unless otherwise approved by Owners of a majority of the Lots subject to such Annual Assessments present at a meeting called for said purpose at which a quorum is present in person or by proxy.

Annual Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price and method of payment differentials. The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot, and impose special requirements for Owners with a history of delinquent payment.

The annexation of all or a portion of property adjoining the Subdivision may result in the Board adjusting the rate of Annual Assessments to be charged to the annexed property such that the adjusted Annual Assessments may not be uniform with the Annual Assessments being charged to other Owners. The Board shall have the absolute discretion to determine any such adjustment on a case-by-case basis.

D. Special Assessment

In addition to the Annual Assessment authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, modification, repair or replacement of a capital improvement in the Common Area, or any unbudgeted expenses or expenses in excess of those budgeted, unusual, infrequent expense benefiting the Association, provided that any such Special Assessment shall have the approval of both (i) the Owners of a majority of the Lots present at a meeting duly called for this purpose at which a quorum is present in person or by proxy; and (ii) the written approval of the Declarant during the Development Period. Such Special Assessments

will be due and payable as set forth in the resolution authorizing such Special Assessment and shall be levied only against those Owners subject to the Annual Assessment as set forth hereinabove and shall be prorated in accordance therewith. The Association, if it so chooses, may levy a Special Assessment against only those Lots benefited by or using the capital improvement for which the Special Assessment is being levied. Special Assessments shall be due upon presentment of an invoice, or copy thereof, for the same to the last-known address of the Owner. Declarant shall not be obligated to pay Special Assessments.

E. Capitalization Fee

Each purchaser of a Lot within the Subdivision, other than the Declarant, hereby covenants and agrees to pay to the Association a one-time payment, which shall be an amount determined by the Board, but in no event may be greater than one hundred percent (100%) of the Annual Assessment, as applicable (the "Capitalization Fee"). Such Capitalization Fee shall be payable to the Association at the closing of the transfer of title to a Lot. The payment of the Capitalization Fee shall be secured by the continuing lien set out herein and shall be collected in the same manner as Assessments. The transferring Owner shall notify the Association's Secretary, or managing agent, of a pending title transfer at least seven days prior to the transfer. Such notice shall include the name of the purchaser, the date of title transfer, and other information as the Board may require.

The Capitalization Fee may be used by the Association for any purpose, which in the Association's sole discretion is for the benefit of the Subdivision, including, but not limited to, maintenance of the lakes, ponds, and other bodies of water, installation, maintenance and improvement of Recreation Sites and the facilities located thereon, maintenance of gates, fences, and/or monuments, if any, which in the Association's sole discretion, benefit the Subdivision, and/or placement of such Capitalization Fee in a reserve account. This amount shall be in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of such Annual Assessments. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association.

E. Collection and Remedies for Assessments

1. The Assessments provided for in this Declaration, together with attorneys' fees, interest, late fees and costs as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such Assessment is made. Each such Assessment, together with attorney's fees, interest, late fees, and costs, shall also be the personal obligation of the Owner of the Lot at the time the Assessment became due. This personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

2. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by reason of non-use or abandonment.

3. In order to secure the payment of the Assessments hereby levied, a lien is hereby reserved in each deed from the Declarant to the Owner of each Lot in the Subdivision, which lien may be foreclosed upon pursuant to the laws of the State of Texas; each Owner grants a power of sale to the Association to sell such property upon default in payment by any amount owed. Alternatively, the Association may judicially foreclose the lien or maintain an action at law to collect the amount owed.

The President of the Association, or his or her designee, is hereby appointed Trustee to exercise the Association's power of sale. Trustee shall not incur any personal liability hereunder except for his or her own willful misconduct.

Although no further action is required to create or perfect the lien, the Association may, as further evidence give notice of the lien, by executing and recording a document setting forth notice that delinquent sums are due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien.

If required by law, the Association shall also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.

In the event the Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established herein, including but not limited to nonjudicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.

At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid for such Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period such foreclosed Lot is owned by the Association following foreclosure, (1) no right to vote shall be exercised on its behalf; and, (2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each Occupant of any such Lot foreclosed on and each Occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

F. Subordination of the Lien to Purchase Money Mortgages

The lien for Assessments, including interest, late charges, costs and attorney's fees, provided for herein shall be subordinate to the lien of any purchase money mortgage on any Lot or Homesite. The sale or transfer of any Lot or Homesite shall not affect the lien. The sale or transfer shall not relieve such Lot or Homesite from lien rights for any Assessments thereafter becoming due. Where the mortgagee holding a purchase money mortgage of record or other purchaser of a Lot or Homesite obtains title pursuant to foreclosure of the mortgage, it shall not be liable for the share of the Assessments or other charges by the Association chargeable to such Lot or Homesite that became due prior to such acquisition of title. However, from the date of foreclosure forward, such Assessments shall again accrue and be payable to the Association.

G. Notice of Delinquency

When the Association or its agent or designee gives a written notice of the Assessment to any Owner who has not paid an Assessment that is due under this Declaration, such notice will be mailed to the Owner's last known address. The address of the Lot or Homesite shall be presumed to be the address for proper notice unless written notice of another address has been provided by the Owner to the Association.

ARTICLE XV. MODIFICATION AND TERMINATION OF COVENANTS

A. Declarant

In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Development Period, the Declarant may unilaterally amend this Declaration and any Supplemental Amendment for any purpose; provided, however, any such amendment shall not adversely affect the title to any Lots or Homesites unless the Owner shall consent thereto in writing.

After the expiration of the Development Period, the Declarant may unilaterally amend this Declaration and any Supplemental Amendment at any time without the joinder or consent of any Owners, entity, Lender or other person to amend this Declaration and any Supplemental Amendment if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on Lots and Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots or Homesites; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots or Homesites; or (e) for the purpose of clarifying or resolving any ambiguities or conflicts herein or in any Supplemental Amendment, or correcting any inadvertent misstatements, errors or omissions herein or in any Supplemental Amendment; provided, however, any such amendment shall not adversely affect the title to any Lots or Homesites unless the Owner shall consent thereto in writing.

Any amendment to the Declaration or a Supplemental Amendment made by Declarant shall be recorded in the Real Property Records of Harris County, Texas, whereupon to the extent

of any conflict with this Declaration or Supplemental Amendment, and any amendment thereto, the more restrictive provision shall control.

Any amendment made by the Declarant shall become effective upon recording unless otherwise specified in the amendment.

