

W.K. (Trey) Hoffman, Chairman
Anne-Marie McMichael, Vice Chair
Jarrad Bourger, Secretary
Jim Autenreith



Nathan Carroll
Brad Jones
Jerry Kent
Lucian Bukowski, Alternate

Notice is Hereby Given of a Regular Meeting of the Planning and Zoning Commission of Spring Valley, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, October 14, 2025, beginning at 6:30 PM. For the Purpose of Considering and Acting upon the Following Items of Business:

The meeting agenda and agenda packet are posted online at www.springvalleytx.com.

The video link to this meeting is: <https://us02web.zoom.us/j/87974426026>

The public toll-free dial-in numbers to participate in the telephonic meeting are 1-346-248-7799 (Houston), 1-253-215-8782 (US), and 1-301-715-8592 (US); enter the Meeting ID: 824 4267 0574 and #.

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

An audio recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. APPROVAL OF MEETING MINUTES

2.1 Minutes for Regular Called Planning and Zoning Meeting on August 12, 2025.

3. OLD BUSINESS

3.1 **DISCUSSION CONCERNING:** POSSIBLE AMENDMENTS TO THE CITY OF SPRING VALLEY VILLAGE CODE OF ORDINANCES; CHAPTER 3 BUILDING AND CONSTRUCTION; ARTICLE 3.1000, BUILDING AND CONSTRUCTION, URBAN FOREST PRESERVATION AND PROTECTION.

4. NEW BUSINESS

4.1 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A FINAL REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

4.2 CONDUCT A PUBLIC HEARING CONCERNING: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

1. Presentation
2. Those In Favor
3. Those Opposed
4. Adjourn Public Hearing

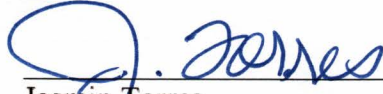
4.3 CONSIDERATION AND POSSIBLE ACTION CONCERNING: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

4.4 DISCUSSION CONCERNING: PROPOSED AMENDMENTS TO ARTICLE 9.100 - SUBDIVISION REGULATIONS

5. ADJOURNMENT

I certify that a copy of the October 14, 2025, agenda of items to be considered was posted on or before the 8th day of October 2025, at 6:30 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:



Jasmin Torres
City Secretary



In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. To better serve attendees, requests for accommodations or interpretive services should be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-465-8308, Fax 713-461-7969, or [Email Jasmin Torres](#) for further information.

Planning & Zoning Commission Meeting Minutes
City of Spring Valley Village
Tuesday, August 12, 2025

1. The Planning & Zoning Commission meeting was called to order by Chairman Trey Hoffman at 7:01 p.m. in the Council Chambers of City Hall, 1025 Campbell Road, Houston, Texas.

Planning & Zoning Members present at City Hall:

- Trey Hoffman, Chairman
- Anne-Marie McMichael, Vice-Chair
- Brad Jones
- Jarrad Bourger
- Nathan Carroll
- Lucian Bukowski

A quorum was present.

City Officials present:

- Jasmin Torres, City Secretary
- Philip J. Boedeker, City Attorney
- Jose Gomez, Development Services Manager

2. Approval of meeting minutes for the regular Planning and Zoning meeting on June 10, 2025

- Anne-Marie McMichael made the motion to approve the minutes. Nathan Carroll seconded the motion. The motion carried 6 to 0.

3. NEW BUSINESS

3.1 CONDUCT A PUBLIC HEARING CONCERNING:

A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

Chairman Hoffman opened the public hearing at 7:04 p.m. Jose Gomez presented opening remarks regarding the proposed replat. Mario Colina of 515 Park Grove Drive, Suite 102, Katy, TX 77450, the engineer for the plat addressed questions and concerns from the Planning and Zoning Commission.

The following residents made comments during the public hearing:

Alfredo Torrey who lives at 8440 Merlin Dr Houston, TX 77055

Tim Glanzman who lives at 8402 Raylin Drive, Houston, TX 77055

Kelly Kline who lives at 8429 Merlin Drive, Houston, TX 77055

Joan Evans who lives at 1309 Pech Rd, Houston, TX 77055

Tracy Herbert who lives at 8441 Raylin Dr, Houston, TX 77055

Amy Winstead who lives 8417 Raylin Dr, Houston, TX 77055

Jim Schwabenland who lives at 8445 Merlin Dr, Houston, TX 77055

Matt Herbert who lives at 8441 Raylin Dr, Houston, TX 77055

Brent Ross who lives at 1322 Modiste St, Houston, TX 77055

Melani Wolfram who lives at 1331 Neeley Dr, Houston, TX, 77055

Chairman Hoffman closed the public hearing at 7:44 p.m.

3.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING:

A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

The commission discussed potential considerations such as easements and current ordinances.

Anne-Marie McMichael made a motion to approve the preliminary replat, Lucian Bukowski seconded the motion.

The motion carried 6 to 0.

4. ADJOURNMENT

Jarrad Bourger made a motion to adjourn. Lucian Bukowski seconded the motion.

The motion carried 6 to 0. The meeting was adjourned at 7:59 p.m.

Signed: _____

Trey Hoffman, Chairman

Attest: _____

Jarrad Bourger, Secretary



Spring Valley Village Planning and Zoning Commission Agenda Item Data Sheet

MEETING DATE:	October 14, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	DISCUSSION CONCERNING: POSSIBLE AMENDMENTS TO THE CITY OF SPRING VALLEY VILLAGE CODE OF ORDINANCES; CHAPTER 3 BUILDING AND CONSTRUCTION; ARTICLE 3.1000, BUILDING AND CONSTRUCTION, URBAN FOREST PRESERVATION AND PROTECTION.

BACKGROUND:	<p>At the June 10, 2025, meeting, the Planning and Zoning Commission discussed potential amendments to the City's <i>Code of Ordinances, Chapter 3, Building and Construction, Article 3.1000, Urban Forest Preservation and Protection</i>. As part of this review, the Commission expressed interest in comparing Spring Valley Village's regulations to those of neighboring villages—specifically concerning the definition, protection, and replacement of "Heritage Trees" and current Urban Forest Preservation and Protection.</p> <p>Staff's preliminary research found that the term "Heritage Tree" is defined differently across various municipalities. Within the Memorial Villages, the only municipality to have the term "Heritage Tree" is Hedwig Village. Each city typically establishes its own criteria for what constitutes a "Heritage Tree". For example, the City of Hedwig Village defines a "Heritage Tree" under Chapter 14, Article VII, Section 14-242, as <i>"a tree that has a diameter of 24 inches or more, measured four and one-half feet above natural grade."</i></p> <p>One of the key factors influencing tree preservation and protection is lot size. In Spring Valley Village, the median lot size is approximately 10,000 square feet, significantly smaller than those in surrounding villages, where lots often exceed 40,000 square feet. This difference presents unique challenges; smaller lots can limit the feasibility of preserving mature trees, whereas larger lots offer more flexibility and</p>
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opportunity for adequate tree protection.

Despite these constraints, Spring Valley Village maintains a relatively strong ordinance regarding tree preservation, protection, and replacement.

Following the June meeting, the Commission requested city staff compile an assessment of urban forestry and tree preservation ordinances from the surrounding villages.

ATTACHMENTS: Tree Comp. Oct 2025 PZ

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: No action is required at this time. This is a discussion item.

	Spring Valley Village	Hunters Creek Village	Hedwig Village
Permit Threshold	Removal of any trees greater than 10 inches	Removals are based on the forster review or staff approval	Any protected tree requires review for the on of tree removal.
Minimum trees per lot based on lot sqft	9,000 sqft-15,000 sqft (5) Approved trees (2) Front yard 9,000 sqft or less (4) Approved trees (2) Front yard Any Cul-de-sac or radial lot (4) Approved trees (1) Front Yard 15,000 sqft or more (6) Approved trees (2) front	7 protected + 1 per 1,000 sqft over 22,500; three in front Lots less than 20,000 sqft 5 – collective circumference equals 375+ inches 2 in front – 150+ inches collective circumference	1 tree per 2,000 square feet; minimum 7; 3 in front
Replacement / Mitigation	Replacement trees required if protected trees are removed	Replacement trees or mitigation fees required if protected trees removed	Replacement trees or mitigation fees required if protected trees removed
Admin / Enforcement	City staff review during permitting/CO request	City staff with development permit process	City staff and forester reports
Tree Protection Requierment	Tree protection required during construction	Tree protection required during construction	Tree protection required during construction
Approved Tree List	Approved tree list provided	Approved tree list provided	Approved tree list provided
Exemptions	No permit required if the tree is a danger or dead	No permit required if the tree is a danger or dead	No permit required if the tree is a danger or dead
Part of Tree City USA	No	No	No
Timing of Planting of tree	within 30 days	within 30 days	N/A
Heritage Trees	N/A	N/A	The removal of a heritage tree for new construction or additional square-footage to the property requires the payment of required tree removal fee and a large replacement tree provided onsite Chapter 14 Building and Building Regualtions (Article VII) Trees Definition: Heritage tree means a tree that has a diameter of 24 inches or more measured four and one-half feet above natural grade.
Average Lot size	10,000 Sqft	20,000 Sqft	15,000 Sqft

	Piney Point Village	Bunker Hill Village	Hilshire Village
Permit Threshold	Qualified/protected tree over 3 inches	Removal of any tree greater than 5+ inches	Removal of any tree greater than 8 inches
Minimum trees per lot based on lot sqft	1 tree per 2,000 sqft	1 per 1,000 square feet; 12 or 17 minimum trunk count	1 per 2,000 sqft (8+ inches)
Replacement / Mitigation	Replacement tree list, min. 3" caliper; security deposits	Replacement/mitigation required; fines for violations	Replacement trees required per city tree list
Admin / Enforcement	Urban Forester and staff review	Building/permits staff review	Building/permits staff review
Tree Protection Requierments	Tree protection required during construction	Tree protection required during construction	Tree protection required during construction
Approved Tree List	Approved tree list provided	Approved tree list provided	Approved tree list provided
Exemptions	No permit required if the tree is a danger or dead	No exemptions permit still required for tree removal if the tree is dead or damaged.	No permit required if the tree is a danger or dead
Part of Tree City USA	Yes	No	No
Timing of Planting of tree	N/A	N/A	Within 120 days
Heritage Trees	N/A	N/A	N/A
Avrage Lot size	40,000 Sqft	20,000 Sqft	8,000 Sqft



**Spring Valley Village Planning and
Zoning Commission
Agenda Item Data Sheet**

MEETING DATE:	October 14, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>CONCERNING: A FINAL REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.</p>

BACKGROUND:	<p>Probstfeld & Associates submitted a final replat application on behalf of the property owner, Castille Investments, LLC, to reduce the 25-foot building line along Modiste Street to 15-foot. Under Chapter 12 Planning and Zoning, Section Five: Building and Use restrictions in Dwelling District "A", Section 05:02.03., Size and Area Requirements, 09.03. Side Building line setbacks, .09.03.02, Adjoining a local or collector street allows for the side building line setback to be not less than fifteen feet (15') on a corner lot.</p> <p>The proposed meets or exceeds the following Dwelling District "A" minimums:</p> <ul style="list-style-type: none"> • Minimum lot area: 10,000 SF • Minimum lot width: 70 feet • Minimum lot depth: 120 feet <p>The preliminary replat was approved by City Council at their regular meeting on August 26, 2025.</p>
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ATTACHMENTS:	<p>1318 Modiste Notice Replat Res, 1318 Modiste St Replat Notice Labels (2), 1318 Modiste Street - 2nd Submittal - FINAL PLAT - COSVV - 8-27-25, Public Hearing Notice - 1318 Modiste St Replat (1)</p>
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: Staff recommends approval of the final replant as it meets the requirements of Chapter 9 Subdivisions Regulations Section 9.117 Replants.



EST. 1955

SPRING VALLEY VILLAGE

July 23, 2025

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A PRELIMINARY RE-PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 12, 2025
Time: 7:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 26, 2025
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

This notice is being sent to you as current property records indicate that you own property in close proximity to 0 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or jgomez@sprivillage.com

Sincerely,

Development Service Manager

Current Owner / Resident
1315 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
14 Tam Ct.
Houston, TX 77055

Current Owner / Resident
8440 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8441 Raylin Dr.
Houston, TX 77055

Current Owner / Resident
8429 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8437 Raylin Dr.
Houston, TX 77055

Current Owner / Resident
8433 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8455 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8501 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
1320 Modiste St.
Houston, TX 77055

Current Owner / Resident
1321 Modiste St.
Houston, TX 77055

Current Owner / Resident
1319 Modiste St.
Houston, TX 77055

Current Owner / Resident
10 Tam Ct.
Houston, TX 77055



EST. 1955
SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

- Fees:**
- Plat or Replat Application - \$500
 - Specific Use Permit Application - \$500
 - Planned Area Development District (PADD) Application - \$7,000
 - Amendment to Planned Area Development District (PADD) Application - \$1,000

Submittal Requirements Checklist:

Six (6) packets, each one shall include all of the items listed below:

- Application
- Letter stating the applicant's reasons for request, the type of request, and other pertinent information
- Letter from property owner
- Proof of ownership
- Metes and bounds of the site and county slide number of plat (if recorded)
- Scale drawings, on 24" x 36" paper (1" = 100'), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
- A pdf of the entire packet submitted to secretary@springvalleytx.com

Subdivision / Development Name: Spring Oaks Section 3 Partial Replat No 2

Geographical Location: 1318 Modiste Street, S. of Raylin; W. of Tam Ct. & N. of Merlin Drive
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Is the location listed belong to a Homeowner's Association (HOA)? Yes / No (Circle One)

Name of Homeowner's Association: N/A

Have you received approval from the Homeowner's Association? Yes / No (Circle One)

Survey/Abstract No.: A.H. Osborne Survey / Abstract 610

Reason for Replat or Amending Plat: To revise 25 feet side building line along Modiste Street to 15 feet

- Submittal Type:**
- Preliminary Plat
 - Final Plat
 - Amending Plat
 - Preliminary Replat
 - Final Replat
 - Specific Use Permit
 - Specific Use Permit Amendment

- Type of Plat:**
- Single Family Residential
 - Zero Lot Line Patio Homes
 - Planned Area Development District
 - Planned Area Development

___ Amendment to Planned Area Development

Plat/PADD Data:

Total Acreage: 0.2449 Typical Lot Size: 10,666 S.F.

Number Lots: 1 Number of Streets: N/A

Numbers and Types of Reserves: N/A Total Acres in Reserve: N/A

Zoning District: A

Applicant: Probstfeld & Associates, Inc.

Contact Name: Mario Colina, P.E.

Address: 515 Park Grove Drive, Suite 102, Katy TX 77450

Phone: 281-829-0034 Fax: 281-829-0233

Email: mario@probstfeld.com

Owner: Castille Investments, LLC

Contact Name: Chad J. Castille

Address: 9018 Elizabeth Road, Houston, TX 77055

Phone: 713-320-1050 Fax: _____

Email: ccastille@germer.com

Engineer or Planner: Probstfeld & Associates, Inc.

Contact Name: Mario Colina, P.E.

Address: 515 Park Grove Drive, Suite 102, Katy TX 77450

Phone: 281-829-0034 Fax: 281-829-0233

Email: _____

Authorization:

My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. **Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for all engineering fees incurred by the City.**



Applicant's Signature

8/26/25

Date

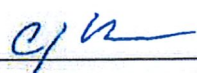
LETTER OF AFFIDAVIT

We, Castille Investments, LLC, do hereby give Probstfeld & Associates, Inc. and their authorized representative(s), the authority to act as an "AUTHORIZED AGENT" on our behalf in the platting process of the following property:

HCAD: 080550000227

AT: 1318 Modiste Street, Houston TX 77055

LGL: Lot 227, Block 14, Spring Oaks Section 3

BY: 

DATE: 5-13-25

Chad Castille / Managing Member of Castille Investments, LLC

PRINT NAME

9018 Elizabeth Rd.

ADDRESS

Houston, TX, 77055

CITY/STATE/ZIP

713.320.1050

PHONE

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
080550000227

Tax Year: 2025



Owner and Property Information								
Owner Name & Mailing Address: MONSEN STEPHEN N & SUZAN 1318 MODISTE ST HOUSTON TX 77055-4868				Legal Description: LT 227 BLK 14 SPRING OAKS SEC 3 1318 MODISTE ST HOUSTON TX 77055				
Property Address: 1318 MODISTE ST HOUSTON TX 77055								
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map ^A
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	10,800 SF	2,223 SF	7813.04	25201	394 -- ISD 25 - Memorial Villages North of I-10	5058B	451W

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	04/21/2025	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2024 Rate	2025 Rate
Residential Homestead (Multiple)	025	SPRING BRANCH ISD	273,815	Not Certified	1.076400	
	040	HARRIS COUNTY	462,415	Not Certified	0.385290	
	041	HARRIS CO FLOOD CNTRL	462,415	Not Certified	0.048970	
	042	PORT OF HOUSTON AUTHY	462,415	Not Certified	0.006150	
	043	HARRIS CO HOSP DIST	462,415	Not Certified	0.163480	
	044	HARRIS CO EDUC DEPT	462,415	Not Certified	0.004799	
	080	CITY OF SPRING VALLEY	162,415	Not Certified	0.395000	
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations			
Value as of January 1, 2024		Value as of January 1, 2025	
	Market	Appraised	
Land	644,800		Land
Improvement	15,200		Improvement
Total	660,000	660,000	Total
			Market
			Appraised
			676,000
			36,077
			712,077
			712,077

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	10,000	1.00	1.00	1.00	--	1.00	65.00	65.00	650,000.00
2	1001 -- Res Improved Table Value	SF3	SF	800	1.00	0.50	1.00	--	0.50	65.00	32.50	26,000.00

Building						
Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1955	Residential Single Family	Residential 1 Family	Good	2,223 *	Displayed
* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above attached garages is included in the square footage living area of the dwelling. Living area above detached garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.						

Building Data	
Element	Detail
Cost and Design	Econ Misimprovement
Foundation Type	Slab
Grade Adjustment	B-
Heating / AC	Central Heat/AC
Physical Condition	Average
Exterior Wall	Shake Shingle
Exterior Wall	Brick / Masonry
Cond / Desir / Util	Average
Element	Units
Room: Total	6
Room: Full Bath	3
Room: Bedroom	4

Building Areas	
Description	Area
ONE STORY FRAME PRI	401
BASE AREA PRI	1,822
OPEN FRAME PORCH PRI	260
FRAME GARAGE PRI	441
OPEN FRAME PORCH PRI	78

Harris Central Appraisal District



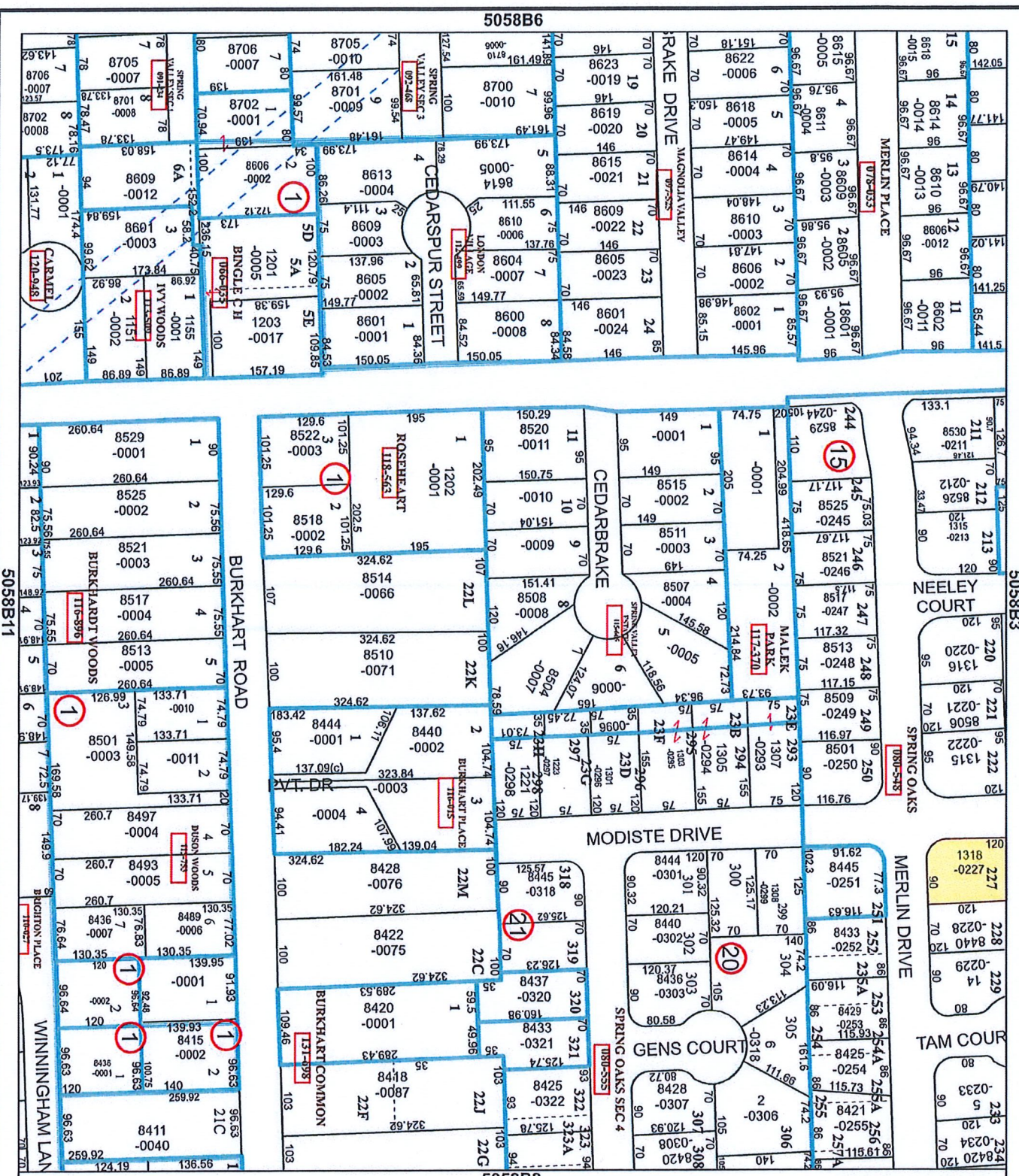
Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property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

MAP LOCATION



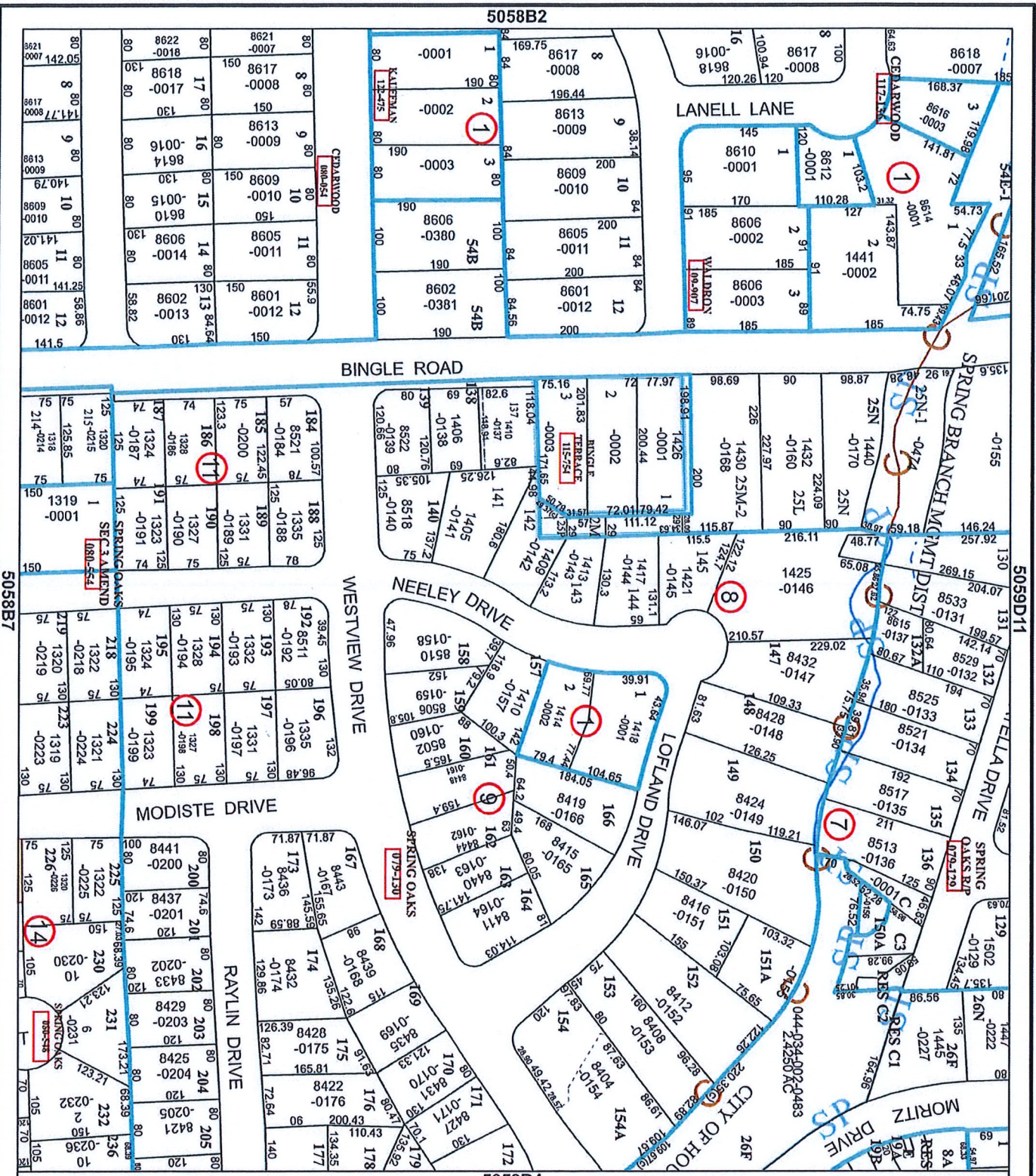
FACET 5058B77

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



0 45 90 180 Feet

PUBLICATION DATE: 1/10/2025



Harris Central Appraisal District



0 45 90 180 Feet
 PUBLICATION DATE: 1/10/2025

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



FACET 5058B3

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

ANNETTE RAMIREZ
 TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
 P.O. BOX 3547
 HOUSTON, TEXAS 77253-3547
 TEL: 713-274-8000



2024 Property Tax Statement
 Web Statement

Statement Date:	May 7, 2025
Account Number	080-550-000-0227



MONSEN STEPHEN N & SUZAN
 1318 MODISTE ST
 HOUSTON TX 77055-4868

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	452,000	208,000	0.385290	\$801.40
Harris County Flood Control Dist	452,000	208,000	0.048970	\$101.86
Port of Houston Authority	452,000	208,000	0.006150	\$12.79
Harris County Hospital District	452,000	208,000	0.163480	\$340.04
Harris County Dept. of Education	452,000	208,000	0.004799	\$9.98

Property Description	
1318 MODISTE ST 77055 LT 227 BLK 14 SPRING OAKS SEC 3 .2480 AC	
Appraised Values	
Land - Market Value	644,800
Impr - Market Value	15,200
Total Market Value	660,000
Less Capped Mkt Value	0
Appraised Value	660,000
Exemptions/Deferrals	
Residential Homestead (Multiple)	

<i>Page: 1 of 1</i>	
Total 2024 Taxes Due By January 31, 2025:	\$1,266.07
Payments Applied To 2024 Taxes	\$1,266.07
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For May 2025	\$0.00

Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2025	7%	\$0.00	\$0.00	\$0.00
By March 31, 2025	9%	\$0.00	\$0.00	\$0.00
By April 30, 2025	11%	\$0.00	\$0.00	\$0.00
By May 31, 2025	13%	\$0.00	\$0.00	\$0.00
By June 30, 2025	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2019 to 2024: Appraised Value 20%, Taxable Value -53%, Tax Rate -1%, Tax Bill -53%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

MONSEN STEPHEN N & SUZAN
 1318 MODISTE ST
 HOUSTON TX 77055-4868

Account Number	080-550-000-0227
Amount Enclosed	\$ _____

Make check payable to:

Web Statement - Date Printed: 05-07-2025

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

ANNETTE RAMIREZ
 TAX ASSESSOR-COLLECTOR
 P.O. BOX 4622
 HOUSTON, TEXAS 77210-4622

0805500002275 2024 000000000 000000000 000000000 000000000

Spring Branch I.S.D.
J Matelske

Tax Assessor - Collector
Physical Address: 8880 Westview Drive, Houston, TX 77055
Mailing Address: PO Box 19037, Houston, TX 77224
Phone: (713) 251-7960 Fax: 713-251-9829
http://sbisd.tax

2024 Tax Statement 05/07/2025

Property Account Number:
080550000227

OWNER NAME AND MAILING ADDRESS
MONSEN STEPHEN N & SUZAN
1318 MODISTE ST
HOUSTON TX 77055-4868

1318 MODISTE ST
LT 227 BLK 14
SPRING OAKS SEC 3

0.248 Acres

UDI: 100%

Assessment Ratio 100%

LAND VALUE	IMPROVEMENT	NON-HOMESITE LAND	NON-HOMESITE IMPROVEMENT	PERSONAL PROPERTY	APPRAISED VALUE	AG VALUE
644,800	15,200	0	0	0	660,000	0

Taxing Entities	Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
SPRING BRANCH ISD	263,400	396,600	1.076400	3,924.55
SPRING VALLEY VLG	152,000	508,000	0.395000	2,006.60

TOTAL BASE TAX 5,931.15
TOTAL BASE PAID 5,931.15
TAX DUE \$0.00

Exemptions: GENERAL HOMESTEAD, OVER 65

2023 CEILING 3,924.55

TAXES ARE DUE UPON RECEIPT. TAXES BECOME DELINQUENT ON: 02/01/2025

THE HARRIS CENTRAL APPRAISAL DISTRICT DETERMINES WHAT PROPERTY IS TO BE TAXED, ITS APPRAISAL VALUE, WHETHER TO GRANT EXEMPTIONS, OWNERSHIP NAME AND ADDRESS, AND WHAT TAXING JURISDICTIONS CAN TAX THE PROPERTY. ANY QUESTIONS REGARDING THIS INFORMATION SHOULD BE DIRECTED TO HCAD AT 713-957-7800.

TEXAS LAW PROVIDES FOR THE ADDITION OF A COLLECTION PENALTY OF 20% ON CERTAIN DELINQUENT TAXES.

Courtesy Copy (Unofficial)

Please detach and return this portion with your payment

			PAYMENT, INTEREST & 33.48 FEES	PAY THIS AMOUNT
TOTAL 2024 TAXES DUE IF PAID IN:	MAY	2025	0%	\$0.00
	JUN	2025	0%	\$0.00
	JUL	2025	0%	\$0.00
	AUG	2025	0%	\$0.00
	SEP	2025	0%	\$0.00
	OCT	2025	0%	\$0.00

080550000227

MONSEN STEPHEN N & SUZAN
1318 MODISTE ST
HOUSTON TX 77055-4868

MAKE CHECK PAYABLE TO:

J Matelske
Tax Assessor - Collector
PO BOX 19037
HOUSTON, TX 77224
(713) 251-7960

2024080550000227

01000000000000000000000000000000



ANNETTE RAMIREZ

Tax Assessor-Collector & Voter Registrar
www.hctax.net

May 15, 2025

Whom It May Concern:

Please be advised that the name SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 is not the name of any subdivision recorded in the subdivision records Harris County Texas, as maintained by the Harris County Appraisal District and the Office of Harris County Tax Assessor-Collector.

Veronica Hernandez

Office of Ann Harris Bennett
Tax Assessor-Collector
Harris County, Texas

PROBSTFELD & ASSOCIATES

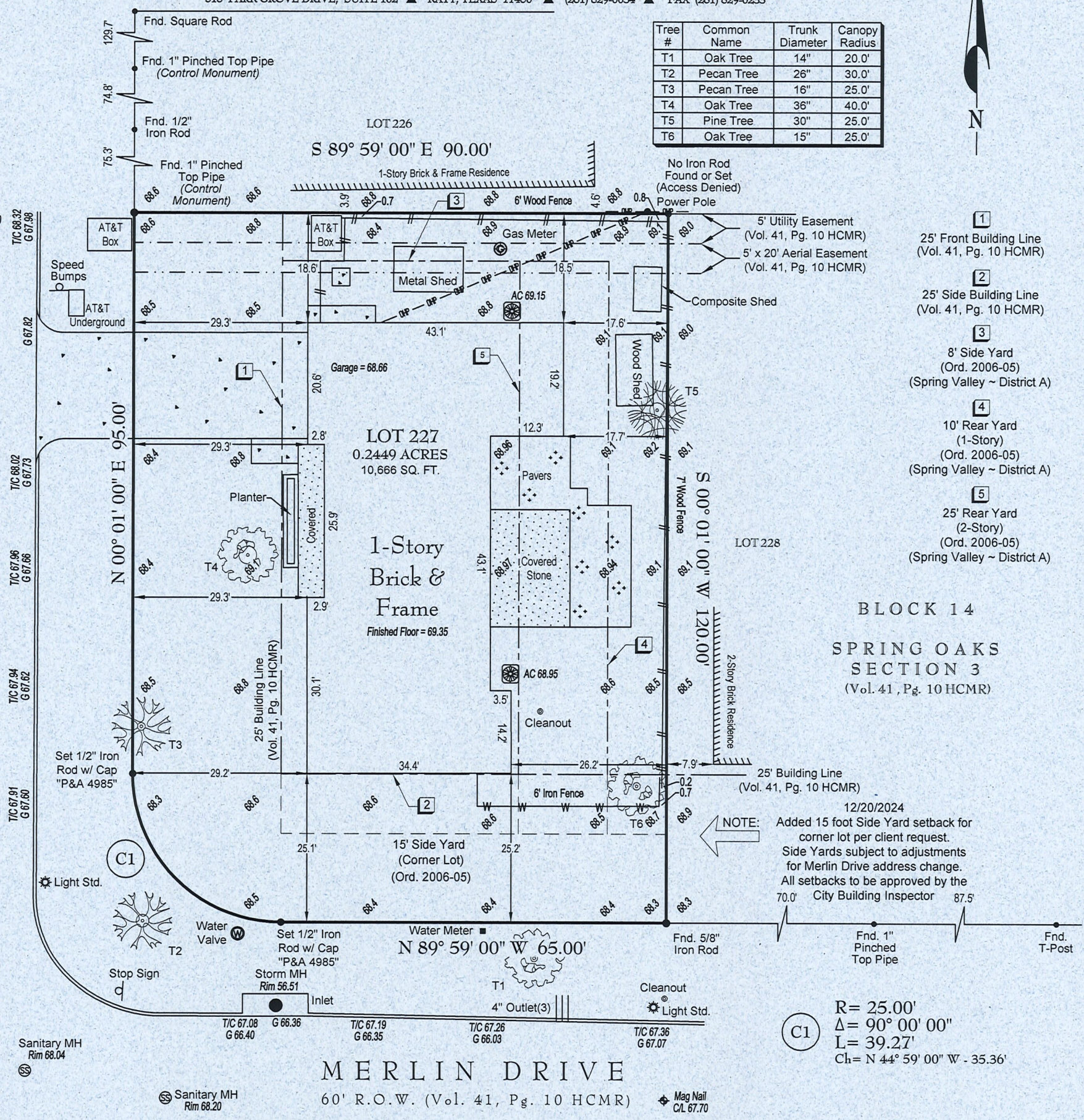
PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ (281) 829-0034 ▲ FAX (281) 829-0233



Tree #	Common Name	Trunk Diameter	Canopy Radius
T1	Oak Tree	14"	20.0'
T2	Pecan Tree	26"	30.0'
T3	Pecan Tree	16"	25.0'
T4	Oak Tree	36"	40.0'
T5	Pine Tree	30"	25.0'
T6	Oak Tree	15"	25.0'

MODISTE STREET
 60' R.O.W. (Vol. 41, Pg. 10 HCMR)
 (Platted as Modiste Drive)



- 1 25' Front Building Line (Vol. 41, Pg. 10 HCMR)
- 2 25' Side Building Line (Vol. 41, Pg. 10 HCMR)
- 3 8' Side Yard (Ord. 2006-05) (Spring Valley ~ District A)
- 4 10' Rear Yard (1-Story) (Ord. 2006-05) (Spring Valley ~ District A)
- 5 25' Rear Yard (2-Story) (Ord. 2006-05) (Spring Valley ~ District A)

BLOCK 14
SPRING OAKS
SECTION 3
 (Vol. 41, Pg. 10 HCMR)

R = 25.00'
 $\Delta = 90^\circ 00' 00''$
 L = 39.27'
 Ch = N 44° 59' 00" W - 35.36'

MERLIN DRIVE
 60' R.O.W. (Vol. 41, Pg. 10 HCMR)

LENDER: INDEPENDENT FINANCIAL, and its successors and/or assigns.