B. Owners

During the Development Period, this Declaration and any Supplemental Amendment may be amended, modified or terminated by the written consent of Declarant and the approval of Owners of a majority of the Lots. After the termination of the Development Period, approval by the Owners of a majority of the Lots shall be required to amend, modify or terminate this Declaration and any Supplemental Amendment; provided however, any such amendment must be approved in writing by the Association. Upon approval of the Owners, as set out above of said amended declaration or amended supplemental amendment (as evidenced by the President's or Vice-President's signature) the amended declaration or amended supplemental amendment shall be recorded in the Real Property Records of Harris County, Texas, whereupon to the extent of any conflict with this Declaration or Supplemental Amendment and any amendment thereto, the more restrictive provision shall control. For purposes of this Section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

Notwithstanding anything contained herein to the contrary, the Association shall be entitled to use any combination of the following methods to obtain approval of the Owners for an amendment to the Declaration and any Supplemental Amendment:

1. by written ballot, or electronic ballot as same may be established by the Board, that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;
2. at a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records;
3. by door-to-door circulation of a petition by the Association or a person authorized by the Association; and/or
4. by any other method permitted under this Declaration or applicable law. Any limitation of amendment to the Declaration and any Supplemental Amendment related to said Property shall not limit the rights of the Declarant pertaining to the Declaration and any Supplemental Amendment as otherwise herein reserved. Particularly reserved to the Declarant, is the right and privilege of Declarant to designate the use and architectural restrictions applicable to any portion of the Properties, as provided herein; and such designation, or subsequent change of designation, shall not be deemed to adversely affect any substantive right of any existing Owner.

ARTICLE XVI. ALTERNATE DISPUTE RESOLUTION**A. Dispute Resolution**

No dispute between any of the following entities or individuals shall be commenced until the parties have submitted to non-binding mediation: Owners; Members; the Board of Directors; officers in the Association; or the Association.

Disputes between Owners that are not regulated by the Declaration shall not be subject to the dispute resolution process.

B. Outside Mediator

In a dispute between any of the above entities or individuals, the parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager as certified by the Community Associations Institute, or a Certified Property Manager as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Subdivision, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. The Board shall maintain a list of no less than five (5) potential mediators, but the parties will be in no way limited to their choice by this list. Costs for such mediator shall be shared equally by the parties. If the parties cannot mutually agree upon the selection of a mediator after reasonable efforts (not more than thirty (30) days), each party shall select their own mediator and a third will be appointed by the two selected mediators. If this selection method must be used, each party will pay the costs of their selected mediator and will share equally the costs of the third appointed mediator.

C. Mediation is Not a Waiver

By agreeing to use this Dispute Resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

D. Assessment Collection and Lien Foreclosure

The provisions of this Declaration dealing with Alternate Dispute Resolution shall not apply to the collection of Assessments and/or the foreclosure of the lien by the Association as set out in the Declaration.

E. Term

This Article shall be in full force and effect for an initial period of three (3) years from the date of execution of this Declaration. However, this Article shall remain in full force and

effect unless, at the first open meeting of the Association after such initial period, a majority of the Board of Directors votes to terminate the provisions of this Article.

ARTICLE XVII. GENERAL PROVISIONS

A. Severability

The invalidity of any one or more of the provisions of this Declaration shall not affect the validity of the other provisions thereof.

B. Compliance with Laws

At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Homesite and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

C. Gender and Number

The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. Headlines

The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

E. Governing Law

The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Harris County, Texas.

F. Fines for Violations

The Association may assess fines for violations of the Dedicatory Instruments, other than non-payment or delinquency in Assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing lien set out in this Declaration.

G. Books and Records

The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, pursuant to a Records Production and Copying Policy adopted by the Association.

H. Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

I. Mergers

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

J. Current Address and Occupants

Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot or Homesite at all times. If an Owner fails to notify the Association of their current address, the Association shall use the address of the Lot or Homesite as the current address. If Owner leases the property, he shall supply the name of the Occupant present upon the execution of any lease.

K. Security

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR SUCCESSOR DECLARANT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES,

DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

L. View Impairment

Neither the Declarant, nor the Association, guarantee or represent that any view over and across the Lots, Common Areas, reserves or open space within the Subdivision will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Common Area. The Association shall have the right to add trees and other landscaping to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air.

M. Video, Data and Communication Service Agreements

Subject to the approval of the Declarant during the Development Period, the Association has or may hereafter enter into an agreement with a service provider for the provision of cable television and/or other communication services in order to obtain access to benefits and services for the benefit of Owners and Dwellings located in the Subdivision. Payment for services and benefits provided pursuant to video, data and/or communication service agreements executed pursuant to this provision will be made from Assessments levied and collected by the Association pursuant to the authority granted herein, and such Assessments shall be supported by the lien created herein. While Owners are free to obtain the same or similar services from a provider of their choice, no Owner may avoid paying any portion of Assessments levied based on non-use of video, data or communication services provided and paid for by the Association with Assessments.

N. Occupants Bound

All provisions of the Dedicatory Instruments applicable to the Property and Owners, shall also apply to all Occupants of any Lot or Dwelling. Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

O. Transfer of Title and Resale Certificate

1. Transfer of Title: Any Owner, other than the Declarant, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title,

and such other information as the Board may reasonably require. The person, other than the Declarant, transferring title shall continue to be jointly and severally responsible with the person accepting title for all obligations of the Owner, including Assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

Upon acceptance of title to a Lot, the new Owner of the Lot shall pay to the Association an administrative transfer fee to cover the administrative expenses associated with updating the Association's records, which transfer fee is supported by the lien created herein. Such fees shall be in such amount as the Board may reasonably determine necessary to cover its costs, including but not limited to, and fees charged by a management company retained by the Association for updating its records.

2. Resale Certificate: No Owner, other than the Declarant, shall transfer title to a Lot, together with the improvements thereon, unless and until he or she has requested and obtained a resale certificate signed by a representative of the Association as described in Chapter 207 of the Texas Property Code, or its successor statute ("Resale Certificate") indicating, in addition to all other matters described in Chapter 207, the information required in Section 5.012 of the Texas Property Code.

The Association may charge a reasonable fee to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate, which charge is supported by the lien created herein.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this _____ day of _____, 2014.

DECLARANT:

BEAZER HOMES TEXAS, L.P., a Delaware limited partnership

By: its general partner, Beazer Homes Texas Holdings, Inc., a Delaware corporation

By: _____
Print Name: _____
Print Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of Beazer Homes Texas Holdings, Inc., the general partner of Beazer Homes Texas, L.P., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2014.

Notary Public – State of Texas

LIENHOLDER CONSENT AND SUBORDINATION

_____, a _____, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of this Declaration to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to said Declaration (and the covenants, conditions and restrictions in this Declaration), and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish this Declaration (or the covenants, conditions and restrictions in this Declaration). No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED AND EXECUTED THIS on _____, 2014.

By: _____

Title. _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2014, by _____, the _____ of _____, on behalf of said entity.

Notary Public – State of _____

**City of La Porte, Texas
Planning and Zoning Commission**



July 17, 2014

AGENDA ITEM 6

Discussion on security and surveillance system requirements
for hotel/motel uses.

*Eric J. Ensey, City Planner
Planning and Development Department
City of La Porte, Texas*

Planning and Development Department Staff Report

ISSUE

Should the Planning and Zoning Commission recommend amending the zoning ordinance to require security and surveillance system for hotel and motel uses?

RECOMMENDATION

No formal recommendation is provided at this time as this item is being presented to the Commission for discussion purposes.

DISCUSSION

At the June 19, 2014 Planning and Zoning Commission regular meeting staff presented a discussion to Commission regarding possible modifications to the city's regulations concerning hotel/motel development. Staff has incorporated the Commission's recommendations into the overall modifications being proposed to Chapter 106.

It was recommended that language be included in the zoning ordinance requiring hotel/motel uses to install a security and surveillance monitoring system. Staff has drafted a couple options for consideration and discussion by the Commission. The option that is desired by the Commission will be incorporated into the Chapter 106 revisions.

The City of La Porte's Police Department supports the city requiring hotel and motel uses to install a security and surveillance system. Such system would assist the police department in the event of criminal activity at a hotel or motel. This requirement could be added as a note on a site development plan associated with new construction or enforced at the time of zoning permit for existing hotels or motels.

Option 1:

The first option would be to require hotel/motel uses to install a security and surveillance system at all ingress and egress points to the building/s. This requirement could be added with a modification to the "footnotes" of Table A, Commercial and Industrial Uses, requiring such system. The following is a recommendation on modifications that could be made to accommodate this option. Staff believes this option is a reasonable requirement for hotel/motel uses in the community. Although there is a

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 Security and Surveillance System Requirements for Hotel/Motel Uses

financial commitment required to those businesses, it is minimal in comparison to Option 2.

ARTICLE III. – DISTRICTS; DIVISION 1. GENERALLY

Sec. 106-310, Table A, Commercial & Industrial Uses

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
721110	Hotels (except Casino Hotels) and Motels			P ¹²	P ¹²		P ¹²	P ¹²	P ¹²	fn

Footnotes:

12. Hotels and ~~Hotels~~ Motels Uses. **Hotels and motels are allowed subject to approval of a** are conditional use under this Chapter when **adjacent to within 250 feet of** residential zoned properties (R-1, R-2, R-3, MH, and LL zoning districts). **All hotel and motels are required to install and operate a security and surveillance system at all ingress/egress points to the building/s.**

Option 2:

Option 2 could be incorporated should the Commission desire a more comprehensive security and surveillance system that would monitor parking lot areas as well as ingress and egress points. If this is the desired option, the above footnote could be further modified to require such a system to monitor the entire parking lot area as well as any loading docks or ingress/egress points to the building. This option could be significantly more costly for businesses.

ARTICLE III. – DISTRICTS; DIVISION 1. GENERALLY

Sec. 106-310, Table A, Commercial & Industrial Uses

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
721110	Hotels (except Casino Hotels) and Motels			P ¹²	P ¹²		P ¹²	P ¹²	P ¹²	fn

Footnotes:

12. Hotels and ~~Hotels~~ Motels Uses. **Hotels and motels are allowed subject to approval of a** are conditional use under this Chapter when **adjacent to within 250 feet of** residential zoned properties (R-1, R-2, R-3, MH, and LL zoning districts). **All hotel and motels are required to install and operate a security and surveillance system to monitor the entire parking lot area and all ingress/egress points to the building/s.**

*[The **blue highlighted text** represents modifications to the footnote related to the various options. The **yellow highlighted text** addresses the Commission’s recommended modification requiring hotel/motel uses to be allowed subject to approval of a conditional use when within 250 feet of residentially zoned property, as previously directed.]*

**City of La Porte, Texas
Planning and Zoning Commission**



July 17, 2014

AGENDA ITEM 7

Update on Chapter 106 Revisions:
Presentation of Section 106-310, Table A, Commercial and Industrial uses.

*Eric J. Ensey, City Planner
Planning and Development Department
City of La Porte, Texas*

Planning and Development Department Staff Report

DISCUSSION

Staff is presenting to the Planning and Zoning Commission an update on the progress of the Chapter 106 Subcommittee work and specifically the proposed Section 106-310, Table A which outlines commercial and industrial uses.

The Subcommittee is recommending, with this proposed table, combining both the commercial and industrial land use tables (Sections 106-441 and 106-521, respectively) and relocating them to a new Section 106-310. The attached Exhibit A is the proposed Section 106-310 and Exhibit B includes Sections 106-441 and 106-521 of the current code.

In the current version of the code, land uses in the City of La Porte were categorized through the Standard Industry Classification (SIC) system and the industry number assigned to individual uses. The SIC was adopted in 1987 and the United States Office of Management and Budget has since transferred the industry classification system to the North American Industry Classification System (NAICS). As a result, the SIC has become obsolete. The Subcommittee went through the entire NAICS classification manual and incorporated those classifications in the proposed table. The Subcommittee also incorporated all applicable “footnotes” into the new table.

Of note for this discussion, the table includes the proposed MU, Mixed Use District. This district is established at the direction of the Planning and Zoning Commission and based on the city’s Comprehensive Plan. The part of the community where this district is intended to be applicable following a city initiated rezoning are the circles near Sylvan Beach currently zoned NC, Neighborhood Commercial District. The MU District is intended to allow for residential and limited commercial uses or a mix of residential and commercial uses scaled in such a manner as to complement the immediate neighborhood and its residential character. The 106 Subcommittee has identified those NAICS uses they recommend including as part of the MU District, including single family residential and limited commercial uses.

ATTACHMENTS

- Exhibit A: Proposed Section 106-310, Table A, Commercial and Industrial uses
- Exhibit B: Sections 106-441 and 106-521 of the Current Code

Sec. 106-310, Table A, Commercial and industrial uses

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
	Artisan shops with a retail component 1,000 sq ft max		P ³			P ³				
	Artisan shops with a retail component 2,500 sq ft max			P ³	P ³	C				
	Offices only for any use code			P	P		P	P	P	
	All uses permitted or/accessory in R-3 zone, except single-family detached and special lot, duplexes, quadruplexes, townhouses, and multifamily		P	P ¹	P	P				fn
	Single-family detached			P ²		P				fn
	All Conditional uses in R-3 zone		C	C	C	C				
11	Agriculture, Forestry, Fishing & Hunting	**								
21	Mining	**								
22	Utilities	**								
23	Construction									
236	Construction of Buildings			P	P		P	P	P	
237	Heavy and Civil Engineering Construction						P	P	P	
238	Specialty Trade Contractors									
238110 thru 238390				P	P		P	P	P	
238910	Site Preparation Contractors				C		P	P	P	
238990	All Other Specialty Trade Contractors				C		P	P	P	
31-33	Manufacturing									
311	Food Manufacturing									
311111 thru 311520								C	P	
311611 thru 311710								C	C	
311811	Retail Bakeries		P	P	P	P	P	P	P	
311812 thru 311999								C	P	
312	Beverage and Tobacco Product Manufacturing									
312111 thru 312113								C	P	
312120 thru 312140			C	C	C	C	C	C	P	
312230	Tobacco Manufacturing							C	P	
313	Textile Mills						P	P	P	
314	Textile Product Mills						P	P	P	
315	Apparel Manufacturing						P	P	P	
316	Leather and Allied Product Manufacturing									
316110	Leather and Hide Tanning and Finishing								C	
316210 thru 316998							C	P	P	
321	Wood Product Manufacturing	**								
322110 thru 322130		**								
322211	Corrugated and Solid Fiber Box Manufacturing							C	P	
322212	Folding Paperboard Box Manufacturing							C	P	
322219	Other Paperboard Container Manufacturing						P	P	P	
322220 thru 322299								C	P	