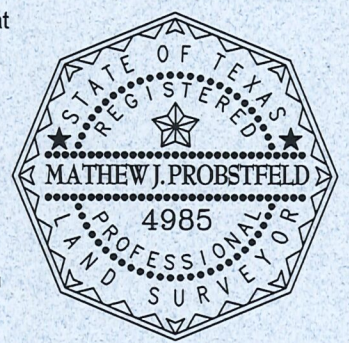
NOTES:

- Elevations shown are based on Harris County Floodplain RM No. 210215, Elevation = 68.31, NAVD88 (2001 Adj.).
- Fences do not follow property lines as shown above.
- Surveyor has not abstracted this property. This survey has been prepared based upon information provided by the title company. No independent investigation of the accuracy of the title company's work has been performed by the surveyor. Zoning ordinances and zoning building setback lines (if any) are not shown. Surveyor has not reviewed restrictive covenants as set forth under Exceptions From Coverage in Schedule B of the Title Commitment.
- Lot subject to any and all zoning ordinances or proposed zoning ordinances including those by the City of Spring Valley, Texas. The above shown tract lies within Dwelling District A as reflected on the Official Zoning Map of the City of Spring Valley, Texas. Front, side and rear yards shown as set forth under Ordinance 231. Maximum foundation height shall not exceed a height of 4 feet above the average surrounding finished grade. The maximum building height shall not exceed 36 feet. The maximum coverage of any lot shall not exceed 60 percent of the lot area located behind the required front building line, and shall not exceed 50 percent of the lot area located in front of the required front building line. Water surface area of a swimming pool shall not be counted as constructed surface. A pool shall be installed in the rear or side yard a minimum of 10 feet from the rear lot line and 8 feet from the side lot line. Additional requirements for accessory structures, fences, driveways, decking (not shown) should be verified prior to any planning or construction.
- Spring Oaks, Section 3, is a deed restricted community. Setback lines for the main residence and garage/outbuilding shown above as set forth under Volume 41, Page 10, of the Harris County Map Records, and also being set forth under Volume 2589 Page 234 of the Harris County Deed Records. Lot may be subject to certain requirements pertaining to front, side and rear setback lines and also architectural protrusions such as eaves, overhangs, ledges, etc., in relation to easements and/or building lines and should be verified prior to any planning or construction. Deed restrictions may be amended from time to time. It is the responsibility of the homeowner to determine the deed restriction status of their property and to comply with all restrictive covenants. Written approval from the Architectural Control Committee may be required.
- All bearings are based on the East right of way line of Modiste Street (N 00° 01' 00" E).

PLAT OF PROPERTY

FOR: **CASTILLE INVESTMENTS, LLC**
 AT: **1318 MODISTE STREET • SPRING VALLEY, TX**
 LGL: **LOT 227, BLOCK 14**
SPRING OAKS, SECTION 3
VOLUME 41, PAGE 10 OF THE MAP RECORDS OF
HARRIS COUNTY, TEXAS
 SCALE: **1" = 20'**
 DATE: **12/17/2024** REVISED DATE: _____
This Property DOES NOT Lie within the designated 100 year floodplain.
 PANEL NO: **48201C 0665 M**
 ZONE: **X** EFF. DATE: **6/9/2014**
 BASE FLOOD ELEVATION: **N/A**
 LOCATED BY GRAPHIC PLOTTING ONLY AND NOT RESPONSIBLE FOR ACTUAL DETERMINATION.
 THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH TITLE COMMITMENT
 PROVIDED BY: **ABSTRACT SERVICES OF HOUSTON**
 GF#: **CPL ~ 7910-25-2422 (4/21/2025)**

I hereby certify that the above plat correctly represents the facts found at the time of the survey made on the ground, under my supervision, and there are no apparent encroachments at the time of this survey, unless shown or noted otherwise.



MATHEW J. PROBSTFELD
 Registered Professional Land Surveyor
 State of Texas No. 4985
 PROBSTFELD & ASSOCIATES, INC • FIRM #10066100
 JOB # 2885-022 DRAWN BY: RK|MDH

THIS SURVEY IS THE PROPERTY OF PROBSTFELD & ASSOCIATES, INC., IS CERTIFIED FOR THIS TRANSACTION ONLY, AND IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR OWNERS.

THE STATE OF TEXAS
COUNTY OF HARRIS

We, **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, acting by and through **CHAD J. CASTILLE, MANAGER**, being officers of **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, owner hereinafter referred to as Owners (whether one or more) of the 0.2449 acres tract described in the above and foregoing map of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2**, do hereby make and establish said subdivision and development plan 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, or permanent access easements), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement five feet in width from a plane sixteen feet (16') above the ground level upward, located adjacent to all public utility easements shown hereon.

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 residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions.

IN TESTIMONY WHEREOF, the **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, has caused these presents to be signed by **CHAD J. CASTILLE**, its manager, thereunto authorized, this _____ day of _____, 2025.

CASTILLE INVESTMENTS, LLC

CHAD J. CASTILLE, MANAGING MEMBER

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared **CHAD J. CASTILLE**, authorized representative of **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME : _____

MY COMMISSION EXPIRES: _____

We, **INDEPENDENT BANK, DBA INDEPENDENT FINANCIAL**, owner and holder of a lien against the property described in the plat known as **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2**, said lien being evidenced by instrument of record in Clerk's File No. RP-2024-475873 of O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

BY: _____

PRINT NAME : _____

PRINT TITLE: _____

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME : _____

MY COMMISSION EXPIRES: _____

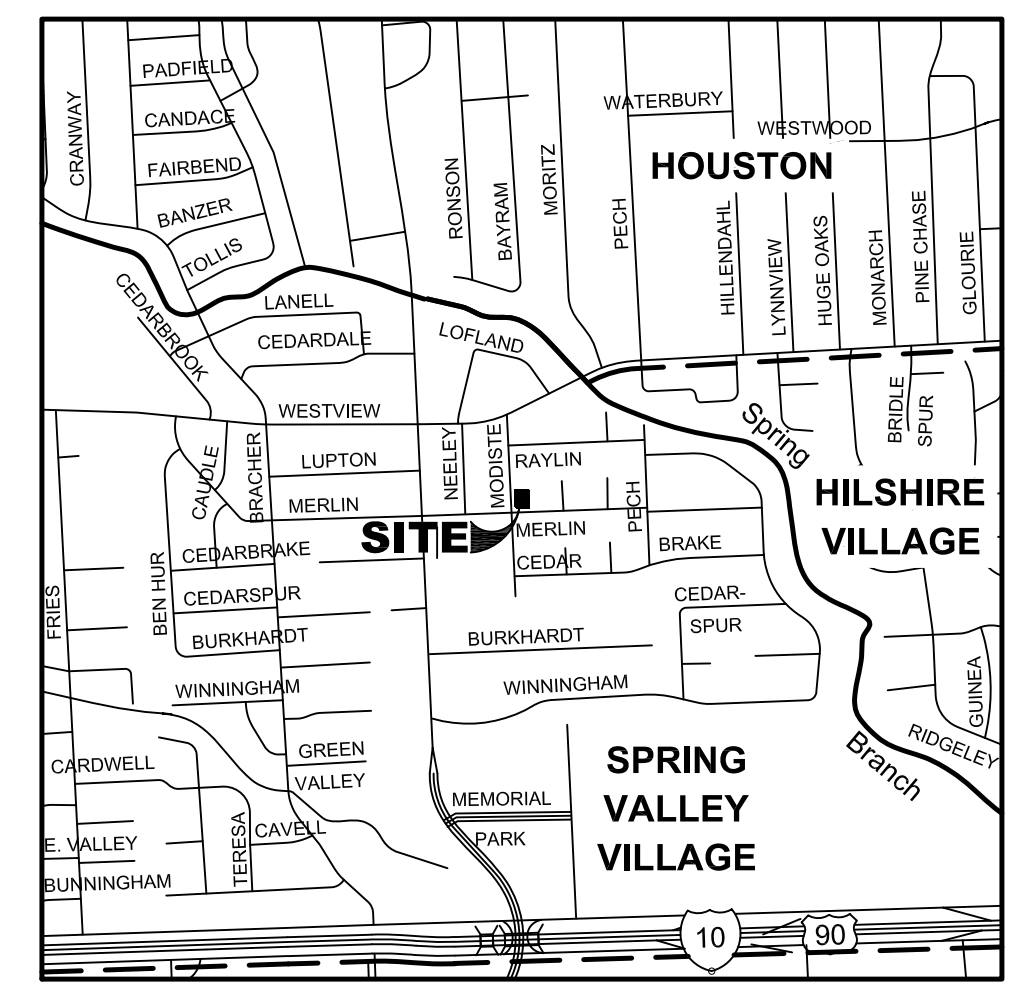
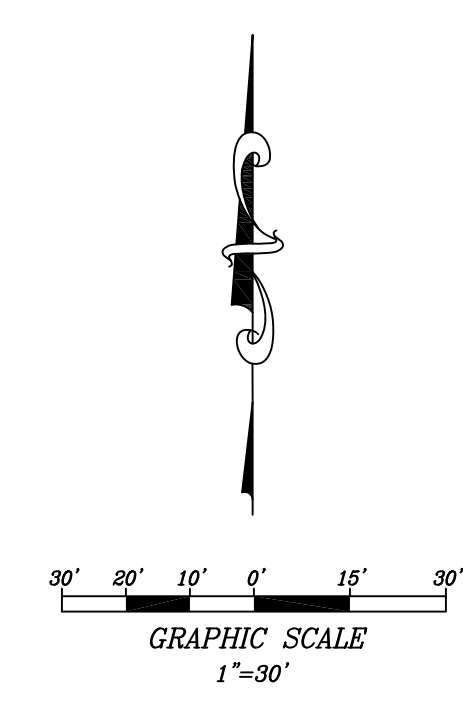
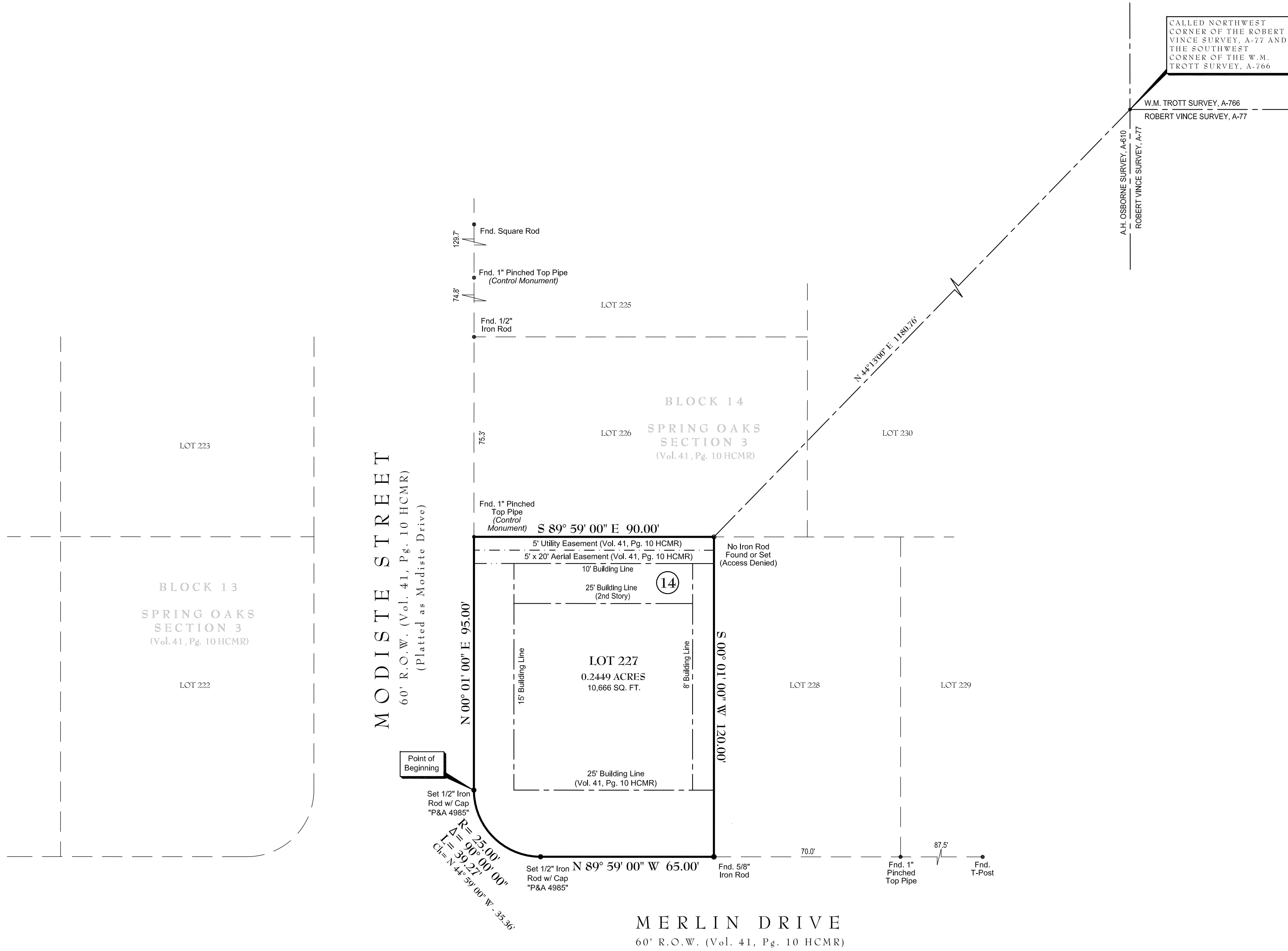
This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas has approved this replat and subdivision of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2** as shown hereon. In testimony whereof, witness this official signature of the chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

BY: _____

W.K. (TREY) HOFFMAN, CHAIRMAN
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify plans and specifications for all streets, drainage structures sanitary sewer lines, water distribution lines and fire hydrants in the subdivision have been prepared in conformance with the standards of the City of Spring Valley Village, Texas and have been approved by me. In testimony whereof, witness this official signature of the Public Works Director of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

KRISTINA WATSON
Public Works Director
City of Spring Valley Village, Texas



- GENERAL NOTES & LEGEND**
1. H.C.M.R. denotes HARRIS COUNTY MAP RECORDS.
 2. H.C.D.R. denotes HARRIS COUNTY DEED RECORDS.
 3. H.C.C.F. No. denotes HARRIS COUNTY CLERK'S FILE NUMBER.
 4. UTIL. ESMT. OR U.E. denotes UTILITY EASEMENT.
 5. BLDG. LINE OR B.L. denotes BUILDING LINE.
 6. W.L.E. denotes WATER LINE EASEMENT.
 7. S.S.E. denotes SANITARY SEWER EASEMENT.
 8. O.P.R.O.R.P. denotes OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
 9. A.E. denotes AERIAL EASEMENT.
 10. (14) denotes BLOCK NUMBER.
 11. Subject Tract **DOES NOT LIE** within the designated 100 year flood plan as shown on FEMA Flood Insurance Rate Map **48201C 0665 M, Dated 6/9/2014. (ZONE X)** (Shown by graphic plotting only)
 12. Information shown on this plat was based on City Planning Letter issued by Abstract Services of Houston, GF# 7910-25-2422 with an effective date of August 25, 2025.

NOTES ON EXISTING PIPELINES
There are no existing pipelines or pipeline easements within this subdivision.

FINAL PLAT OF SPRING OAKS SECTION 3 PARTIAL PLAT NO 2

**A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND
BEING A REPLAT OF LOT 227, BLOCK 14 OF
SPRING OAKS SECTION 3
VOL. 41 PG. 10, H.C.M.R.
IN THE A. H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS**

1 LOT 1 BLOCK NO RESERVE

**REASON FOR REPLAT:
TO REVISE 25 FEET SIDE BUILDING LINE
ALONG MODISTE STREET TO 15 FEET**

**OWNER:
CASTILLE INVESTMENTS, LLC
9018 ELIZABETH ROAD
HOUSTON, TX 77055**

**CITY OF SPRING VALLEY VILLAGE, TEXAS
AUGUST 25, 2025**

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ (281) 829-0034 ▲ FIRM #10066100

This is to certify that the City Council of the City of Spring Valley Village, Texas has approved this replat and subdivision of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2** as shown hereon. In testimony whereof, witness this official signature of the mayor of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

MARCUS VAJDOS, Mayor
City of Spring Valley Village, Texas

I, **MATHEW J. PROBSTFELD**, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of permanent nature) pipes or rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three (3) feet.



MATHEW J. PROBSTFELD
Registered Professional Land Surveyor
State of Texas no. 4985

I, **TENESHIA HUDSPETH**, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2025, at _____ o'clock _____ m., and duly recorded on _____, 2025, at _____ o'clock _____ m., and at Film Code Number No. _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Harris County, Texas, the day and date last above written.

BY: _____
TENESHIA HUDSPETH
Clerk of the County Court
Harris County, Texas

BY: _____ Deputy

A tract or parcel of land containing 0.2449 acres (10,666 square feet) located in the A. H. Osborne Survey, Abstract 610, Harris County, Texas, and being known as Lot 227, in Block 14, of Spring Oaks, Section Three, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas, said 0.2449 acre tract being that same certain tract of land conveyed to Castille Investments, LLC, as recorded under Harris County Clerk's File No. RP-2024-475872, said 0.2449 acre tract being more particularly described by metes and bounds as follows with bearings based on the East right of way line of Modiste Street:

BEGINNING at a set 1/2 inch iron rod with cap (P&A-4985) marking the North end of a curve at the intersection of the North right of way line of Merlin Drive, (60 feet in width as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas), and the East right of way line of Modiste Street, (60 feet in width as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas, and being originally platted as Modiste Drive), said set 1/2 inch iron rod with cap marking the most Westerly Southwest corner of Lot 227, in Block 14, of Spring Oaks, Section Three, said set 1/2 inch iron rod with cap also marking the **POINT OF BEGINNING** and the most Westerly Southwest corner of the herein described tract;

THENCE North 00 degrees 01 minutes 00 seconds East, along the said East right of way line of Modiste Street, a distance of 95.00 feet to a found 1 inch pinched top pipe marking the Northwest corner of said Lot 227, same being the Southwest corner of the herein described tract;

THENCE South 89 degrees 59 minutes 00 seconds East, along the common lot line of said Lot 227 and Lot 226, a distance of 90.00 feet to a point for corner being the Northeast corner of said Lot 227, same being the Northwest corner of Lot 228, said point for corner also being the Northeast corner of the herein described tract;

THENCE South 00 degrees 01 minutes 00 seconds West, along the common lot line of said Lot 227 and Lot 228, a distance of 120.00 feet to a found 5/8 inch iron rod lying in the said North right of way line of Merlin Drive and marking the Southwest corner of said Lot 228, same being the Southeast corner of said Lot 227, said found 5/8 inch iron rod also marking the Southeast corner of the herein described tract;

THENCE North 89 degrees 59 minutes 00 seconds West, along the said North right of way line of Merlin Drive, a distance of 65.00 feet to a set 1/2 inch iron rod with cap (P&A-4985) marking the beginning of a curve to the right along the said intersection of the North right of way line of Merlin Drive, and the said East right of way line of Modiste Street, said curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a chord that bears North 44 degrees 59 minutes 00 seconds West, a distance of 35.36 feet to the **POINT OF BEGINNING** and containing 0.2449 acres, (10,666 square feet), of land.

THENCE in a Northerly direction with said curve to the right along the said intersection to the North right of way line of Merlin Drive, and the East right of way line of Modiste Street; said curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a chord that bears North 44 degrees 59 minutes 00 seconds West, a distance of 35.36 feet to the **POINT OF BEGINNING** and containing 0.2449 acres, (10,666 square feet), of land.