EXHIBIT A

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
323	Printing and Related Support Activities									
323111	Commercial Printing (except Screen and Books)						P	P	P	
323113	Commercial Screen Printing			P	P		P	P	P	
323117	Books Printing			P	P		P	P	P	
323120	Support Activities for Printing						P	P	P	
324	Petroleum and Coal Products Manufacturing	**								
325	Chemical Manufacturing	**								
326	Plastic and Rubber Products Manufacturing						C	C	P	
327	Non Metallic Mineral Product Manufacturing									
327110	Pottery, Ceramics, and Plumbing Fixture Manufacturing						C	C	P	
327120 thru 327999									P	
331	Primary Metal Manufacturing								P	
332	Fabricated Metal Product Manufacturing									
332111 thru 332119								P	P	
332215 - 332722							P	P	P	
332811	Metal Heat Treating						C	P	P	
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers							P	P	
332813	Electroplating, Plating, Polishing, Anodizing, and Coloring						P	P	P	
332911	Industrial Valve Manufacturing							P	P	
332912	Fluid Power Valve and Hose Fitting Manufacturing							P	P	
332913	Plumbing Fixture Fitting and Trim Manufacturing						P	P	P	
332919	Other Metal Valve and Pipe Fitting Manufacturing						P	P	P	
332991	Ball and Roller Bearing Manufacturing							P	P	
332992	Small Arms Ammunition Manufacturing								P	
332993	Ammunition (except Small Arms) Manufacturing								P	
332994	Small Arms, Ordnance, and Ordnance Accessories Manufacturing								C	
332996	Fabricated Pipe and Pipe Fitting Manufacturing							P	P	
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing						P	P	P	
333	Machinery Manufacturing									
333111 thru 333244								P	P	
333249 thru 333318							P	P	P	
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing							P	P	
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing						P	P	P	
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing						P	P	P	
333511 thru 333613								P	P	
333618	Other Engine Equipment Manufacturing						P	P	P	
333911	Pump and Pumping Equipment Manufacturing							P	P	
333912	Air and Gas Compressor Manufacturing							P	P	
333913	Measuring and Dispensing Pump Manufacturing						P	P	P	
333921	Elevator and Moving Stairway Manufacturing							P	P	
333922	Conveyor and Conveying Equipment Manufacturing							P	P	

EXHIBIT A

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
423	Merchant Wholesalers, Durable Goods									
4233110 thru 423510							P	P	P	
423520	Coal and Other Mineral Merchant Wholesalers								P	
423610 thru 423740							P	P	P	
423810 thru 423860								C	P	
423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers				C		P	P	P	
423920	Toy and Hobby Goods and Supplies Merchant Wholesalers				C		P ^d	P ^d	P ^d	fn
423930	Recyclable Material Merchant Wholesalers								P	
423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers						P	P	P	
423990	Other Miscellaneous Durable Goods Merchant Wholesalers						P	P	P	
424	Merchant Wholesalers, Nondurable Goods									
424110 thru 424490							P	P	P	
424510 thru 424590								P	P	
424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers						P	P	P	
424690	Other Chemical and Allied Products Merchant Wholesalers						P	P	P	
424710	Petroleum Bulk Stations and Terminals								C	
424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)						C	P	P	
424810	Beer and Ale Merchant Wholesalers						P	P	P	
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers						P	P	P	
424910	Farm Supplies Merchant Wholesalers							C	P	
424920 thru 424990							C	P	P	
425	Wholesale Electronic Markets and Agents and Brokers				P		P	P	P	
44-45	Retail Trade									
441	Motor Vehicles and Parts Dealers									
441110	New Car Dealers			P	P		P	P	P	
441120	Used Car Dealers			P	P		P	P	P	
441210	Recreational Vehicle Dealers				P		P	P	P	
441222 thru 441320				P	P		P	P	P	
442	Furniture and Home Furnishings Stores			P	P		P	P	P	
443	Electronics and Appliance Stores		P	P	P		P	P	P	
444	Building Material and Garden Equipment and Supplies Dealers									
444110	Home Centers				P		P	P	P	
444120	Paint and Wallpaper Stores			P	P		P	P	P	
444130	Hardware Stores		P	P	P		P	P	P	
444190 thru 444220				P	P		P	P	P	
445	Food and Beverage Stores		P	P	P	P	P	P	P	
446	Health and Personal Care Stores		P	P	P	P	P	P	P	
447	Gasoline Stations									
447110	Gasoline Stations with Convenience Stores		P	P	P		P	P	P	

EXHIBIT A

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
447190	Other Gasoline Stations				P ⁵		P ⁵	P ⁵	P ⁵	fn
448	Clothing and Clothing Accessories Stores		P	P	P	P	P	P	P	
451	Sporting Goods, Hobby, Musical Instrument, and Book Stores		P	P	P	P	P	P	P	
452	General Merchandise Stores									
452111 thru 452910					P		P	P	P	
452990	All Other General Merchandise Stores		P	P	P	P	P	P	P	
453	Miscellaneous Store Retailers									
453110 thru 453920			P	P	P	P	P	P	P	
453930	Manufactured (Mobile) Home Dealers						P	P	P	
453991	Tobacco Stores		P	P	P	P	P	P	P	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)		P	P	P	P	P	P	P	
454	Non-store Retailers									
454111 thru 454113			P	P	P		P	P	P	
454210	Vending Machine Operators				P		P	P	P	
454310	Fuel Dealers							P	P	
454390	Other Direct Selling Establishments			P	P		P	P	P	
48-49	Transportation and Warehousing									
481	Air Transportation						P	P	P	
482	Rail Transportation								P	
483	Water Transportation	**								
484	Truck Transportation							P ⁶	P ⁶	fn
485	Transit and Ground Passenger Transportation									
485111 thru 485210					P		P	P	P	
485310	Taxi Service			P	P		P	P	P	
485320	Limousine Service			P	P		P	P	P	
485410	School and Employee Bus Transportation				P		P	P	P	
485510	Charter Bus Industry				P		P	P	P	
485991	Special Needs Transportation			P	P		P	P	P	
485999	All Other Transit and Ground Passenger Transportation			P	P		P	P	P	
486	Pipeline Transportation	**								
487	Scenic and Sightseeing Transportation			P	P		P	P	P	
488	Support Activities for Transportation									
488111 thru 488190							P	P	P	
488210	Support Activities for Rail Transportation								P	
488310 thru 488330		**								
488390	Other Support Activities for Water Transportation			P	P		P	P	P	
488410 thru 488510					P		P	P	P	
488991	Packing and Crating						C	P	P	
488999	All Other Support Activities for Transportation						C	P	P	
491	Postal Service				P		P	P	P	
492	Couriers and Messengers									
492110	Couriers and Express Delivery Services						P	P	P	
492210	Local Messengers and Local Delivery				P		P	P	P	

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
493	Warehousing and Storage							P°	P°	fn
51	Information									
511	Publishing Industries (except Internet)			C	P		P	P	P	
512	Motion Picture and Sound Recording Industries									
512110	Motion Picture and Video Production						P	P	P	
512120	Motion Picture and Video Distribution						P	P	P	
512131	Motion Picture Theaters (except Drive-Ins)			P	P		P	P	P	
512132	Drive-In Motion Picture Theaters						P	P	P	
512191	Tele-production and Other Postproduction Services			P	P		P	P	P	
512199	Other Motion Picture and Video Industries				C		P	P	P	
512210	Record Production			P	P		P	P	P	
512220	Integrated Record Production/Distribution						P	P	P	
512230 thru 512290				P	P		P	P	P	
515	Broadcasting (except Internet)			P	P		P	P	P	
517	Telecommunications			P	P		P	P	P	
518	Data Processing, Hosting, and Related Services			P	P		P	P	P	
519	Other Information Services			P	P		P	P	P	
52	Finance and Insurance									
521	Monetary Authorities-Central Bank			P	P		P	P	P	
522	Credit Intermediation and Related Activities			P	P		P	P	P	
523	Securities, Commodity Contracts, and other financial investments and related activity									
523110	Investment Banking and Securities Dealing			P	P		P	P	P	
523120	Securities Brokerage			P	P		P	P	P	
523130	Commodity Contracts Dealing		P	P	P		P	P	P	
523140	Commodity Contracts Brokerage			P	P		P	P	P	
523210	Securities and Commodity Exchanges			P	P		P	P	P	
523910	Miscellaneous Intermediation		P	P	P		P	P	P	
523920	Portfolio Management		P	P	P		P	P	P	
523930	Investment Advice			P	P		P	P	P	
523991	Trust, Fiduciary, and Custody Activities		P	P	P		P	P	P	
523999	Miscellaneous Financial Investment Activities			P	P		P	P	P	
524	Insurance Carriers and Related Activities									
524113 thru 524130				P	P		P	P	P	
524210 - 524298			P	P	P	P	P	P	P	
525	Funds, Trusts, and other Financial Vehicles									
525110 thru 525120				P	P		P	P	P	
525190 thru 525990			P	P	P		P	P	P	
53	Real Estate Rental and Leasing									
531	Real Estate		P	P	P	P	P	P	P	
532	Rental and Leasing Services									
532111	Passenger Car Rental			P	P		P	P	P	
532112	Passenger Car Leasing			P	P		P	P	P	
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing				P		P	P	P	
532210	Consumer Electronics and Appliances Rental			P	P		P	P	P	
532220 thru 532292			P	P	P	P	P	P	P	
532299	All Other Consumer Goods Rental			P	P		P	P	P	
532310	General Rental Centers			P	P		P	P	P	

EXHIBIT A

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
562910 thru 562998							P	P	P	
61	Educational Services									
611	Educational Services									
611110 thru 611310		**								
611410	Business and Secretarial Schools			C	C		P	P	P	
611420 thru 611513				P	P		P	P	P	
611519	Other Technical and Trade schools			P ⁹	P ⁹		P	P	P	fn
611610 thru 611710				P	P		P	P	P	
62	Health Care and Social Assistance									
621	Ambulatory Health Care Services									
621111 thru 621399			P	P	P		P	P	P	
621410	Family Planning Centers			C	P		P	P	P	
621420	Outpatient Mental Health and Substance Abuse Centers			C	P		P	P	P	
621491	HMO Medical Centers			P	P		P	P	P	
621492 thru 621999				C	P		P	P	P	
622	Hospitals			C	P		P	P	P	
623	Nursing and Residential Care Facilities									
623110	Nursing Care Facilities (Skilled Nursing Facilities)		P	P	P		P	P	P	
623210	Residential Intellectual and Developmental Disability Facilities		P	P	P		P	P	P	
623220	Residential Mental Health and Substance Abuse Facilities				P		P	P	P	
623311	Continuing Care Retirement Communities		P	P	P		P	P	P	
623312	Assisted Living Facilities for the Elderly				P		P	P	P	
623990	Other Residential Care Facilities				P		P	P	P	
624	Social Assistance				P		P	P	P	
71	Arts, Entertainment, and Recreation									
711	Performing Arts, Spectator Sports, and Related Industries									
711110 thru 711211				P	P		P	P	P	
711212	Racetracks	**								
711219 thru 711510				P	P		P	P	P	
712	Museums, Historical Sites, and Similar Institutions			P	P		P	P	P	
713	Amusement, Gambling, and Recreation Industries									
713110	Amusement and Theme Parks			P	P		P	P	P	
713120	Amusement Arcades			P ¹⁰	P ¹⁰		P ¹⁰	P ¹⁰	P ¹⁰	fn
713210 thru 713920				P	P		P	P	P	
713930	Marinas	**								
713940 thru 713950				P	P		P	P	P	
713990	All Other Amusement and Recreation Industries except shooting range and slot machines.			P ¹¹	P ¹¹		P ¹¹	P ¹¹	P ¹¹	fn
72	Accommodation and Food Services									
721	Accommodation									
721110	Hotels (except Casino Hotels) and Motels			P ¹²	P ¹²		P ¹²	P ¹²	P ¹²	fn
721120	Casino Hotels			P ¹²	P ¹²		P ¹²	P ¹²	P ¹²	fn