7500 San Felipe, Suite 1020
Houston, TX 77063
713.589.9000 (OFFICE)
713.231.5028 (FAX)

CITY PLANNING LETTER

GF Number: 7910-25-2422

Date: August 25, 2025

To: City of Spring Valley Village

Title Houston Holdings (Title Company) certifies that a diligent search of the real property records of Title Houston Holdings title plant has been made, as to the herein described property, and as of 8:00 AM on the 17th day of August, 2025, we find the following:

Property Description:

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

Owner(s) of Record: Castille Investments, LLC, a Texas limited liability company

By virtue of Warranty Deed dated December 20, 2024, recorded in Clerk's File No. RP-2024-475872.

Deed Restrictions:

Subject to covenants, conditions and restrictions as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas; and recorded under Clerk's File No. V621134, 20070016227 and 20100005617; and per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Easements and other encumbrances:

No building, fence, or any other form of construction shall be located on any residential building plot nearer than Twenty-five (25') feet to the front line, nor nearer than Ten (10') feet to any side line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas and as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Twenty-five (25') feet Setback line along the west side of the property line, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Five (5') feet Utility easement along the rear of the property, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Unobstructed ariel easement five (5') feet wide from a plane twenty (20') feet above the ground upward located adjacent to all utility easements, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

No building, except detached garage or other out-building located Seventy (70') feet or more from the front lot line shall be located nearer than five (5') feet to any side lot line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

No residence or attached appurtenance shall be erected on any lot farther than Sixty-five (65') feet from the front lot line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

Lien Holder(s):

Deed of Trust dated December 20, 2024, recorded in Clerk's File No. RP-2024-475873, executed by Castille Investments, LLC, payable to Independent Bank DBA Independent Financial, in the principal amount of \$660,000.00.

Deed of Trust dated July 17, 1998, recorded in Clerk's File No. T159537, executed by Stephen N. Monsen and Suzan B. Monsen, payable to Mortgage Factory Inc. DBA Mortgages Direct, in the principal amount of \$124,000.00, subject to assignments recorded under Clerk's File No. T159538 and 20090209750.

Note: Maturity Date August 1, 2028

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is used for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Title Houston Holdings, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Title Houston Holdings assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Title Houston Holdings of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Title Houston Holdings assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Title Houston Holdings only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which on the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Title Houston Holdings disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Title Houston Holdings liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Title Houston Holdings and will cover all actions arising by statutes, in contract, or in tort.

Title Houston Holdings



Melanie Garza
Title Examiner
Updated from 4/21/2025 (MG)

TITLE HOUSTON HOLDINGS

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

FAH24014681

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT THE UNDERSIGNED, **STEPHEN N. MONSEN AND SUZAN B. MONSEN**, husband and wife (collectively, "*Grantor*"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by **CASTILLE INVESTMENTS, LLC**, a Texas limited liability company ("*Grantee*"), the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of a promissory note of even date herewith in the principal sum of **SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00)** payable to the order of Independent Bank d/b/a Independent Financial, a Texas state financial institution ("*Lender*"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a **DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT** of even date herewith to **DANIEL W. BROOKS**, Trustee, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY unto the said Grantee, all that certain lot, tract, or parcel of land together with all improvements thereon, lying and being situated in Harris County, Texas, described on Exhibit A, attached hereto.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Harris County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's successors and assigns forever. And Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

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

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

[Signature Page Follows]

RP-2024-475872

EXECUTED 12.20, 2024.

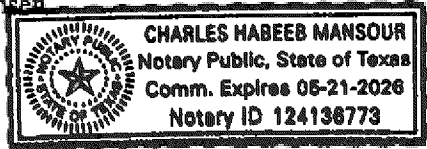
GRANTOR:

Stephen N. Monsen
Stephen N. Monsen

Suzan B. Monsen
Suzan B. Monsen

THE STATE OF Texas §
COUNTY OF Harris §

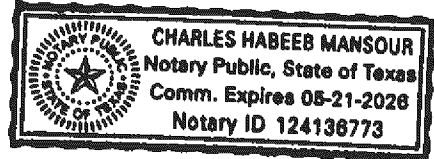
This instrument was acknowledged to me on the 20 day of December, 2024, by Stephen N. Monsen



[Signature]
Notary Public, State of Texas

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged to me on the 20 day of December, 2024, by Suzan B. Monsen.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RP-2024-475872

Exhibit A

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

RP-2024-475872

RP-2024-475872
Pages 4
12/23/2024 07:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$33.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

224

1117154

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

That, The J. E. Lyon Development Co., a Texas Corporation domiciled in Harris County, Texas, and being the owner of that certain addition of the City of Houston, Harris County, Texas, known as Spring Oaks, Section No. 3, according to the plat thereof, duly recorded in the office of the County Clerk of Harris County, Texas, under File No. 1081612, dated the 13th day of January, 1953, for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in said addition as a first class restricted district, does hereby establish the following restrictions upon the use of said property and such restrictions shall be referred to, adopted and made a part of each and every contract and deed executed by or on behalf of The J. E. Lyon Development Co., conveying said property or any part thereof by appropriate reference to these reservations and restrictions, making the same a part of such conveyance to all intent and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot in said addition for the benefit of each and every other lot and shall constitute covenants running with the land and shall inure to the benefit of The J. E. Lyon Development Co., his successors and assigns, and to each and every purchaser of land in said addition, and their heirs and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. All lots and reserves in the above described area shall be known and described as residential lots,

2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant. Rental of such servants quarters, however, is strictly

prohibited. However, it is expressly provided that one owner of two adjacent lots, or parts thereof, may build one structure on the two lots, or parts thereof, in accordance with this restriction in which event the outer lot lines will be considered as the side lot lines for all purposes herein.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation by the committee composed of James E. Lyon, Alfred E. Pampell and Eugene J. Walker or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease January 1, 1981. Thereafter the approval described in these covenants shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No dwelling shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building, fence, or any other form of construction shall be located on any residential building plot nearer than Twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet

236
286

to any side street line. No building, except a detached garage or other outbuilding located seventy (70) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line, except as indicated in paragraph 2.

5. No residence or attached appurtenance shall be erected on any lot farther than Sixty-five (65) feet from the front lot line.

6. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than twelve hundred (1200) square feet. All buildings shall have a minimum of one hundred (100) square feet of masonry made a part of the front of the structure.

9. All driveways shall be uniform in construction. The approach from the street to the property line shall be reinforced, 2500# concrete, eighteen (18) feet wide at the curb pavement, and extending back to the front property line of the lot eight (8) feet wide, on a grade not to exceed fifteen (15) per cent.

10. Easements affecting all lots are reserved as shown on the original recorded plat, for utility installation and maintenance, above referred to.

11. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or large signs used by a builder to advertise the property during the construction and sale period.

13. No oil or gas development operations or refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot for forty-seven (47) years after date hereof. No derrick or

other structure designed for use in drilling for oil or natural gas be erected, maintained or permitted upon any lot for forty-seven (47) years after date hereof, nor shall any oil or gas or mineral lease be made for forty-seven (47) years after date hereof by any future owner or owners of property in Spring Oaks Addition.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. No individual water supply system shall be permitted on any lot.

16. No individual sewage disposal system shall be permitted on any lot.

17. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points ten (10) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property lines extended. The same sight-line limitations shall apply on any lot within twenty-five (25) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole

13
238

or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages.

WITNESS MY HAND AND SIGNATURE this the 10 day of April, A.D. 1953.

J. E. LYON DEVELOPMENT CO.

By J. E. Lyon, President

ATTEST: Joe H. Reynolds, Secretary

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for the state of Texas, County of Harris, on this day personally appeared J. E. Lyon, President of The J. E. Lyon Development Co., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of April, A. D. 1953.

Horace H. Jennings
Notary Public in and for Harris County, Texas

HORACE H. JENNINGS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1953

Filed for Record Apr. 15, 1953 , at 2:15 o'clock P.M
Recorded May 18, 1953 , at 1:03 o'clock P.M
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY C. F. Ritchey, Deputy

Amenc

AMENDMENT TO THE RESTRICTIVE COVENANTS OF SPRING OAKS, SECTION THREE(3)

105

2

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Amendment to the Restrictive Covenants is made by and among the undersigned persons, who collectively constitute the owners of a majority of the lots in Spring Oaks, Section Three(3).

WHEREAS, Deed Restrictions for Spring Oaks, Section Three(3) were recorded in Volume 2589, Page 234 of the Deed Records of Harris County, Texas on or about April 10, 1953;

lee

WHEREAS, such restrictions imposed on all lots in Spring Oaks, Section Three(3) the certain covenants, conditions, restrictions, and easements therein set forth;

WHEREAS, Paragraph Nineteen(19) of the Restrictions provides that the Restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them until May 18, 1978, at which time said covenants shall be automatically extended for successive periods of ten(10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; and

WHEREAS, the undersigned owners, being the owners of at least fifty-one percent(51%) of real property in Spring Oaks, Section Three(3), wish to amend and modify the Restrictions as hereinafter provided.

NOW THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the undersigned owners, being a majority of the owners of the lots in Spring Oaks Section Three(3), desire to amend the Restrictions as follows:

Paragraph Two(2) of the Restrictions is hereby amended and modified to add the following sentence to the end of the original paragraph:

“HOWEVER, IT IS ALSO EXPRESSLY PROVIDED THAT CONSTRUCTION OF A TWO STORY HOUSE SHALL BE PERMITTED ON ANY LOT IN SECTION THREE UPON THE RECORDING OF A PETITION TO WAIVE ONE STORY RESTRICTION SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO PERMIT SUCH TWO-STORY CONSTRUCTION”

549-18-181

IN WITNESS HEREOF, this amendment to the Restrictions for Spring Oaks, section Three(3) was executed as of the date indicated following the signature of the undersigned owners and are effective upon proper recordation of this document in the Real Property Records of Harris County, Texas.

DATED this 25th day of February, 2002.

[Handwritten signature: RDK]

Robert D. Kennedy

(75)
102

STATE OF TEXAS

§

COUNTY OF HARRIS

§

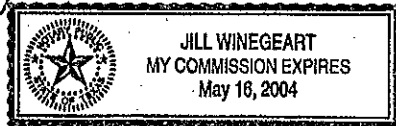
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Before me, a notary public, on this day personally appeared Robert Kennedy, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the *25th* day of February 25, 2001.

Jill Winegeart

Notary Public for The State of Texas



549-18-1928

8309 Leafy Lane
Street Address

Lot 286 Block 18
Lot # and Block #, Section Three(3)

Robert Eutsler
Property Owner: Robert Eutsler

for

Date signed: 2-24-02

Michelle Eutsler
Property Owner: Michelle Eutsler

for

Date signed: 2/24/02

545-10-1921

8509 Merlin
Street Address

Lot 249 Block 15
Lot # and Block #, Section Three(3)

Lyndy A. Layman
Property Owner: Lyndy Layman

Lyndy

Date signed: 2/23/02

Rob Olinger
Property Owner: Rob Olinger

Rob

Date signed: 2/23/02

549-18-1922

14 Tam Ct.
Street Address

Lot 229 Block 14
Lot # and Block #, Section Three(3)

Theodora Gutowsky
Property Owner: Theodora Gutowsky

Date signed: 2/23/02

Property Owner:

Date signed: _____

549-18-1923

8530 Merlin
Street Address

Lot 211 Block 13
Lot # and Block #, Section Three(3)

Juan F. Vasquez
Property Owner: Juan Vasquez

con

Date signed: 2/23/02

Allison Vasquez
Property Owner: Allison Vasquez

con

Date signed: 2/23/02

549-18-1924

1319 Modiste
Street Address

Lot 223 Block 13
Lot # and Block #, Section Three(3)

Arthur Slagle
Property Owner: Arthur Slagle

AS

Date signed: 2-22-2002

Diane Slagle
Property Owner: Diane Slagle

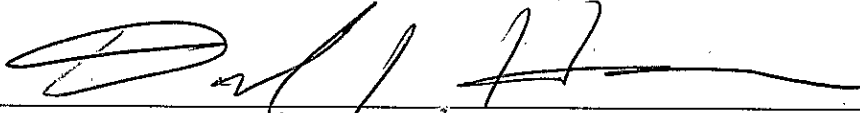
DS

Date signed: 2-22-2002

549-18-1925

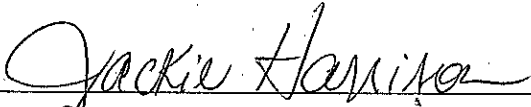
1315 Neeley
Street Address

Lot 213 Block 13
Lot # and Block #, Section Three(3)


Property Owner: David Harrison

low

Date signed: 2/21/02


Property Owner: Jackie Harrison

low

Date signed: 2/21/02

549-18-1926

1330 Krist
Street Address

Lot 276 Block 17
Lot # and Block #, Section Three(3)

Michael Howard

Property Owner:

Michael Howard

HW

Date signed: 2-23-02

Lillian Howard

Property Owner:

Lillian Howard

HW

Date signed: 2-23-02

549-18-1927

8324 Merlin
Street Address

Lot 281 Block 18
Lot # and Block #, Section Three(3)

Marvin Brenner
Property Owner: Marvin Brenner

Date signed: February 21, 2002

Faydell Brenner
Property Owner: Faydell Brenner

Date signed: Feb. 21, 2002

ca

ca

549-18-1928

8409 Merlin Dr.
Street Address

Lot 260 Block 16
Lot # and Block #, Section Three(3)

Lynda Couch
Property Owner: Lynda Couch

LC

Date signed: 2/22/02

Property Owner:

Date signed: _____

549-18-1929

1322 Neeley
Street Address

Lot 218 Block 13
Lot # and Block #, Section Three(3)

Lorraine Podd
Property Owner: Lorraine Podd

CP

Date signed: 2-28-02

Property Owner:

Date signed: _____

549-18-1938

8318 Leafy Lane
Street Address

271 - 1/2 272 Block 17
Lot # and Block #, Section Three(3)

Richard Tarco
Property Owner: Richard Tarco

lon

Date signed: 2-20-02

Blanca Tarco
Property Owner: Blanca Tarco

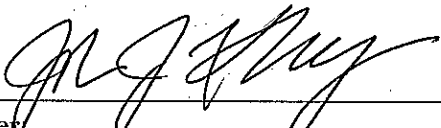
lon

Date signed: 2-20-02

549-18-1931

1 T91 Ct.
Street Address

Lot 239 Block 14
Lot # and Block #, Section Three(3)


Property Owner: John J. Klevenhagen, III



Date signed: 2/20/02

Property Owner:

Date signed: _____

549-18-1932

8332 Merlin
Street Address

Lot 280 Block 18
Lot # and Block #, Section Three(3)

Joe B. Stephens
Property Owner: Joe B. Stephens

low

Date signed: 9-20-02

Property Owner:

Date signed: _____

549-18-1933

1322 Modiste
Street Address

Lot 225 Block 14
Lot # and Block #, Section Three(3)

Richard Nordin
Property Owner:
Richard Nordin

con

Date signed: 2-19-02

Cheryl Nordin
Property Owner:
Cheryl Nordin

con

Date signed: 2-19-02

549-18-1934

8341 Leafy Lane
Street Address

Lot# 292 Block 18
Lot # and Block #, Section Three(3)

Roger Swanson
Property Owner:
ROGER SWANSON

RS

Date signed: 2.19.02

Laura Dye
Property Owner:
Laura Dye

LD

Date signed: 2.19.02

549-13-1935

8334 Leafy Lane
Street Address

Lot 267 Block 17
Lot # and Block #, Section Three(3)

Property Owner: Thelma E. Gafford
Thelma E. Gafford

low

Date signed: 2-19-2002

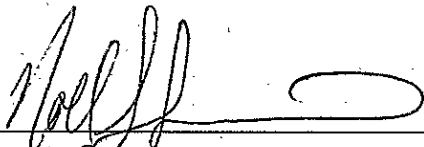
Property Owner:

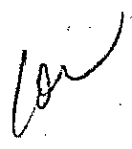
Date signed: _____

549-18-1936

8346 Leafy Lane
Street Address

Lot 264 Block 17
Lot # and Block #, Section Three(3)


Property Owner: Noel S. Irvin



Date signed: 2/16/2002

NOEL S. IRVIN
Property Owner:

Date signed: 2/16/2002

549-18-1937

8342 Leafy Lane
Street Address

Lot 265 Block 17
Lot # and Block #, Section Three(3)

Helen S. Wheat
Property Owner: Helen S. Wheat

lor

Date signed: 2/17/02

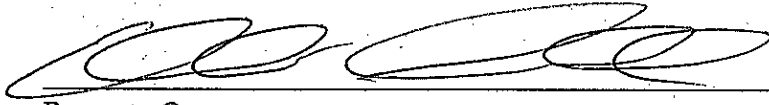
Helen S. Wheat
Property Owner:

Date signed: 2/17/02

3-13-03


8350 Leafy Lane
Street Address

Lot 263 Block 17
Lot # and Block #, Section Three(3)


Property Owner: Ellis Gerall

EW

Date signed: 2/17/02


Property Owner: Cynthia Gerall

EW

Date signed: 2/17/02

549-18-1939

8413 Merlin
Street Address

Lot 259 Block 16
Lot # and Block #, Section Three(3)

Barbara Conway
Property Owner: Barbara Conway

low

Date signed: 2-17-02

Property Owner:

Date signed: _____

549-18-1948

8429 Merlin
Street Address

Lot 253 Block 16
Lot # and Block #, Section Three(3)

Raymond Thompson
Property Owner: Raymond Thompson

lon

Date signed: 2/17/02

Jane Thompson
Property Owner: Jane Thompson

lon

Date signed: 2/17/02

549-18-1941

1315 Pech
Street Address

Lot 241 Block 14
Lot # and Block #, Section Three(3)

Bill Davison
Property Owner: Bill Davison

Date signed: 2/17/2002

Judy Davison
Property Owner: Judy Davison

Date signed: 2/17/2002

BD

JD

549-18-1942

8421 Merlin
Street Address

Lot 257 Block 14
Lot # and Block #, Section Three(3)

Leo L Barnes
Property Owner:
Leo L. Barnes

Leo

Date signed: 2/17/02

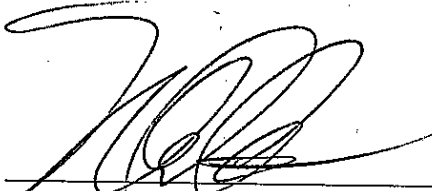
Property Owner:

Date signed: _____

549-18-1943

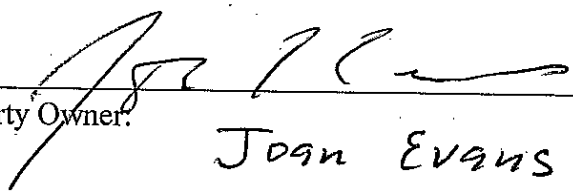
1309 Pech
Street Address

Lot 262 Block 16
Lot # and Block #, Section Three(3)