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
721191	Bed-and-Breakfast Inns		P	P	P	P	P	P	P	
721199 thru 721214				P	P		P	P	P	
721310	Rooming and Boarding Houses		P	P	P	P	P	P	P	
722	Food Services, Eating and Drinking Places									
722310	Food Service Contractors			P	P		P	P	P	
722320	Caterers			P	P		P	P	P	
722330	Mobile Food Services				P		P	P	P	
722410	Drinking Places (Alcoholic Beverages)			P	P	P	P	P	P	
722511 thru 722515			P	P	P		P	P	P	
81	Other Services, except Public Administration									
811	Repair and Maintenance									
811111 thru 811198				P	P		P	P	P	
811211	Consumer Electronics Repair and Maintenance		P	P	P		P	P	P	
811212	Computer and Office Machine Repair and Maintenance			P	P		P	P	P	
811213	Communication Equipment Repair and Maintenance		P	P	P		P	P	P	
811219	Other Electronic and Precision Equipment Repair and Maintenance		P	P	P		P	P	P	
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance						P	P	P	
811411	Home and Garden Equipment Repair and Maintenance			P	P		P	P	P	
811412 thru 811490			P	P	P		P	P	P	
812	Personal and Laundry Services									
812111 thru 812210			P	P	P	P	P	P	P	
812220	Cemeteries and Crematories		P ¹³	P	fn					
812310	Coin-Operated Laundries and Drycleaners		P	P	P	P	P	P	P	
812320	Drycleaning and Laundry Services (except Coin-Operated)		P	P	P	P	P	P	P	
812331	Linen Supply				P		P	P	P	
812332	Industrial Launderers							P	P	
812910	Pet Care (except Veterinary) Services			C ¹⁴	C ¹⁴		C ¹⁴	C ¹⁴	C ¹⁴	
812921	Photofinishing Laboratories (except One-Hour)				P		P	P	P	
812922	One-Hour Photofinishing				P		P	P	P	
812930	Parking Lots and Garages			C	P		P	P	P	
812990	All Other Personal Services			C	P		P	P	P	
813	Religious, Grant making, Civic, Professional, and Similar Organizations									
813110	Religious Organizations			C	P		P	P	P	
813211 thru 813319			P	P	P		P	P	P	
813410 thru 940				C	P		P	P	P	
813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)		C	C	C	C	P	P	P	
814	Private Households	**								
92	Public Administration									
921	Executive, Legislative, and Other General Government Support			P	P		P	P	P	
922	Justice, Public Order, and Safety Activities			P	P		P	P	P	
923	Administration of Human Resources Programs			P	P		P	P	P	
924	Administration of Environmental Quality Programs			P	P		P	P	P	

2012 NAICS Code	2012 NAICS Title	**	NC	MS	GC	MU	BI	LI	HI	FN
925	Administration of Housing Programs, Urban Planning, and Community Development			P	P		P	P	P	
926	Administration of Economic Programs			P	P		P	P	P	
927	Space Research and Technology			P	P		P	P	P	
928	National Security and Internationals Affairs			P	P		P	P	P	
	Parking ramps and structures		P	C	P	C				
	Commercial/Ind. PUD (ref. to Section 106-636)		C	C	C	C	C	C	C	
	Outdoor sales as accessory use			P	P					
	Outdoor storage as accessory use			P	P					
	Off-site parking		C	C	C	C				
	Unlisted uses, similar to uses listed above		C	C	C	C	C	C	C	

Footnotes:

- 1 Within the overlay portion, residential activities are only allowed above the first floor.
- 2 Single family detached prohibited in main street overlay zone, but permitted in main street district.
- 3 Artisan shops are allowed ((see [Section 106-480 \(Artisan Shop\)](#), [106-500 \(Artisan Shop\)](#) ,[106-514 \(Artisan Shop\)](#)))
- 4 No storage or sale of Fire Works.
- 5 Truck Stop shall only be permitted in Business Industrial districts on truck routes along Barbour's Cut Boulevard, [State Hwy 225](#) and State Highway 146 ([north of Barbour's Cut Blvd.](#)). No construction of any kind shall be permitted within setbacks for BI zone.
- 6 Must be adjacent to high frequency truck roads as shown on High Frequency Truck Road Map (Ref. Section 106-746)
- 7 Only allowed along State Highway 146
- 8 Livestock prohibited on premises
- 9 Truck Schools prohibited
- 10 Refer to Chapter 10 of the Code of Ordinances (must be at least 300 feet from Church, School, or Hospital & measured from property line to property line).
- 11 Shooting Range is a Conditional Use
- 12 Hotels and ~~m~~Motels **Uses. Hotels and motels are allowed as a** are conditional use under this Chapter when adjacent to [within 250 feet of](#) residential zoned properties (R-1, R-2, R-3, MH, and LL zoning districts). [All hotel and motels are required to install and operate a security and surveillance system at all ingress/egress points to the building/s.](#)
- 13 Crematories prohibited.
- 14 [Dog grooming. There shall be no overnight boarding of animals. All areas used for holding animals shall be located within the same building in which grooming activities take place.](#)
- 15 ~~Trucking terminals~~ **Heavy Truck Uses.** Trucking terminals shall be allowed only in light industrial (LI) and heavy industrial (HI) zoning districts and shall be further restricted to locations directly adjacent to authorized truck routes (as same are designated in [section 70-231 \(Designation\)](#) of this Code) located in said LI and HI zoning districts. Any truck terminal operating in whole or in part as a container yard or converting to a container yard shall be restricted to heavy industrial (HI) zone only. See [section 106-746 \(Location of truck terminals restricted\)](#) of this chapter for additional requirements.

** Unclassified use

All permitted uses in [commercial and](#) industrial zones must meet the following minimum performance standards. If requested by the enforcement officer, all applications for building permits must include a certification from a registered engineer that verifies compliance with these performance standards. Where applicable, all permitted uses in industrial zones must meet and be in compliance with the appropriate federal, state, or local regulations.

- A. *Lighting and glare.* Any lighting used shall be arranged so as to deflect light away from any adjoining residential zone or from public streets. Direct or sky-reflected glare, where from floodlights or from high temperature processes such as combustion or welding shall not be directed onto any adjoining property. The source of lights shall be hooded or controlled in some manner so as not to light adjacent property. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights which cast light on a public street shall not exceed one footcandle (meter reading) as measured from the centerline of such street. Any light or combination of lights which casts light on residential property shall not exceed 0.4 footcandles (meter reading) as measured from such property.
- B. *Radiation and electrical emissions.* No activities shall be permitted that emit dangerous radioactivity beyond enclosed areas. There shall be no electrical disturbance adversely affecting the operation at any point of any equipment other than that of the creator of such disturbance.
- C. *Smoke.* The emission of smoke by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- D. *Dust or other particulate matter.* The emission of dust, fly ash or other particulate matter by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- E. *Odors.* The emission of odor by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- F. *Explosives.* No activities involving the storage, utilization, or manufacture of materials or products such as TNT or dynamite which could decompose by detonation shall be permitted except such as are specifically licensed by the city council.
- G. *Noise.* All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness and as measured at any property line, shall not exceed the following intensity in relation to sound frequency:

<i>Octave Band Frequency</i>	<i>Maximum Sound Levels – Decibels</i>	
<u>Cycles per Seconds</u>	<u>Lot Line</u>	<u>Residential District Boundary</u>
20 to 75	78	63
75 to 150	74	59
150 to 300	68	55
300 to 600	61	51
600 to 1200	55	45
1200 to 2400	49	38
2400 to 4800	43	31
Above 4800	41	25
Impact Noise	80	55

Between the hours of 10:00 P.M. and 6:00 A.M. the permissible sound levels beyond residential district boundaries (both Column II and Impact) shall be six decibels less than shown above.

In distances where it is determined that a proposed land use may generate a level of noise that will impact on surrounding land uses, the Planning and Zoning Commission and City Council may require that efforts to reduce the potential noise impact be undertaken. These efforts may include screening and landscaping

techniques.