Property Owner: Michael Evans

lor

Date signed: 2/16/02


Property Owner: Joan Evans

lor

Date signed: 2/16/02

549-18-1944

1320 Pech
Street Address

Lot 277 Block 18
Lot # and Block #, Section Three(3)

Jeannette L. Wright
Property Owner: Jeannette Wright

lor

Date signed: 2-17-2002


Property Owner:

Date signed: _____

549-18-1945

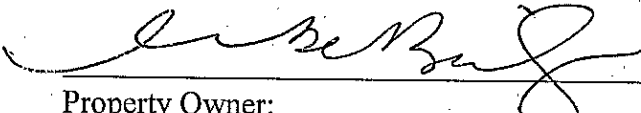
1318 Pech
Street Address

Lot 278 Block 18
Lot # and Block #, Section Three(3)


Property Owner:
Bradley Bailey

con

Date signed: 2.17.02


Property Owner:
Ann - Dee P. Bailey

con

Date signed: 2.17.02

549-18-1946

Kennedy
013 722 0027

549-18-1917

8319 Leafy Lane
Street Address

Lot 288 + 289 Block 18
Lot # and Block #, Section Three(3)

Joanne Sockler
Property Owner:
JOANNE SOCKLER

Jo

Date signed: 2-17-'02


Property Owner:

Date signed: _____

549-18-1948

6 T91 Court
Street Address

Lot 237 Block 14
Lot # and Block #, Section Three(3)

Property Owner: 
Bob Ray Dawson

for

Date signed: 2/17/02

Property Owner: _____

Date signed: _____

549-18-1949

1314 Pech Rd.
Street Address

Lot 279 Block 18
Lot # and Block #, Section Three(3)

Joy Purfurst
Property Owner: Joy Purfurst

low

Date signed: 02/16/02

Property Owner:

Date signed: _____

549-18-1950

1320 Modiste
Street Address

Lot 226 Block 14
Lot # and Block #, Section Three(3)

Evgenia L. Simons
Property Owner: Evgenia Simons

low

Date signed: 2/16/02

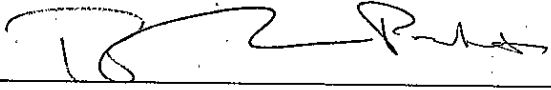
Property Owner:

Date signed: _____

549-18-1951

8526 Merlin
Street Address

Lot 212 Block 13
Lot # and Block #, Section Three(3)


Property Owner:
Bridgett Tims Pracht

low

Date signed: 2-16-02

Property Owner: _____

Date signed: _____

549-18-1952

8320 Merlin
Street Address

Lot 282+283 Block 18
Lot # and Block #, Section Three(3)

Clyde S. Altemus

Property Owner:

Clyde Altemus

ba

Date signed: 2-16-02

Susan Altemus

Property Owner:

Susan Altemus

ba

Date signed: 2.16.02

549-18-1953

8406 Merlin
Street Address

Lot 240 Block 14
Lot # and Block #, Section Three(3)

Mark Frugoni
Property Owner:
Mark Frugoni

for

Date signed: 2-16-02

Annelise Frugoni
Property Owner:
Annelise Frugoni

for

Date signed: 2-16-02

549-18-1954

8405 Merlin
Street Address

Lot 261 Block 16
Lot # and Block #, Section Three(3)

Sam Condic

Property Owner:

Samuel Condic

Con

Date signed: 16 FEB, 2002

Elizabeth Condic

Property Owner:

Elizabeth Condic

Con

Date signed: 2/16/02

549-18-1955

6 Tam Court
Street Address

Lot 231 Block 14
Lot # and Block #, Section Three(3)

Nancy G. Mooney
Property Owner:

Nancy Mooney

low

Date signed: 2-16-02

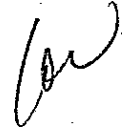
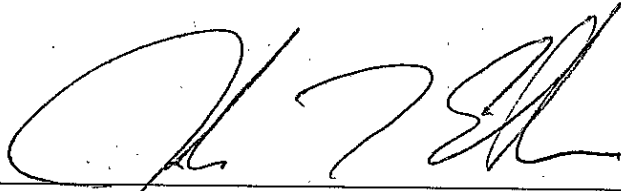
Property Owner:

Date signed: _____

549-18-1956


8424 Merlin
Street Address

Lot 233 Block 14
Lot # and Block #, Section Three(3)



Property Owner: John Elder

Date signed: 2-16-02



Property Owner: Rebecca Elder

Date signed: 2/16/02

549-18-1957

1318 Modiste
Street Address

Lot 227 Block 14
Lot # and Block #, Section Three(3)

Steph N Mousen

Property Owner:

Stephen Mousen

low

Date signed: 2-16-02

Suzan Mousen

Property Owner:

Suzan Mousen


low

Date signed: 2-16-02

549-18-1958

10 Tam Court
Street Address

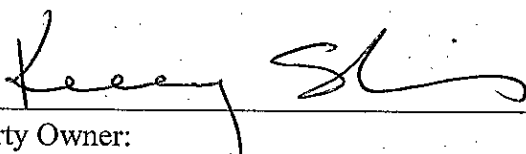
Lot 230 Block 14
Lot # and Block #, Section Three(3)



Property Owner: Tom Stinson

Car

Date signed: 2-16-02



Property Owner: Kelly Stinson

Car

Date signed: 2-16-02

549-18-1859

1315 Modiste
Street Address

Lot 222 Block 13
Lot # and Block #, Section Three(3)

W. Herrmann
Property Owner: William Herrmann

WH

Date signed: 2/16/02

Ann Herrmann
Property Owner: Ann Herrmann

AH

Date signed: 2-16-02

549-18-1968

8501 Merlin
Street Address

Lot 250 Block 15
Lot # and Block #, Section Three(3)

Pat L Richards
Property Owner:
Pat L. Richards

low

Date signed: 2-16-02

Billie Richards
Property Owner:
Billie Richards

low

Date signed: 2-16-02

549-18-1961

549-18-1962

8513 Merlin
Street Address

Lot 248 Block 15
Lot # and Block #, Section Three(3)

Ben Wohlford
Property Owner: Ben Wohlford

W

Date signed: 2/16/02

Lindsey Wohlford
Property Owner: Lindsey Wohlford

W

Date signed: 2/16/02

8517 Merlin
Street Address

Lot 247 Block 15
Lot # and Block #, Section Three(3)

Molly Pitkin
Property Owner: Molly Pitkin

MP

Date signed: 5/16/02

Property Owner:

Date signed: _____

549-18-1963

1320 Neeley
Street Address

Lot 219 Block 13
Lot # and Block #, Section Three(3)

Ronald A. Ohstfeldt
Property Owner: Ronald Ohstfeldt

CO

Date signed: 2/16/02

Mildred Ohstfeldt
Property Owner: Mildred Ohstfeldt

CO

Date signed: 2/16/02

549-18-1964

1319 Neeley
Street Address

Lot 217
Lot 216 Block 13
Lot # and Block #, Section Three(3)

Frances P. Lahrmann
Property Owner: Frances P. Lahrmann

(w)

Date signed: 2-16-02

Property Owner:

Date signed: _____

549-18-1965

549-18-1966

8521 Merlin
Street Address

Lot 246 Block 15
Lot # and Block #, Section Three(3)

Wes Lincecum
Property Owner: Wes Lincecum

low

Date signed: 2/16/02

Stacey Lincecum
Property Owner: Stacey Lincecum

low

Date signed: 2/16/02

8529 Merlin
Street Address

Lot 244 Block 15
Lot # and Block #, Section Three(3)

Mike Zabransky
Property Owner: Mike Zabransky

low

Date signed: 2/16/02

Property Owner:

Date signed: _____

549-18-1967

8326 Leafy Lane

Street Address

Lot 269 Block 17

Lot # and Block #, Section Three(3)

Property Owner:

RD/K
Robert D. Kennedy

aw

Date signed:

2-16-02

Bessie B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2002 FEB 25 PM 4:17

FILED

aw

Property Owner:

Colleen Kennedy
Colleen Kennedy

Date signed:

2-16-02

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 on

FEB 25 2002



Bessie B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to
Robert D Kennedy
5100 Westheimer #200
Houston, TX 77056

549-18-1968

AMENDMENT TO THE RESTRICTIVE COVENANTS
OF SPRING OAKS, SECTION THREE (3)

12
Amend
4/8/02
M

THE STATE OF TEXAS

S
S
S
S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This Amendment to the Restrictive Covenants is made by and among the undersigned persons who collectively constitute the owners of a majority of the lots in Spring Oaks, Section Three (3).

WHEREAS, Deed Restrictions for Spring Oaks, Section Three (3) were recorded in Volume 2589, Page 234 of the Deed Records of Harris County, Texas on or about April 10, 1953;

lll

WHEREAS, such restrictions imposed on all lots in Spring Oaks, Section Three (3) the certain covenants, conditions, restrictions, and easements therein set forth;

WHEREAS, Paragraph Nineteen (19) of the Restrictions provides that the Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until May 18, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part; and

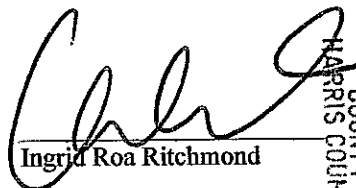
WHEREAS, the undersigned owners, being the owners of at least fifty-one percent (51%) of real property in Spring Oaks, Section Three (3), wish to amend and modify the Restrictions and hereinafter provided.

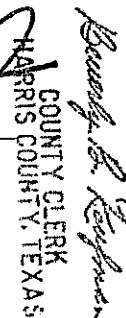
NOW THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the undersigned owners, being a majority of the lots in Spring Oaks Section Three (3) desire to expressly provide:

“THAT A TWO STORY HOUSE SHALL BE PERMITTED ON LOT NO. 219, BLOCK 13, SPRING OAKS, SECTION 3, UPON THE RECORDING OF A PETITION TO WAIVE ONE STORY RESTRICTION SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO PERMIT SUCH TWO-STORY CONSTRUCTION”

IN WITNESS HEREOF, this amendment to the Restrictions for Spring Oaks, section Three (3) was executed as of the date indicated following the signature of the undersigned owners and are effective upon proper recordation of this document in the Real Property Records of Harris County, Texas.

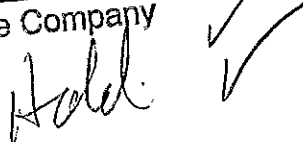
DATED this 27th day of December, 2006.


Ingrid Roa Ritchmond


COUNTY CLERK
HARRIS COUNTY, TEXAS

2007 JAN -8 PM 1:51

FILED

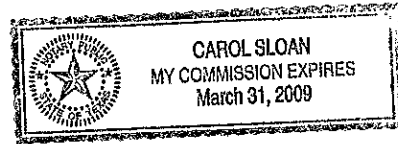
GF # 26120055
Houston Title Company


STATE OF TEXAS S
 S
COUNTY OF HARRIS S

Before me, a notary public, on this day personally appeared Ingrid Roa Ritchmond, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 28th day of December 2006.


Notary Public for The State of Texas



We, the undersigned owners of property in Spring Oaks, Section 3 of Spring valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77055.

Name

Address

Phone

Lindsay New

8525 Merlin

713 334 7077 (56)

~~Lindsay New~~

~~8529 Merlin~~

~~713-467-1634~~

Lindsay Wonged

8513 Merlin


713-463-7048

Dated: _____

151-43-1851

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas 77005.

Name Address 

Jackie Harrison 1315 Neeley Dr.

~~Thomas P. Lehmann~~ 1319 Neeley Dr.

Joseph Graham 1316 Neeley Dr.

Ken Tekell 8517 Merlin

Oscar H. Hockess 8530 Merlin

Scott Pruitt 8526 Merlin

Lynley Klinge 8509 Merlin

702

Dated this the 10th day of December, 2006

2006-12-10 10:58 AM

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.
77055

Name Address Phone

Marvin C. Brenner 8324 Merlin Dr Houston TX 77055 713-468-8600 *JK*

(my wife passed away in July 2006)

Kelly & Tom Stinson 10 Tam Ct. Houston TX 77055 *JK*

Nancy Mooney 6 Tam Ct Houston TX 77055 *JK*

John Balew 8420 Merlin Dr. Houston, Tx 77055 *JK*

Beverly Balew 8420 Merlin *JK*

John J. Kelly 1 Tal Ct Houston TX 77055 *JK*

Scot + Billie Davis 14 Tal Ct Houston, TX 77055 *JK*

Dated: Dec, 12, 2006

0612055

GR 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77055.

Name Address Phone

Art Slagle 1319 Modeste Art Slagle 901

Diane Slagle 1319 Modeste Diane Slagle

Art Slagle 1315 Modeste Art Slagle

Diane Slagle 1315 Modeste Diane Slagle

Ronald Ohstfeldt 1320 Neeley Ronald Ohstfeldt

Mildred Ohstfeldt 1320 Neeley Mildred Ohstfeldt

Louanne Podd 1316 Neeley Louanne Podd

Cynthia Cerrall 8350 Katy Lane Cynthia Cerrall

Dated: 12-12-2006

12-12-2006

LF 06/2055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

Name Address Phone

~~Laura Oye Woznyman~~
ROGER SWANSON 8341 Leafy 7134641946

1002

~~Dora A. Kessler 8302 Leafy Lane 713-465-5503~~

~~Walter Henry 1321 Modiste 713-465-5925~~

~~Leop. Mora 1318 Modiste 7-464-1082~~

~~Carl Stog 1319 Modiste 832-369-2167~~

~~Carl Stog 1315 Modiste 832-369-2167~~

~~John Kazzall 8338 Leafy Lane, 77055~~
~~Robert & Michelle Eutsler 8318 Leafy Lane 77055~~

~~Amy Winstead 8417 Raylin Dr. 713-647-7560 77055~~

551-53-23-24

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas ~~77055~~. 77055

Name

Address

~~77055~~

gpr

Thelma E. Gafford 8334 Leafy Ln.

MAURICIE VERNET 8330 LEAFY LN

~~Wanda Duhamel~~ Wanda Duhamel 10 TALCT

GRAHAM DUHAMEL 10 TAL COURT

Mary Anne Skotak 1320 Bingle 77055

David Cook 8342 Leafy Lane 77055

Ginny Langenkamp 8309 Leafy Lane 055

Tyla Langenkamp 8309 Leafy Lane 77055

Dated this the 12th day of December, 2006

9591-63-1656

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas 77055.

Name Address ~~Phone~~

MARK FONGONI 8406 MERLIN

for

Jon Purfurst 1314 Peck Rd

How Kay #6 TAC CT.

Jessica Byrum 8413 Merlin Dr.

GF 057-43-1657

Dated this the ___ day of December, 2006

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

Name

Address

[Handwritten initials]

JIM SCHWABENLAND

[Handwritten mark]

8445 MERLIN DR

HOUSTON, TX 77055

[Handwritten signature]

Paul Schwabenland

[Handwritten mark]

Dated:

12-13-06

2006-12-13 10:45 AM

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

Name	Address	Phone
Oliver Tuansu	8313 Lazy Lane	713-647-6282
Eugenia Amos	1320 Modesto	713/448-4959

59-1-43-1658

Dated:

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

[Handwritten signature]

Name Oliver Tuansou Address 8313 Lazy Lane Phone 713-647-6282

Eugenia Lewis 1320 Modesto 713/428-4959
713-647-9250

M. SOPHER 1318 Bunge

Ann Skotal 1320 Bunge 713-4643739

Dated: _____

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 the number Sequence on the date and at the place stamped herein by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris County Texas on

JAN - 8 2007



[Handwritten signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

12
Modif
24, 25
Z
VC

**PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

Subdivision: **SPRING OAKS, SECTION 3**, according to the map or plat thereof recorded under Volume 41, Page 10 of the Map Records of Harris County, Texas. *lll*

Current Deed Restrictions: Those recorded under Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

Purpose of Petition: The sole purpose of this Petition to Modify Deed Restrictions is to change the limitation on "stories in height" for single family dwellings in the Subdivision from one story to two stories.

Compliance with the Current Deed Restrictions: This Petition to Modify Deed Restrictions must receive the approval of a majority of the owners of the lots in the Subdivision in order to modify the Current Deed Restrictions. After the requisite approval has been received, the Modified Deed Restrictions set forth below shall be applicable to all lots in the Subdivision, effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Proposed Modification: Upon compliance with the Current Deed Restrictions, the following restrictive covenants (the "Modified Deed Restrictions") shall apply to the Subdivision by incorporation into the Current Deed Restrictions. The Modified Deed Restrictions shall run with the land, bind and benefit each owner of property in the Subdivision and their heirs, executors, representatives, successors and assigns, and shall restrict all property in the Subdivision, whether or not referenced in subsequent deeds.

**ARTICLE I
MODIFIED DEED RESTRICTIONS**

1. The first sentence of Paragraph 2 of the Current Deed Restrictions is hereby deleted in its entirety and replaced with the following:

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant."

2. For reference purposes only, the following is a comparison of the original first sentence of Paragraph 2 of the Current Deed Restrictions to the modified version of the same set forth above:

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one-story two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant."

RP 069-78-1965

THE UNDERSIGNED EXECUTES THIS PETITION TO FACILITATE ITS RECORDING IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, AND TO EVIDENCE THE APPROVAL OF THE PETITION BY THE OWNERS IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO.

By: Janelia Tse
Name: Janelia Tse
Address: 8314 Leafy Lane, Houston, TX 77055
The East 45 ft. of Lot 272, and the West 36.5 ft. of
Lot 273, Block 17, Spring Oaks, Section 3

(101)
for

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before by Janelia Tse, on this the 31ST day of December, 2009.