- H. *Hours of Operation.* Hours of operation are limited for truck stops adjacent to residential areas only. The facility shall only operate during the hour of 6:00 a.m. to 9:00 p.m. and no overnight facilities are allowed on the premises.

Sec. 106-441. Table A, Commercial uses.

P (ABC) — Permitted uses (subject to designated criteria established in section 106-444).

P — Permitted uses.

A — Accessory uses (subject to requirements of section 106-741).

C — Conditional uses (subject to requirements of sections [106-216](#) through [106-218](#) and designated criteria established in section 106-444).

* — Not allowed.

Uses (SIC Code #)	Zones			
	CR	NC	GC	MS
All uses permitted or/accessory in R-3 zone, except single-family detached and special lot, duplexes, quadruplexes, townhouses, and multifamily		P	P	p ¹
Single family detached	*	*	*	p ³
All conditional uses in R-3 zone	*	C	C	C
Agricultural service (076–078)	*	*	P	P
Amusements (791–799)	C	*	P	P
Amusement (7993) ²	C	*	P	P
Antique and used merchandise stores (5932)	*	P	P	P
Arrangements for passenger transport (472)	*	*	P	P
Arrangement for shipping and transport (473)	*	*	p ²	P
Apparel and accessory stores (561–569)	C	*	P	P
Automotive dealers and service stations (551, 552, 553, 555–559)	*	*	P	P
Automotive repair, services (751–754)	*	*	P	P
Banking (601–605)	*	*	P	P
Building construction—General	*	*	P	P

EXHIBIT B

contractors (152–161)				
Building construction—Special trade contractors (171–179)	*	*	P	P
Building materials, garden supply (521–523, 526–527)	*	*	P	P
Business services (731, 732, 736–738)	*	*	P	P
Business services (7359)	*	*	P (A, B, C, D)	P
Civil, social and fraternal organizations, (8641)	C	C	C	C
Communications (481–489)	*	*	P	P
Convenience stores (5411)	*	P	P	P
Credit agencies (611–616)	*	*	P	P
Dog grooming	*	*	P(H)	P
Drugstores (591)	*	P	P	P
Eating and drinking places (5813)	C	*	P	P
Eating places (5812)	C	P	P	P
Electric, gas and sanitary services (491, 4923, 493, 494, 4952)	*	P	P	P
Engineering, architectural, accounting services (871–872)	*	P	P	P
Food stores, general (541, 542, 544, 545, 549)	*	*	P	P
Freestanding on-premises signs. See article VII of this chapter				
Governmental and public utility buildings (911–922, 9631, 4311)	C	*	P	P
Grocery, fruit and vegetable stores (542, 543)	*	P	P	P
Hardware stores (525)	*	P	P	P
Home furnishing stores (571–573)	*	*	P	P
Hotels and motels (701, 7032, 704)	C	*	P ⁴	P ⁴
Hospitals, laboratories (806–809)	*	*	P	C
Insurance, real estate, legal, stock	*	P	P	P

EXHIBIT B

and commodity brokers, agents (641–679)				
Laundry (plants) (7216–7219)	*	*	P	*
Membership organizations (861–869)	*	*	P	C
Miniwarehousing (4225)	*	*	C	*
Misc. retail (592, 593, 5948, 596–599, 5399)	C	*	P	P
Misc. repair services (762–764)	*	P	P	P
Misc. shopping (5941–5947, 5949, 5992–5994)	C	P	P	P
Misc. shopping (5995, 5999)	C	*	*	P
Motion picture theaters (7832)	*	*	P	P
Museums, art galleries (841–842)	C	*	P	P
Offices for doctors, dentists, etc. (801–805)	*	P	P	P
Passenger transportation (411–415)	*	*	P	P
Personal services (7211–7215, 722–729)	*	P	P	P
Recreational buildings and community centers	C	P	P	P
Reproduction, photography, and cleaning services (733–734)	*	P	P	P
Repair services (7699) (except tank truck cleaning)	*	*	P	P
Retail bakeries (546)	*	P	P	P
Securities and insurance (621–639)	*	*	P	P
Service stations (554)		*	P	P
Service stations, excluding truck stops (554)	C	*	P	P
Underground pipelines (461)	*	P	P	P
Veterinary services (0742)	*	P	P	P
Video rental and sales shop	*	P	P	P
	C	P	P	C

Parking ramps and structures				
Commercial PUD (Refer to section 106-636)	*	C	C	C
Outdoor sales as a primary or accessory use	*	*	P(C, G)	P
Outdoor storage as a primary or accessory use	C	*	P(B)	P
Off-site parking	C	C	C	C
Off-street loading	C	C	C	C
Joint parking	C	C	C	C
Drive-in or drive through facilities as an accessory or principle use	C	C	C	C
Kennels, boarding (0752)	*	*	C	C
Kennels, breeding (0279)	*	*	C	C
Unlisted uses, similar to uses listed above	C	C	C	C

¹ Within the overlay portion, residential activities are only allowed above the first floor.

² Refer to [chapter 10](#) of this Code. (Must be at least 300 feet from church, school or hospital.)

³ Single family detached prohibited in main street overlay zone, but permitted in main street district.

⁴Hotels and motels are a conditional use under this chapter when adjacent to residential zoned properties (R-1, R-2, and R-3 zoning districts).

(Ord. No. 1501-JJ, § 7, 10-14-02; Ord. No. 1501-AAAA, § 6, 10-11-04; Ord. No. 1501-MMMM, § 6(Exh. F), 4-25-05; Ord. No. 1501-X5, § 6(Exh. F), 7-23-07)

Sec. 106-521. Table A, industrial uses.(a) *Table A, industrial uses.*

P (ABC) — Permitted uses (subject to designated criteria established in section 106-523).

P — Permitted uses.

A — Accessory uses (subject to requirements of section 106-741).

C — Conditional uses (subject to requirements of sections [106-216](#) through [106-218](#) and designated criteria established in section 106-523).

* — Not allowed.