[Notary Seal]

[Signature]
Notary Public in and for the State of Texas

**AFTER RECORDING
PLEASE RETURN TO:**

Wilson, Cribbs & Goren, P.C.
2500 Fannin St.
Houston, Texas 77002

[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

2010 JAN -6 PM 2:46

FILED

9961-82-690 RH

EXHIBIT A

SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

Bridgett Pracht
Printed Name: Bridgett Pracht

8526 Merlin
Houston, TX 77055

Lot 212, Block 13,
Spring Oaks, Section 3

102

John Belew
Printed Name: JOHN BELEW

8420 MERLIN
Houston, TX 77055

Lot 234, Block 14,
Spring Oaks, Section 3

102

Beverly Belew
Printed Name: Beverly Belew

8420 Merlin Dr
Houston, TX 77055

Lot 234, Block 14,
Spring Oaks, Section 3

102

Heather Rasmussen
Printed Name: Heather Rasmussen

8324 Merlin
Houston, TX 77055

Lot 281A, Block 18,
Spring Oaks, Section 3

102

Bynne Rasmussen
Printed Name: Bynne Rasmussen

8324 Merlin
Houston, TX 77055

Lot 281A, Block 18,
Spring Oaks, Section 3

102

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

2961-81-698 102

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

<u>Thelma E. Gafford</u> Printed Name: <u>Thelma E. Gafford</u>	<u>8334 Leafy Ln</u> Houston, TX 77055	Lot <u>267</u> , Block <u>17</u> Spring Oaks, Section 3	102
<u>David Cook</u> Printed Name: <u>David Cook</u>	<u>8342 Leafy Lane</u> Houston, TX 77055	Lot <u>265</u> , Block <u>17</u> Spring Oaks, Section 3	102
<u>M. Sopher</u> Printed Name: <u>M. SOPHER</u>	<u>1318 Bingle</u> Houston, TX 77055	Lot <u>214</u> , Block <u>13</u> Spring Oaks, Section 3	102
<u>Patricia Rowley</u> Printed Name: <u>PATRICIA ROWLEY</u>	<u>8424 Merlin</u> Houston, TX 77055	Lot <u>233</u> , Block <u>14</u> Spring Oaks, Section 3	102
<u>Charles Griffith</u> Printed Name: <u>CHARLES GRIFFITH</u>	<u>2 Talcott</u> Houston, TX 77055	Lot <u>238</u> , Block <u>14</u> Spring Oaks, Section 3	102
<u>Jonica T. Griffin</u> Printed Name: <u>Jonica T Griffin</u>	<u>2 Talcott</u> Houston, TX 77055	Lot <u>238</u> , Block <u>14</u> Spring Oaks, Section 3	102
<u>D. H. GREGG</u> Printed Name: <u>D. H. GREGG</u>	<u>8409 Merlin</u> Houston, TX 77055	^{259A} Lot <u>260</u> , Block <u>16</u> Spring Oaks, Section 3	102
<u>Cody Gregg</u> Printed Name: <u>CODY GREGG</u>	<u>8409 Merlin</u> Houston, TX 77055	^{259A} Lot <u>260</u> , Block <u>16</u> Spring Oaks, Section 3	102
<u>KATHERINE Aubin</u> Printed Name: <u>KATHERINE Aubin</u>	<u>8506 MERLIN</u> Houston, TX 77055	Lot <u>221</u> , Block <u>13</u> Spring Oaks, Section 3	102
<u>Walter Moody</u> Printed Name: <u>WALTER MOODY</u>	<u>6 Talcott</u> Houston, TX 77055	Lot <u>231</u> , Block <u>14</u> Spring Oaks, Section 3	202

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER

PROPERTY

M2
Mansi Soshi
Printed Name: Uday Tare
UDAY TARE

Street Address: 8513 MERLIN Legal Description: Lot 298, Block 15, Spring Oaks, Section 3

102

Printed Name: MANSI SOSHI

Street Address: 8513 MERLIN Legal Description: Lot 298, Block 15, Spring Oaks, Section 3

102

Alisa Dawson
Printed Name: Alisa Dawson

Street Address: 8501 MERLIN Legal Description: Lot 250, Block 15, Spring Oaks, Section 3

102

Greg Dawson
Printed Name: GREG DAWSON

Street Address: 8501 MERLIN Legal Description: Lot 250, Block 15, Spring Oaks, Section 3

102

Peg Schwabenland
Printed Name: Peg Schwabenland

Street Address: 8445 MERLIN Legal Description: Lot 251, Block 16, Spring Oaks, Section 3

102

James Schwabenland
Printed Name: JAMES SCHWABENLAND

Street Address: 8445 MERLIN Legal Description: Lot 251, Block 16, Spring Oaks, Section 3

102

C Jane Thompson
Printed Name: C JANE THOMPSON

Street Address: 8429 MERLIN Legal Description: Lot 253, Block 16, Spring Oaks, Section 3

102

Raymond G Thompson
Printed Name: Raymond G Thompson

Street Address: 8429 MERLIN Legal Description: Lot 253, Block 16, Spring Oaks, Section 3

102

Chanda DeBoyes
Printed Name: CHANDA BROTEMARKE DeBOYES

Street Address: 1322 Modiste AGAESTE Legal Description: Lot 225, Block 14, Spring Oaks, Section 3

202

Scott De Boyes
Printed Name: Scott De Boyes

Street Address: 1322 Modiste AGAESTE Legal Description: Lot 225, Block 14, Spring Oaks, Section 3

102

HP 069-78-1969

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER

PROPERTY

<u>OWNER</u>	<u>PROPERTY</u>	<u>Legal Description:</u>	
<u>Matt Angell</u> Printed Name: <u>Matt Angell</u>	<u>8421 MERLIN</u> Houston, TX 77055	2251 256 2261 TRS 255 Lot <u>257A</u> Block <u>16</u> Spring Oaks, Section 3	10r
<u>Angie Angell</u> Printed Name: <u>Angie Angell</u>	<u>8421 MERLIN</u> Houston, TX 77055	2251 256 2261 TRS 255 Lot <u>257A</u> Block <u>16</u> Spring Oaks, Section 3	10r
<u>Pat Rowley</u> Printed Name: <u>Patricia Rowley</u>	<u>8424 MERLIN</u> Houston, TX 77055	Lot <u>233</u> Block <u>14</u> Spring Oaks, Section 3	10r
<u>Bob Ray Dawson</u> Printed Name: <u>Bob Dawson</u>	<u>#6 TAL CT</u> Houston, TX 77055	Lot <u>237</u> Block <u>14</u> Spring Oaks, Section 3	20r
<u>Jo Ann Ezzel</u> Printed Name: <u>Jo Ann Ezzel</u>	<u>#2 Tam Ct</u> Houston, TX 77055	Lot <u>232</u> Block <u>14</u> Spring Oaks, Section 3	10r
<u>Stephen Monsen</u> Printed Name: <u>STEPHEN MONSEN</u>	<u>1318 Modiste</u> Houston, TX 77055	Lot <u>227</u> Block <u>14</u> Spring Oaks, Section 3	10r
<u>Suzan Monsen</u> Printed Name: <u>SUZAN MONSEN</u>	<u>1318 Modiste</u> Houston, TX 77055	Lot <u>227</u> Block <u>14</u> Spring Oaks, Section 3	10r
<u>Seannette L. Wright</u> Printed Name: <u>SEANNETTE L. WRIGHT</u>	<u>1320 Peck</u> Houston, TX 77055	Lot <u>227</u> Block <u>18</u> Spring Oaks, Section 3	10r
<u>Ron Goley</u> Printed Name: <u>RON GOLEY</u>	<u>8329 KENY LN</u> Houston, TX 77055	Lot <u>290</u> Block <u>18</u> Spring Oaks, Section 3	10r
<u>Bill Ezzel</u> Printed Name: <u>Bill Ezzel</u>	<u>2 TAM CT</u> Houston, TX 77055	Lot <u>232</u> Block <u>14</u> Spring Oaks, Section 3	10r

HP 069-78-1970

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OWNER

PROPERTY

Frances P. LaHmann
Printed Name: Frances LaHmann

Street Address: 1314
~~8314 NEELEY~~
Houston, TX 77055

Legal Description: Lot 217, Block 13
Lot 216, Block ~~13~~
Spring Oaks, Section 3

102

Lorraine Podd
Printed Name: Lorraine Podd

Street Address: 1322 Neeley
Houston, TX 77055

Legal Description: Lot 218, Block 13
Spring Oaks, Section 3

102

Joseph Graham
Printed Name: Kim Graham
Joseph Graham

Street Address: 1316 NEELEY
Houston, TX 77055

Legal Description: Lot 228, Block 13
Spring Oaks, Section 3

102

Kim Graham
Printed Name: Kim Graham

Street Address: 1316 NEELEY
Houston, TX 77055

Legal Description: Lot 220, Block 13
Spring Oaks, Section 3

102

Bridgett Kracht
Printed Name: Bridgett Kracht

Street Address: 8526 MERLIN
Houston, TX 77055

Legal Description: Lot 212, Block 13
Spring Oaks, Section 3

102

Olivia Melo
Printed Name: Olivia Melo

Street Address: 8530 MERLIN
Houston, TX 77055

Legal Description: Lot 211, Block 13
Spring Oaks, Section 3

102

Oscar Morales
Printed Name: Oscar Morales

Street Address: 8570 MERLIN
Houston, TX 77055

Legal Description: Lot 211, Block 13
Spring Oaks, Section 3

102

Adam Green
Printed Name: Adam Green

Street Address: 8525 MERLIN
Houston, TX 77055

Legal Description: Lot 245, Block 15
Spring Oaks, Section 3

102

Lyndsey Green
Printed Name: Lyndsey Green

Street Address: 8925 MERLIN
Houston, TX 77055

Legal Description: Lot 245, Block 15
Spring Oaks, Section 3

102

John Nelson
Printed Name: John Nelson

Street Address: 8521 MERLIN
Houston, TX 77055

Legal Description: Lot 246, Block 15
Spring Oaks, Section 3

202

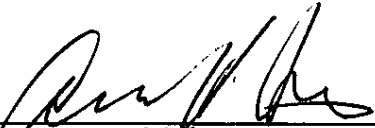
1261-87-698 PH

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

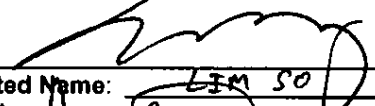
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OWNER

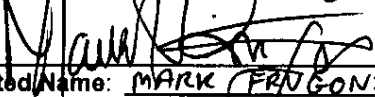
PROPERTY


Printed Name: AARON SANG

Street Address: 8405 MERLIN Legal Description: Lot 261, Block 16,
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: LIM SO

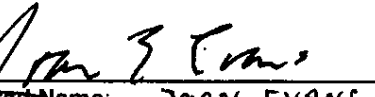
8405 MERLIN Lot 261, Block 16,
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: MARK FRUGONI

8406 MERLIN Lot 240, Block 14,
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: ANNELYSE FRUGONI

8406 MERLIN Lot 240, Block 14,
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: JOAN EVANS


1309 PECH Lot 262, Block 16,
Houston, TX 77055 Spring Oaks, Section 3 202


Printed Name: MICHAEL EVANS


1309 PECH Lot 262, Block 16,
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: STEPHEN MONSEN

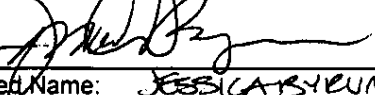
1318 MODISTE Lot 227, Block 14,
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: SUZAN MONSEN

1318 MODISTE Lot 227, Block 14,
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: KENNETH TEKELL

8517 MERLIN Lot 247, Block 15,
Houston, TX 77055 Spring Oaks, Section 3 102


Printed Name: JESSICA BYRUM

8413 MERLIN TRs 258 &
Houston, TX 77055 Lot 259A, Block 16,
Spring Oaks, Section 3 102

HP 169-78-1972

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OWNER

PROPERTY

Street Address:

Legal Description:

<i>Virginia D. Hamilton</i> Printed Name: <u>VIRGINIA D. HAMILTON</u>	<u>1330 KRIST</u> Houston, TX 77055	Lot <u>276</u> , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Robert Eutsler</i> Printed Name: <u>Robert Eutsler</u>	<u>8318 Leafy</u> Houston, TX 77055	Lot <u>271</u> ^{272A} , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Michele Eutsler</i> Printed Name: <u>michelle Eutsler</u>	<u>8318 Leafy</u> Houston, TX 77055	Lot <u>271</u> ^{272A} , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Julia Bagnall</i> Printed Name: <u>JULIA BAGNALL</u>	<u>8322 Leafy</u> Houston, TX 77055	TR265A Lot <u>268</u> , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Janelle We</i> Printed Name: <u>JANELLE WE</u>	<u>8314 Leafy</u> Houston, TX 77055	Lot <u>272</u> ²⁷³ , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Michael J. McCright</i> Printed Name: <u>MICHAEL J. MCCRIGHT</u>	<u>8322 Leafy Ln</u> Houston, TX 77055	Lot <u>270</u> , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Jelly McCright</i> Printed Name: <u>JELLY MCCRIGHT</u>	<u>8322 LEAFY LN</u> Houston, TX 77055	Lot <u>270</u> , Block <u>17</u> , Spring Oaks, Section 3	<i>102</i>
<i>Virginia Laugenkamp</i> Printed Name: <u>Virginia Laugenkamp</u>	<u>8309 Leafy Lane</u> Houston, TX 77055	Lot <u>286</u> , Block <u>18</u> , Spring Oaks, Section 3	<i>102</i>
<i>Tiler Laugenkamp</i> Printed Name: <u>TILER LANGENKAMP</u>	<u>8309 Leafy Lane</u> Houston, TX 77055	Lot <u>286</u> , Block <u>18</u> , Spring Oaks, Section 3	<i>102</i>
<i>Laura Dye</i> Printed Name: <u>LAURA DYE</u>	<u>8341 Leafy Lane</u> Houston, TX 77055	Lot <u>292</u> , Block <u>18</u> , Spring Oaks, Section 3	<i>102</i>

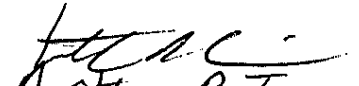
RP 869-78-1978

**SIGNATURE PAGE TO
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FOR SPRING OAKS, SECTION 3**

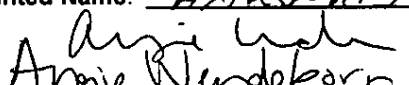
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OWNER


PROPERTY


Printed Name: Arthur R. Jones

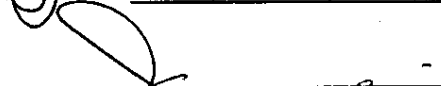
Street Address: 8313 Leafy Ln Legal Description: Lot 287, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: Angie Wendeborn

8313 Leafy Lot 287, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: KEVIN OUTMAN

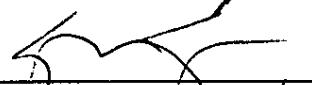
8337 LEAFY LN Lot 291, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: JAYAD SHE


8346 Leafy Ln Lot 264, Block 17
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: Ruth Cagle

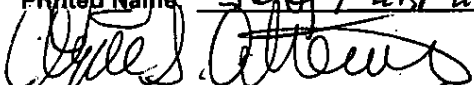
1318 Pech Rd Lot 278, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: Steve Cagle

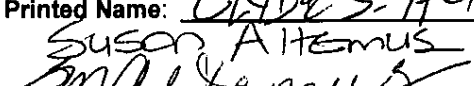
1318 Pech Rd Lot 278, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: JOY PURFURST

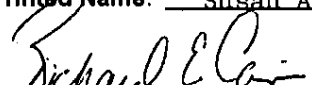
1314 Pech Rd Lot 279, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: SUSAN ALTEMUS

8320 Merlin Pr Lot 282 A 283, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: Susan Altemus

8320 Merlin Pr Lot 282 A 283, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*


Printed Name: RICHARD E. CAIN

8316 MERUN DR Lot 284, Block 18
Houston, TX 77055 Spring Oaks, Section 3 *102*

1974-09-06

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OWNER


PROPERTY

Street Address:


Legal Description:


Printed Name: Rita Falkstein

1721 MODISTE Lot 228, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: DAVID HARRISON

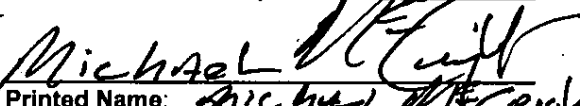
Neeley
1315 NEELEY Lot 713, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: JACQUELINE HARRISON

Neeley
1315 NEELEY Lot 213, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3

Kelly L. McCright
Printed Name: Kelly L. McCright

0322 LEAFY Lot 270, Block 17, 20
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Michael McCright


0322 LEAFY Lot 270, Block 17, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: George D. Parker Jr.

0417 MERUN Lot 257, Block 16, 20
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Billie Davis

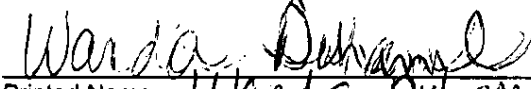
14 TAL CT. Lot 235, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Michael Scott Davis

14 TAL CT. Lot 235, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: GRAHAM DUHAMEL

10 TAL Lot 236, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Wanda Duhamel

10 TAL Lot 236, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3

RP 969-70-1975

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OWNER

PROPERTY

Jerry M. Speers

Printed Name: Jerry M. Speers

Clara Kessler

Printed Name: CLARA KESSLER

Heather Hanka

Printed Name: Heather Hanka

Bill Davison

Printed Name: Bill Davison

Judy Davison

Printed Name: JUDY DAVISON

Robert C. Davis

Printed Name: ROBERT C. DAVIS

Rebecca A. Vogel

Printed Name: REBECCA A. Vogel

Randy P. Parker

Printed Name: RANDY P. PARKER

Printed Name: _____

James T. Barden

Printed Name: JAMES T. BARDEN

Street Address:

Legal Description:

8310 Merlin
Houston, TX 77055

Lot 285, Block 18
Spring Oaks, Section 3

10

8322 Peck Rd
Houston, TX 77055

Lot 275, Block 17
Spring Oaks, Section 3

10

1317 Peck Rd.
Houston, TX 77055

Lot 242, Block 14
Spring Oaks, Section 3

10

1315 Peck
Houston, TX 77055

Lot 241, Block 14
Spring Oaks, Section 3

10

1315 Peck
Houston, TX 77055

Lot 241, Block 14
Spring Oaks, Section 3

10

8332 Merlin
Houston, TX 77055

Lot 280, Block 18
Spring Oaks, Section 3

10

8332 Merlin
Houston, TX 77055

Lot 280, Block 18
Spring Oaks, Section 3

10

14 TAM CT
Houston, TX 77055

Lot 229, Block 14
Spring Oaks, Section 3

10

14 TAM CT
Houston, TX 77055

Lot 229, Block 14
Spring Oaks, Section 3

1317 Peck Rd
Houston, TX 77055

Lot 242, Block 14
Spring Oaks, Section 3

10

RR 069-78-1976

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

HP 069-78-1977

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 the number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

JAN - 6 2010



Barbara P. Rayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

After recording return to:

INDEPENDENT BANK, DBA INDEPENDENT FINANCIAL
7677 Henneman Way
McKinney, Texas 75070
Attention: Loan Operations

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

FAH24014681

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT (as amended, modified, or restated from time to time, this "*Deed of Trust*") is made on the date stated below by Debtor in favor of Trustee, for the benefit of Lender, who are identified and whose addresses are stated below. By signing this Deed of Trust, Debtor agrees to the terms and conditions and makes the covenants stated in this Deed of Trust.

"EFFECTIVE DATE": DECEMBER 20, 2024

"DEBTOR": CASTILLE INVESTMENTS, LLC
a Texas limited liability company
9018 Elizabeth Road, Houston, TX 77055
Attention: Chad J. Castille

"LENDER": INDEPENDENT BANK DBA INDEPENDENT FINANCIAL
7677 Henneman Way
McKinney, Texas 75070
Attention: Loan Operations

"TRUSTEE": DANIEL W. BROOKS

"NOTE": That certain **PROMISSORY NOTE** dated as of the Effective Date, in the original principal amount of **SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00)**, executed by Debtor and payable to Lender in accordance with the terms and conditions stated therein (as the same may be amended, modified, or restated from time to time, the "*Note*").

"LAND": The land described in Exhibit A attached hereto and made a part hereof for all purposes.

RP-2024-475873

**ARTICLE I
SECURITY**

1.01 CONVEYANCE IN TRUST. For value received, the receipt and sufficiency of which Debtor acknowledges, and to secure the payment of the Indebtedness described in Section 2.01 and performance of the covenants and agreements of Debtor stated in this Deed of Trust and in the Loan Documents, Debtor conveys the Property described in Section 1.02, including without limitation, the Land, to the Trustee in trust, with power of sale, **TO HAVE AND TO HOLD** the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Debtor binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

1.02 PROPERTY. The Property covered by this Deed of Trust includes the Land and the following items described in this Section 1.02, whether now owned or hereafter acquired by Debtor, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

(a) Any and all buildings, improvements (including, but not limited to, roads, curbs, gutters, public utilities, and drainage systems), and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");

(b) All equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personalty") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;

(c) All water and water rights, timber, crops, and mineral interest pertaining to the Land;

(d) All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements, and all other building materials, regardless of location, intended to be installed in or on the Land or the Improvements;

(e) All plans and specifications for the Improvements and for any future development of or construction on the Land and all contracts and subcontracts relating to the construction of the Improvements on the Land;

(f) All rights (but not Debtor's obligations) under any contracts relating to the Land, the Improvements, or the Personalty, including, without limitation, all sales and professional contracts;

(g) All deposits (including tenant security deposits), bank accounts, funds, deeds of trust, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;

(h) All rights (but not Debtor's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise,

issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;

(i) All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements, or the Personalty;

(j) All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements;

(k) All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty;

(l) All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty;

(m) All proceeds from the taking of any of the Land, the Improvements, the Personalty, or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;

(n) All right, title, and interest in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;

(o) All of the Leases, rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to Leases to secure performance by the tenants of their obligations thereunder;

(p) All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personalty" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes;

(q) All other interest of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property and all of Debtor's rights (but not Debtor's obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Debtor's rights, title, and interests thereunder as declarant or developer, if applicable; and

(r) All products and proceeds of the Personalty described in this Section 1.02 (the Personalty and other personal property described in this Section 1.02 being sometimes collectively referred to as the "Personal Property").

**ARTICLE II
INDEBTEDNESS AND PAYMENTS**

2.01 INDEBTEDNESS. The indebtedness secured by this Deed of Trust (the "Indebtedness") shall mean and include the following:

(a) The Indebtedness (as defined in the Loan Agreement) including any and all sums becoming due and payable pursuant to the Note;

(b) Any and all other sums becoming due and payable by Debtor to Lender as a result of advancements made by Lender pursuant to the terms and conditions of this Deed of Trust or any other Loan Documents securing or executed in connection with or otherwise relating to the Note, including without limitation the repayment of any future advances made by Lender to Debtor as provided in paragraph (c) below and the repayment of any sums advanced for the protection of Lender's security pursuant to this Deed of Trust;

(c) Debtor and Lender contemplate that Lender will, from time to time, engage in various transactions and that from time to time other circumstances may arise, in which Debtor becomes obligated to Lender. Debtor understands that some of those transactions and circumstances may be of a type that is very different from the loan transaction evidenced in part by the Note and the circumstances connected therewith. Debtor desires and intends that Lender engage in all such transactions and deal generally with Debtor with the assurance that any and all indebtedness and obligations now owed, and that may hereafter become owing, to Lender from Debtor, will be secured by the liens arising hereunder. Therefore, the conveyance made by this Deed of Trust, in addition to being made to secure payment of the Note, is also made in trust to secure and enforce the payment of all other indebtedness and obligations of Debtor to Lender whether presently existing, or in any manner or means hereafter incurred by Debtor, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries, guaranty agreements, liens or security interest, deeds of trust, or any other method or means including any renewal and extension of the Note, or of any part of any present or future indebtedness or other obligations, of Debtor and including any further loans and advances made by Lender to Debtor. The fact of repayment of all Indebtedness, and performance of all other obligations, of Debtor, to Lender shall not terminate the lien arising hereunder unless the same be released by Lender at the request of Debtor; but otherwise, it shall remain in full force and effect to secure all future advances, indebtedness, and other obligations, regardless of any additional security that may be taken as to any past or future indebtedness or other obligations. In no event shall this conveyance secure payment of any installment loan or any open-end line of credit established under the Texas Finance Code; and

(d) Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness.

2.02 OTHER LOAN DOCUMENTS. The term "Loan Documents" as used herein means this Deed of Trust, the Note, any guaranty and the other agreements, instruments and documents evidencing, securing, governing, guaranteeing, or pertaining to the Note, including, but not limited to, that certain **LOAN AND SECURITY AGREEMENT** dated as of even date herewith between Debtor and Lender (as amended, modified, or restated from time to time, the "Loan Agreement"). This Deed of Trust shall also secure the performance of all obligations and covenants of Debtor under this Deed of Trust and the other Loan Documents.

2.03 PAYMENT OF PRINCIPAL AND INTEREST. Debtor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges provided in the Note and all other sums secured by this Deed of Trust.

2.04 APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Debtor under the Note or this Deed of Trust shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Debtor under this Deed of Trust; (b) sums payable to Lender under the Note, to be applied to principal or interest as provided in any other Loan Document, or if no such provision, as Lender may determine in its discretion; and (c) any other sums secured by this Deed of Trust in such order as Lender, at Lender's option, may determine.

2.05 GUARANTOR. The term "*Guarantor*" shall include any person, company, or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly, or indirectly.

2.06 SUBROGATION TO EXISTING LIENS; VENDOR'S LIEN. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Debtor's request, and Lender shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the secured indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Lender is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Lender, Debtor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness. If all or any portion of the proceeds of the Indebtedness evidenced by the Note or of any other secured indebtedness has been advanced for the purpose of paying the purchase price for all or a part of the Property, no vendor's lien is waived; and Lender shall have, and is hereby granted, a vendor's lien on the Property as cumulative additional security for the secured indebtedness. Lender may foreclose under this Deed of Trust or under the vendor's lien without waiving the other or may foreclose under both.

ARTICLE III SECURITY AGREEMENT

3.01 UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Deed of Trust is also intended to be a security agreement between Debtor, as debtor, and Lender, as secured party, pursuant to the UCC for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC, and Debtor hereby grants Lender a security interest in all such items. Debtor shall pay all costs of filing any financing statement and any extensions, renewals, amendments, and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Debtor shall not create or suffer to be created pursuant to the UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to such items. In exercising any remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the UCC or of the remedies provided in this Deed of Trust.

3.02 NOTICES OF CHANGES. Debtor shall give advance notice in writing to Lender of any proposed change in Debtor's name or jurisdiction in which Debtor is organized, and shall execute and deliver to Lender, prior to or concurrently with the occurrence of any such change, all additional

financing statements that Lender may require to establish and maintain the validity and priority of Lender's security interest with respect to any of the Property.

3.03 FIXTURES. Some of the items of the Property are goods that are or are to become fixtures related to the Land. Debtor and Lender intend that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Deed of Trust may be obtained from Lender, as secured party, at Lender's address stated above. The mailing address of the Debtor, as debtor, is as stated above.

ARTICLE IV ASSIGNMENT OF LEASES

4.01 ASSIGNMENT OF LEASES. Debtor assigns to Lender, and grants to Lender a security interest in, all of Debtor's rights, but not Debtor's obligations, under existing and future leases, including subleases, and any and all extensions, renewals, modifications, and replacements of such leases, upon any part of the Property (the "*Leases*"). Debtor also assigns to Lender all guaranties of tenant's performance under the Leases. Prior to an Event of Default, Debtor shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

4.02 WARRANTIES CONCERNING LEASES AND RENTS. Debtor represents and warrants that:

(a) Debtor has good title to the Leases hereby assigned and authority to assign them, and no other person or entity has any right, title, or interest therein;

(b) All existing Leases are valid, unmodified and in full force and effect, except as indicated herein and no default exists thereunder;

(c) Unless otherwise provided herein, no Rents or other sums owing under the Leases have been or will be assigned, mortgaged, or pledged;

(d) No Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and

(e) Except as indicated in the Leases, Debtor has not received any funds or deposits from any tenant that has not already been applied to the payment of accrued Rents.

4.03 DEBTOR'S COVENANTS OF PERFORMANCE. Debtor covenants to:

(a) Perform all of its obligations under the Leases and give prompt notice to Lender of any failure to do so;

(b) Give immediate notice to Lender of any notice Debtor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases and provide Lender with any notice of default given by Debtor to any tenant under a Lease;

(c) Enforce the tenant's obligations under the Leases;

(d) Defend, at Debtor's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; and

(e) Neither create nor permit any encumbrance upon Debtor's interest as landlord of the leases, except this Deed of Trust and any other encumbrances permitted by this Deed of Trust.

4.04 PRIOR APPROVAL FOR ACTIONS AFFECTING LEASES. Debtor shall not, without the prior written consent of Lender:

- (a) Receive or collect Rents under any Lease more than one month in advance;
- (b) Encumber or assign future Rents;
- (c) Waive or release any material obligation of any tenant under the Leases;

(d) Cancel, terminate, or materially modify any of the Leases, cause, permit or accept any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder;

- (e) Enter into any Leases after the date hereof.

4.05 ATTORNMENT OF TENANTS. All future Leases of the Property shall specifically provide: (a) that such Leases are subordinate to this Deed of Trust; (b) that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; (d) that the attornment of the tenant shall not be terminated by foreclosure; and (e) that Lender may, at Lender's option, accept or reject such attornments.

4.06 SETTLEMENT FOR TERMINATION. Debtor agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Lender, and any check in payment of such damages shall be made payable to both Debtor and Lender. Debtor hereby assigns any such payment to Lender, to be applied to the Indebtedness as Lender may elect, and Debtor agrees to endorse any check for payment to the order of Lender.

4.07 LENDER IN POSSESSION. Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a mortgagee in possession, nor obligate Lender to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Debtor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to person or property in or about the Property.

4.08 APPOINTMENT OF ATTORNEY. Debtor hereby appoints Lender its attorney-in-fact, coupled with an interest, empowering Lender to subordinate any Leases to this Deed of Trust.

4.09 INDEMNIFICATION; HOLD HARMLESS. Debtor hereby indemnifies and holds Lender harmless from all liability, damage, or expense incurred by Lender from any claims under the Leases, including without limitation any claims by Debtor with respect to Rents paid directly to Lender after an Event of Default and claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Lender. All amounts indemnified against hereunder, including reasonable attorneys' fees, if paid by Lender shall bear interest at the Maximum Lawful Rate, shall be payable by Debtor immediately without demand, and shall be secured by this Deed of Trust.

4.10 RECORDS. Upon request by Lender, Debtor shall deliver to Lender executed originals of all Leases and copies of all records relating thereto.

4.11 MERGER. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Lender.

4.12 RIGHT TO RELY. Debtor authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Debtor and regardless of whether Lender has taken possession of any other portion of the Property, and the tenants may rely upon any written statement by Lender to the tenants.

ARTICLE V ASSIGNMENT OF RENTS

5.01 ASSIGNMENT OF RENTS. As part of the consideration for the Indebtedness, and for other valuable consideration, the receipt and sufficiency of which Debtor acknowledges, Debtor hereby assigns and transfers to Lender all rents, issues, income, receipts, and profits from the Property, and all security deposits and other security therefor, and any other property defined as “rents” under Chapter 64 of the Texas Property Code (collectively, the “Rents”), including those now due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or part of the Property, regardless of to whom the Rents are payable. Debtor authorizes Lender or Lender’s agents to collect the Rents and directs each tenant of the Property to pay such Rents to Lender or Lender’s agents; provided, however, that prior to the occurrence of an Event of Default, Debtor shall collect and receive all Rents as trustee for the benefit of Lender and Debtor, to apply the Rents so collected to the sums secured by this Deed of Trust in the order provided in Section 2.04 with the balance, so long as no such Event of Default has occurred, to the account of Debtor.

5.02 EVENT OF DEFAULT. Upon the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all the Rents specified in this Article V as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Debtor as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Debtor of the breach by Debtor shall contain a statement that Lender exercises its rights to such Rents. Debtor agrees that, commencing upon delivery of such written notice of an Event of Default by Lender to Debtor, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lender’s agents on Lender’s written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of any tenant to inquire further as to the existence of an Event of Default.

5.03 DEBTOR’S COVENANTS. Debtor covenants that Debtor has not executed any prior assignment of the Rents or any portion thereof, that Debtor has not performed, and will not perform, any acts and has not executed, and will not execute, any Deed of Trust which would prevent Lender from exercising its rights under this Article V and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the Rents for more than **THIRTY (30)** days prior to the due dates of such Rents. Debtor covenants that Debtor will not hereafter collect or accept payment of any Rents more than **THIRTY (30)** days prior to the due dates of such Rents without prior written consent of Lender. Debtor further covenants that Debtor will execute and deliver to Lender such further assignments of Rents as Lender may from time to time request.

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5.04 APPOINTMENT OF RECEIVER; POSSESSION OF THE PROPERTY. Upon the occurrence of an Event of Default, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including without limitation the execution, cancellation or modification of Leases, the collection of Rents, the making of repairs to the Property, and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Lender elects to seek the appointment of a receiver for the Property upon the occurrence of an Event of Default, Debtor consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

5.05 APPLICATION OF RENTS. All Rents collected subsequent to the occurrence of an Event of Default shall be applied first to the reasonable costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorneys' fees, receiver's fees, premiums on receiver's bonds, reasonable costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and to the reasonable costs of discharging any obligation or liability of Debtor as landlord of the Property, and then to the sums secured by this Deed of Trust. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Debtor, anyone claiming under or through Debtor or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article V.

5.06 INSUFFICIENT RENTS. If Rents are not sufficient to meet the reasonable costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become Indebtedness of Debtor to Lender secured by this Deed of Trust. Unless Lender and Debtor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Debtor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Debtor under applicable law.

5.07 NO WAIVER; TERM. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of the Rents shall terminate at such time as this Deed of Trust ceases to secure the Indebtedness held by Lender.

**ARTICLE VI
DEBTOR'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS**

Debtor covenants, warrants, represents to, and agrees with Lender as follows:

6.01 PAYMENT AND PERFORMANCE. Debtor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Debtor's covenants, obligations and liabilities under this Deed of Trust and the other Loan Documents.

6.02 TITLE TO PROPERTY AND LIENS OF THIS DEED OF TRUST. Debtor has good and indefeasible title to the Land and the Improvements and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever. If the interest of Lender in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Debtor authorizes Lender, at Debtor's expense, to take all

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necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

6.03 TITLE INSURANCE. Debtor shall, at its sole cost and expense, obtain and maintain mortgagee title insurance (in the form of a commitment, binder, or policy as Lender may require) in form acceptable to Lender in an amount equal to the amount of the Note.

6.04 INSURANCE. Debtor shall promptly obtain and deliver to Lender insurance policies with premiums paid providing extended coverage for all Improvements and other Property against damage by fire and lightning and against such other risks as Lender may require. In case of loss, Lender, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness, taxes, or other sums due and owing by Debtor in connection with the Property in accordance with the Loan Agreement. Should the Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the personal property secured by this Mortgage/Deed of Trust, Security Agreement or Financing Statement shall be limited to those items specifically covered, currently or hereafter, by Coverage A of the Standard Flood Insurance Policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act, as it may be amended from time to time.

6.05 TAXES AND ASSESSMENTS. Debtor shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Lender, Debtor shall deliver to Lender such evidence of the payment thereof as Lender may require. If Debtor fails to do so, Lender may pay them, together with all penalties and reasonable costs thereon, at Debtor's expense; provided, however, that Debtor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest their validity. Pending such contest, Debtor shall not be deemed in default under this Deed of Trust because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Debtor furnishes Lender an indemnity bond secured by a deposit in cash or other security acceptable to Lender, or with a surety acceptable to Lender, in the amount of the tax or assessment being contested by Debtor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Debtor promptly pays any amount adjudged by a court of competent jurisdiction to be due with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof.

6.06 TAX AND INSURANCE ESCROW. During the existence of an Event of Default, Debtor agrees to establish reserve accounts for real estate taxes, insurance premiums, and other impositions as may be reasonably requested by Lender from time to time.

6.07 CONDEMNATION.

(a) Debtor assigns to Lender all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property, and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property.

(b) In the event Lender, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Deed of Trust is impaired, Lender may, without notice, declare all of the Indebtedness immediately due and payable.

6.08 TAXES ON NOTE OR DEED OF TRUST. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, title, liens, or security interests created by this Deed of Trust, or upon the Note, or any part of the Indebtedness, Debtor shall immediately pay all such taxes; provided that, if it is unlawful for Debtor to pay such taxes, Debtor shall prepay the Note in full without penalty within **THIRTY (30)** days after demand therefor by Lender.

6.09 STATEMENTS BY DEBTOR. At the request of Lender, Debtor shall furnish promptly a written statement or affidavit, in such form as may be required by Lender, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are such offsets or defenses, specifying them.

6.10 REPAIR, WASTE, ALTERATIONS, ETC. Debtor shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Debtor shall make promptly all repairs, renewals, and replacements necessary to such end. Debtor shall discharge all claims for labor performed and material furnished therefor and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Debtor shall have the right to contest in good faith the validity of any such mechanic's or materialman's lien, provided Debtor shall first furnish Lender a bond or other security satisfactory to Lender in such amount as Lender shall reasonably require, but not more than **ONE HUNDRED TWENTY PERCENT (120.00%)** of the amount of the claim, and provided further that Debtor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Debtor shall fail to discharge any such lien, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Debtor shall guard every part of the Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the property may be lessened. Debtor or any tenant or other person shall not materially alter the Property without the prior written consent of Lender.

6.11 NO DRILLING OR EXPLORATION. Without the prior written consent of Lender, there shall be no drilling or exploring for or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term "minerals" as used in this Deed of Trust shall include without limitation oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

6.12 COMPLIANCE WITH LAWS. Debtor, the Property, and Debtor's use of the Property shall comply with all laws, rules, ordinances, regulations, covenants conditions, restrictions, orders and decrees of any governmental authority or court applicable to Debtor or the Property and its use, and Debtor shall pay all fees or charges of any kind in connection therewith. Debtor shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

6.13 CERTAIN REPORTS AND INFORMATION. Debtor shall promptly deliver such information concerning Debtor, any Guarantor, and the Property as Lender may request.

6.14 HOLD HARMLESS. Debtor shall defend, at Debtor's own cost and expense, and hold Lender harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All reasonable costs and expenses incurred by Lender in protecting its interest under this Deed of Trust, including all court costs and reasonable attorneys' fees and expenses, shall be borne by

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Debtor. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Deed of Trust as to events occurring and causes of action arising before such payment and release.