Uses (SIC Code #)	Zones		
	BI	LI	HI
All uses permitted or accessory in the GC zone, except residential	P	P	P
All uses conditional in the GC zone, except residential	C	C	C
<i>Nonmanufacturing Industries:</i>			
Adult oriented business	*	*	P(G)
Air transportation (451–458)	P	P	P
General contractors, heavy construction (161, 162, 1541)	P	P	P
Highway transportation terminal and service facilities (417)	P	P	P
Motor freight transportation and warehousing (421, 423)	*	P(J)	P(J)
Farm product warehousing and storage (4221)	*	P	P
Public warehousing (4222–4226)	P	P	P
Railroad transportation (401)	*	*	P
Shipping container, or fabricated plate work (3443)			
Storage inside	P(ACDE)	P(ACDE)	P
Storage outside (refer to Section 106-444(b))	*	*	P(ACDE)
<i>Wholesale trade:</i>			
Durable goods—light (502, 504, 507, 5082, 5087, 5094)	P	P	P
Durable goods—medium (501)	P	P	P
Durable goods—heavy (503, 5051, 5082–5085, 5088)	*	C	P
Durable goods—heavy (5052, 5093)	*	*	P
<i>Wholesale trade:</i>			
Nondurable goods—light (511–514, 518)	P	P	P
Nondurable goods—medium (5172, 5191–5199)	C	P	P
Nondurable goods—heavy (515, 516, 5171)	*	*	P
<i>Manufacturing Industries:</i>			
Chemicals and allied products (282–285)	*	P(ACDE)	P
Electrical and electronic equipment and supplies			
Light (361–365, 367)	P(ACDE)	P(ACDE)	P
Medium (361, 366, 369)	P(ACDE)	P(ACDE)	P
Fabricated metal products and machinery			
Light (341–345, 358, 3592)	P(ACDE)	P(ACDE)	P
Medium (3493, 3498, 351–353, 356)	*	P(ACDE)	P

Heavy (346, 347, 354, 355, 357)	*	P(ACDE)	P
Heavy (348)	*	*	P
Food and kindred products			
Light (202, 205, 2065–2067)	P(ACDE)	P(ACDE)	P
Medium (2086, 2087, 2092–2099)	C	P(ACDE)	P
Heavy (201, 203, 204, 2062, 2063, 207, 2082–2085)	*	C	P
Leather and leather products (311–319)	C	P(ACDE)	P
Welding shops (7692)	P(ACDE)	P(ACDE)	P
Lumber products, furniture and fixtures			
Light (251–259)	P(ACDE)	P(ACDE)	P
Medium (243–245)	C	P(ACDE)	P
Heavy (249)	*	C	P
Measuring, analyzing and controlling instruments (381–387)	P(ACDE)	P(ACDE)	P
Miscellaneous manufacturing (391–396)	P(ACDE)	P(ACDE)	P
Machine shops (3599)	P(ACDE)	P(ACDE)	P
Miscellaneous manufacturing industries (3991–3995)	*	P(ACDE)	P
Off-premises freestanding signs	See article VII of this chapter		
On-premises freestanding signs	See article VII of this chapter		
Paper and allied products (265–267)	*	*	P
Printing and publishing (271–279)	P(ACDE)	P(ACDE)	P
Rubber and miscellaneous plastics (301, 302, 304, 306, 307)	*	C	P
Stone, clay, glass and concrete (321–325, 3261, 327–329)	*	*	P
Tank truck cleaning	*	*	P
Truck stops	P(H, I)	*	*
Textile mill, and finished products			
Light (224, 225, 231–239)	P(ACDE)	P(ACDE)	P
Medium (222, 223, 226, 229)	*	P(ACDE)	P
Tobacco manufacturers (211–214)	*	P(ACDE)	P
Loading berths at the front or sides of buildings adjacent to R.O.W.	C	C	C
Industrial PUD (refer to section 106-636)	C	C	C
Facilities in excess of height restrictions imposed in section 106-522	*	*	C
Unlisted uses, similar to uses listed above	C	C	C

- (b) *Interpretation and enforcement.* Property uses, except as provided for by section 106-521(a), Table A, are prohibited and constitute a violation of this chapter.
- (c) *Footnotes.* All permitted uses in industrial zones must meet the following minimum performance standards. If requested by the enforcement officer, all applications for building permits must include a certification from a registered engineer that verifies compliance with these performance standards. Where applicable, all permitted uses in industrial zones must meet and be in compliance with the appropriate federal, state, or local regulations.
- A. *Lighting and glare.* Any lighting used shall be arranged so as to deflect light away from any adjoining residential zone or from public streets. Direct or sky-reflected glare, where from floodlights or from high temperature processes such as combustion or welding shall not be directed onto any adjoining property. The source of lights shall be hooded or controlled in some manner so as not to light adjacent property. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public

right-of-way. Any light or combination of lights which cast light on a public street shall not exceed one footcandle (meter reading) as measured from the centerline of such street. Any light or combination of lights which casts light on residential property shall not exceed 0.4 footcandles (meter reading) as measured from such property.

- B. *Radiation and electrical emissions.* No activities shall be permitted that emit dangerous radioactivity beyond enclosed areas. There shall be no electrical disturbance adversely affecting the operation at any point of any equipment other than that of the creator of such disturbance.
- C. *Smoke.* The emission of smoke by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- D. *Dust or other particulate matter.* The emission of dust, fly ash or other particulate matter by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- E. *Odors.* The emission of odor by any use shall be in compliance with and regulated by the appropriate federal, state or local agency.
- F. *Explosives.* No activities involving the storage, utilization, or manufacture of materials or products such as TNT or dynamite which could decompose by detonation shall be permitted except such as are specifically licensed by the city council.
- G. *Noise.* All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness and as measured at any property line, shall not exceed the following intensity in relation to sound frequency:

Octave Band Frequency Cycles per Second	Maximum Sound Levels – Decibels	
	Lot Line	H Residential District Boundary
20 to 75	78	63
75 to 150	74	59
150 to 300	68	55
300 to 600	61	51
600 to 1,200	55	45
1,200 to 2,400	49	38
2,400 to 4,800	43	31
Above 4,800	41	25
Impact noise	80	55

Between the hours of 10:00 p.m. and 6:00 a.m. the permissible sound levels beyond residential district boundaries (both Column II and Impact) shall be six decibels less than shown above.

In distances where it is determined that a proposed land use may generate a level of noise that will impact on surrounding land uses, the planning and zoning commission and city council may require that efforts to reduce the potential noise impact be undertaken. These efforts may include screening and landscaping techniques.

- H. *Hours of operation.* Hours of operation are limited for truck stops adjacent to residential areas only. The facility shall only operate during the hour of 6:00 a.m. to 9:00 p.m. and no overnight facilities are allowed on the premises.
- I.

Truck stops. The facility shall be permitted in the business industrial (BI) districts on truck routes along Barbour's Cut Boulevard and State Highway 146. No construction of any kind shall be permitted within the stipulated setbacks for business industrial zoning districts.

- J. *Trucking terminals.* Trucking terminals shall be allowed only in light industrial (LI) and heavy industrial (HI) zoning districts and shall be further restricted to locations directly adjacent to authorized truck routes (as same are designated in section 70-231 of this Code) located in said LI and HI zoning districts. Any truck terminal operating in whole or in part as a container yard or converting to a container yard shall be restricted to heavy industrial (HI) zone only. See [section 106-746](#) of this chapter for additional requirements.

(Ord. No. 1501U, § A(art. B), 9-23-96; Ord. No. 1501-AA, § 6, 3-23-98; Ord. No. 1501-BB, § 5, 9-15-98; Ord. No. 1501-II, § 5, 3-27-00; Ord. No. 1501-OOOO, § 7, 6-27-05; Ord. No. 1501-Q6, § 6(Exh. F), 1-12-09)

Cross reference— *Sexually oriented businesses, § 90-31 et seq.*