6.15 FURTHER ASSURANCES. Debtor, upon the request of Lender, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Deed of Trust or the other Loan Documents and to subject to the liens and security interests created by this Deed of Trust or the other Loan Documents any Property intended to be covered by this Deed of Trust and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property.

6.16 RECORDING AND FILING. Debtor shall cause this Deed of Trust and the other recordable Loan Documents and all amendments, supplements, extensions, and substitutions thereof to be recorded, filed, re-recorded, and refiled in such manner and in such places as Lender shall reasonably request. Debtor shall pay all such recording, filing, re-recording, and re-filing fees, title insurance premiums, and other charges.

6.17 PAYMENT OF DEBTS. Debtor shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Debtor, if requested by Lender, shall have furnished to Lender security satisfactory to Lender.

6.18 INSPECTION. Lender may make or cause to be made reasonable entries upon, and inspections of, the Property.

6.19 PROTECTION OF LENDER'S SECURITY.

(a) If Debtor fails to perform the covenants and agreements contained in this Deed of Trust, or any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Lender, at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including without limitation, (i) disbursement of attorneys' fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided herein.

(b) Any amounts disbursed by Lender pursuant to this Section with interest thereon, shall become additional indebtedness of Debtor secured by this Deed of Trust. Unless Debtor and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Debtor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Debtor under applicable law. Debtor covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section shall require Lender to incur any expense or take any action under this Deed of Trust.

6.20 SUBORDINATE DEED OF TRUST. Debtor shall not, without the prior written consent of Lender, grant any lien, security interest, or other encumbrance (a "*Subordinate Deed of Trust*") covering any of the Property. If Lender consents to a Subordinate Deed of Trust or if the foregoing

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prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Deed of Trust shall contain express covenants to the effect that:

(a) The Subordinate Deed of Trust is unconditionally subordinate to this Deed of Trust;

(b) If any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Deed of Trust, no tenant of any of the Leases shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Lender;

(c) Rents, if collected by or for the holder of the Subordinate Deed of Trust, shall be applied first to the payment of the Indebtedness then due and expenses incurred in the ownership, operation, and maintenance of the Property in such order as Lender may determine, prior to being applied to any indebtedness secured by the Subordinate Deed of Trust; and

(d) Written notice of default under the Subordinate Deed of Trust and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Deed of Trust shall be given to Lender with or immediately after the occurrence of any such default or commencement.

6.21 LIENS. Debtor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Debtor shall pay, when due, the claims of any person supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Debtor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property.

6.22 BUSINESS USE. Debtor warrants and represents to Lender that the proceeds of the Note will be used solely for business or commercial purposes, and in no way will the proceeds be used for personal, family or household purposes.

6.23 NON-HOMESTEAD. Debtor warrants and represents to Lender that the Property is not the business or residential homestead of Debtor or any other person. Debtor has no present intent to occupy in the future or use or claim in the future the Property either as business or residential homestead.

6.24 APPRAISAL. Lender may at its option obtain at Debtor's expense an appraisal of the Property or any part thereof by a third-party appraiser selected and instructed by Lender. The reasonable costs of each such appraisal shall be payable by Debtor to Lender on demand (which obligation Debtor hereby promises to pay). Such appraisal shall be obtained as often as deemed necessary by Lender or as required by any law or regulation applicable to Lender or loans of the type evidenced by the Note. Each such appraiser and appraisal shall be satisfactory to Lender. The reasonable costs of each such appraisal obtained pursuant to this Section shall be payable by Debtor to Lender on demand (which obligation Debtor hereby promises to pay) and shall be a part of an obligation of Debtor to Lender secured by this Deed of Trust, unless prohibited by applicable law. Debtor agrees to cooperate fully with Lender, Lender's agents, and any appraiser selected by Lender in connection with any appraisal desired or required pursuant to this Section.

ARTICLE VII EVENTS OF DEFAULT

The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default hereunder.

**ARTICLE VIII
DEFAULT AND REMEDIES**

8.01 ACCELERATION AND WAIVER OF NOTICES. Upon the occurrence of an Event of Default, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Debtor acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Debtor and each Guarantor (by the execution and delivery of Guarantor's guaranty), surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest.

8.02 NOTICE OF SALE. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least **TWENTY-ONE (21)** days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated or as otherwise required by the Texas Property Code. If the Property to be sold is in more than one county, the notice shall designate the county in which the Property is to be sold. In addition, Lender shall, at least **TWENTY-ONE (21)** days preceding the date of sale, serve written notice of the proposed sale by certified mail on Debtor and each person obligated to pay the Indebtedness secured hereby according to the Lender's records. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such person at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States postal service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be *prima facie* evidence of the fact of service. Any notice that is required or permitted to be given to Debtor may be addressed to Debtor at Debtor's address as stated above. Any notice that is to be given by certified mail to any other person may, if no address for such other person is shown by records of Lender, be addressed to such other person at the address of Debtor as is shown by the records of Lender. Notwithstanding the foregoing provisions of this Section notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the Property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

8.03 TRUSTEE'S SALE. Lender may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, as such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after

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giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property to be sold at such sale, Lender may bid and become the purchaser of all or any part of the Property at any trustee's or foreclosure sale hereunder, and the amount of Lender's successful bid may be credited on the Indebtedness. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder, and Lender shall have the right to cause a subsequent sale or sales to be made hereunder.

8.04 PARTIAL SALES. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Debtor shall never have any right to require the sale of less than the whole of the Property, but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Lender elects not to accelerate the unpaid balance of the Note or Indebtedness, Lender shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

8.05 FORECLOSURE OF ALL PROPERTY. The Land, Improvements, and Personal Property may be sold in one or more public sales pursuant to the Texas Property Code and the UCC. Debtor shall assemble the Personal Property and make it available to Lender upon Lender's written request. Debtor and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to Section 8.02 above and pursuant to the Texas Property Code is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Lender shall also be entitled to foreclose its security interests against the Personal Property in accordance with any other rights and remedies Lender may have as a secured party under the UCC.

8.06 TRUSTEE'S DEED. Trustee shall deliver to the purchaser a Trustee's deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Debtor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. At any such sale (a) Debtor hereby agrees, in its behalf and in behalf of Debtor's heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Lender, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all persons legally entitled thereto, the time, the place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Lender or by Trustee hereunder, shall be taken by all courts of law and equity as *prima facie* evidence that the statements or recitals state facts and are without further question to be so accepted, and Debtor

hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract.

8.07 PROCEEDS OF SALE. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's fees and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

8.08 POSSESSION AFTER SALE. Debtor or any person holding possession of the Property through Debtor shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Debtor or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer.

8.09 COSTS AND EXPENSES. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts, and title reports.

8.10 SUBSTITUTE TRUSTEE. Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Deed of Trust and by applicable law.

8.11 REMEDIES CUMULATIVE. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

8.12 FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, nor shall Lender's receipts of any awards, proceeds or damages under this Deed of Trust operate to cure or waive Debtor's default in payment of sums secured by this Deed of Trust.

8.13 WAIVER OF DEFICIENCY STATUTE. In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or non-judicial foreclosure sale, Debtor agrees as follows: notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Debtor agrees that Lender shall be entitled to seek a deficiency judgment from Debtor and any other party obligated on the Note equal to the difference between the amount owing on the Note and the amount for which the Property was sold pursuant to judicial or non-judicial foreclosure sale. Debtor expressly recognizes that this Section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Debtor and other persons against whom recovery of deficiencies is sought or Guarantor

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independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Debtor further recognizes and agrees that this waiver creates an irrefutable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Debtor, Guarantor, and others against whom recovery of a deficiency is sought.

8.14 WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Debtor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Deed of Trust and Lender's rights and interests under this Deed of Trust, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Deed of Trust.

**ARTICLE IX
ENVIRONMENTAL, HEALTH, AND SAFETY MATTERS**

The terms and conditions of the Environmental Risk Agreement are incorporated herein by reference as if set forth herein.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.01 RELEASE. Upon payment of all sums and the performance of all obligations secured by this Deed of Trust, Lender shall release this Deed of Trust. Debtor shall pay Lender's reasonable costs incurred in releasing this Deed of Trust.

10.02 DEBTOR AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Debtor, Debtor's successors or assigns or any junior lienholder or Guarantor, without liability on Lender's part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Debtor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section shall not affect the obligation of Debtor or Debtor's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Debtor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Deed of Trust on the Property. Debtor shall pay Lender a reasonable charge, together with such title insurance premiums and attorneys' fees as may be incurred at Lender's option, for any such action if taken at Debtor's request.

10.03 POWER OF ATTORNEY. Debtor hereby irrevocably appoints Lender as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time following the occurrence and during the continuation of an Event of Default in Lender's reasonable discretion, to take any action and to

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execute any instrument which Lender may deem necessary or appropriate to enforce the rights of Lender with respect to the Property.

10.04 NOTICE. All notices or other communications required or permitted to be given pursuant to this Deed of Trust shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving notice to the other party in the manner set forth herein.

10.05 SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Debtor.

10.06 JOINT AND SEVERAL LIABILITY. All covenants and agreements of Debtor (if more than one) shall be joint and several.

10.07 AGENTS. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender.

10.08 GOVERNING LAW. THIS DEED OF TRUST SHALL BE GOVERNED BY THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS.

10.09 SEVERABILITY. In the event that any provision of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

10.10 USURY DISCLAIMER. The term "*Maximum Lawful Rate*" means the maximum rate of interest and the term Maximum Lawful Amount means the maximum amount of interest that is permissible under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount permitted by applicable state or federal law, and to prevent such an occurrence Lender and Debtor agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by the Note or with respect to any other amount payable under this Deed of Trust or any of the other Loan Documents, shall be spread, prorated or allocated over the full period of time the Note is unpaid, including the period of any renewal or extension of the Note. If demand for payment of the Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that the Note thereafter remains unpaid for the purpose of determining if such Interest exceeds the Maximum Lawful Amount. At maturity (including maturity due to Lender's acceleration of the Note) or on earlier final payment of the Note, Lender shall compute the total amount of interest that has been contracted for,

charged or received by Lender or payable by Debtor under the Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Debtor exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Debtor. This provision concerning the crediting or refund of excess Interest shall control and take precedence over other agreements between Debtor and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount.

10.11 PARTIAL INVALIDITY. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

10.12 CAPTIONS. The captions and headings of the Articles and Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms and provisions of this Deed of Trust.

10.13 DEFINITIONS. Capitalized terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Loan Agreement.

10.14 WAIVER OF JURY TRIAL. DEBTOR AND LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS DEED OF TRUST OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. DEBTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

10.15 PATRIOT ACT NOTICE. LENDER HEREBY NOTIFIES DEBTOR AND EACH GUARANTOR THAT PURSUANT TO THE REQUIREMENTS OF THE USA PATRIOT ACT, 31 U.S.C. § 5318 (THE "ACT"), IT IS REQUIRED TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES DEBTOR AND EACH GUARANTOR, WHICH INFORMATION INCLUDES THE NAME AND ADDRESS OF DEBTOR AND EACH GUARANTOR AND OTHER INFORMATION THAT WILL ALLOW SUCH LENDER TO IDENTIFY DEBTOR AND EACH GUARANTOR IN ACCORDANCE WITH THE ACT.

10.16 FACT ACT CERTIFICATION. Debtor hereby acknowledges that Lender may report information about the Indebtedness of Debtor to credit bureaus. Late payments, missed payments or other defaults on the Indebtedness may be reflected in Debtor's credit report.

10.17 INCORPORATION OF NOTICE OF FINAL AGREEMENT. It is the intention of Debtor, Guarantor and Lender that the following **NOTICE OF FINAL AGREEMENT** be incorporated by reference into each of the Loan Documents (as the same may be amended, modified, or restated from time to time). Debtor, Guarantor and Lender warrant and represent that the entire agreement made and existing by or among Debtor, Guarantor and Lender with respect to the Indebtedness is and shall be

contained within the Loan Documents, and that no agreements or promises exist, or shall exist, by or among, Debtor, Guarantor and Lender that are not reflected in the Loan Documents.

NOTICE OF FINAL AGREEMENT

THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

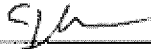
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTED as of the date of the acknowledgement below, but to be effective as of the Effective Date.

DEBTOR:

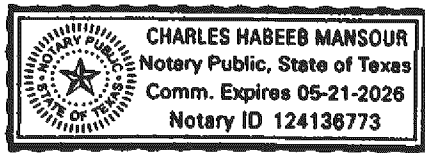
CASTILLE INVESTMENTS, LLC

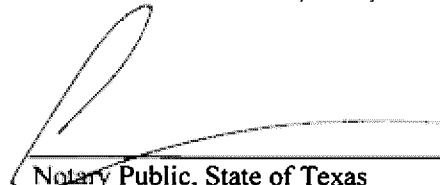
9018 Elizabeth Road, Houston, TX 77055

By: 
Name: Chad J. Castille
Title: Authorized Representative

STATE OF TEXAS §
COUNTY OF Harris §
§

This instrument was ACKNOWLEDGED before me, on 12-20, 2024, by **CHAD J. CASTILLE**, Authorized Representative of CASTILLE INVESTMENTS, LLC, on behalf of said company.




Notary Public, State of Texas

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**EXHIBIT A
LEGAL DESCRIPTION**

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

RP-2024-475873

RP-2024-475873
Pages 23
12/23/2024 07:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$109.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

T159537

CHICAGO TITLE
GF 226014

After Recording Return To:

STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK
777 E. EISENHOWER PKWY., #700
ANN ARBOR, MI 48108
Attn:

519-99-2660

07/23/98 200709783 T159537 \$17.00

Loan No: 603324534

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on July 17th, 1998.
The grantor is STEPHEN N. MONSEN AND SUZAN B. MONSEN HUSBAND AND WIFE

(("Borrower"). The trustee is MALCOLM D. GIBSON, whose
address is THREE RIVERWAY, SUITE 400 HOUSTON, TEXAS 77056

("Trustee"). The beneficiary is MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT

, which is organized and existing under the laws of THE STATE OF TEXAS,
and whose address is 2000 BERING DRIVE, SUITE 550 HOUSTON, TEXAS 77057

("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Four Thousand and 00/100

Dollars (U.S. \$ 124,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on August 1, 2028. This Security

Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the

security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the

following described property located in HARRIS County, Texas:
LOT TWO HUNDRED TWENTY-SEVEN (227), BLOCK FOURTEEN (14) OF SPRING OAKS, SECTION

THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT
THEREOF, RECORDED IN VOLUME 41, PAGE 10, OF THE MAP RECORDS OF HARRIS COUNTY,
TEXAS.

which has the address of 1318 MODISTE DRIVE, HOUSTON
[Street] [City]

Texas 77055 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.
All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and
convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will
defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay
when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the
Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall
pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a)

yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly
leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood
insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in

accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called
"Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for
a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures

Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds
sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.
Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

Escrow Items or otherwise in accordance with applicable law.

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Page 1 of 5. Form 3044 9/90

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519-99-2601

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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519-99-2681

If the Property is sold pursuant to this paragraph 21, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property, Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

25. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

26. Waiver of Notice of intention to Accelerate. Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Security Instrument except as provided in paragraph 21.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

28. Purchase Money; Vendor's Lien; Renewal and Extension. [Complete as appropriate]

THE NOTE SECURED HEREBY IS SECURED BY THE VENDOR'S LIEN RETAINED IN THE DEED OF EVEN DATE HEREWITH CONVEYING THE PROPERTY TO BORROWER, WHICH VENDOR'S LIEN HAS BEEN ASSIGNED TO LENDER, THIS DEED OF TRUST BEING ADDITIONAL SECURITY THEREFOR.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 Borrower Stephen N. Monsen (Seal)
 Social Security Number _____

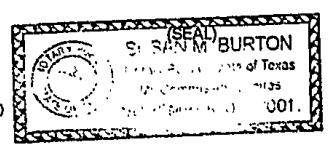
 Borrower Suzan B. Monsen (Seal)
 Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF TEXAS }
 COUNTY OF HARRIS } ss:
 Before me Susan M. Burton on this day personally appeared
STEPHEN N. MONSEN AND SUZAN B. MONSEN HUSBAND AND WIFE

know, to me (or proved to me on the oath of photo ID) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of July, A.D., 1998.



 My Commission Expires: _____
 SUSAN M. BURTON
 Notary Public, State of Texas
 My Commission Expires
 NOVEMBER 03, 2001.

519-99-2685

FILED

98 JUL 23 PM 2:27

Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR SEX IS UNLAWFUL 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 on

JUL 23 1998



Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

T159538

CHICAGO TITLE
GF 22604

Loan No. 603324534

ASSIGNMENT OF LIEN

519-99-2680

07/23/98 200709784 T159538 \$9.00

STATE OF TEXAS
COUNTY OF HARRIS

} ss: KNOW ALL PEOPLE BY THESE PRESENTS:

THAT the undersigned, the present legal and equitable owner and holder of the following to-wit:

That one certain promissory note dated July 17, 1998 in the original principal amount of \$ 124,000.00 executed by STEPHEN N. MONSEN AND SUZAN B. MONSEN

payable to the order of MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT and secured by Deed of Trust of even date therewith to MALCOLM D. GIBSON, Trustee, same having been filed for record in the Official Public Records of Real Property of HARRIS County, Texas; all of the above instruments concerning, encumbering and/or being against the following described real property, to-wit:

LOT TWO HUNDRED TWENTY-SEVEN (227), BLOCK FOURTEEN (14) OF SPRING OAKS, SECTION THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

for a good and valuable consideration paid to the undersigned (the current legal and equitable owner, holder and beneficiary of said note and liens), the receipt and sufficiency of which is hereby acknowledged, has TRANSFERRED and ASSIGNED, GRANTED and CONVEYED without recourse and by these presents TRANSFERS, ASSIGNS, GRANTS, and CONVEYS without recourse unto STANDARD FEDERAL BANK

A FEDERAL SAVINGS BANK its successors and assigns, the above described note, together with all liens, rights and interests and any superior title, held by the undersigned securing the payment thereof.

Executed on July 17, 1998

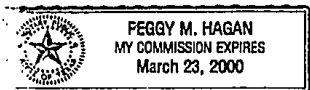
MORTGAGE FACTORY INC. DBA
MORTGAGES DIRECT

BY: [Signature]
NAME: RENEE M. WELLS
TITLE: AGENT (ATTORNEY IN FACT)
(Beneficiary)

STATE OF TEXAS
COUNTY OF HARRIS

} ss:

This instrument was acknowledged before me on July 17, 1998, by RENEE M. WELLS as AGENT (ATTORNEY IN FACT) of MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT on behalf of said Beneficiary.



[Signature]
NOTARY PUBLIC STATE OF TEXAS

(printed name of Notary Public)

Commission Expires:

After recording, return to:

STANDARD FEDERAL BANK, A
Federal Savings Bank
777 E. EISENHOWER PARKWAY, SUITE 700
ANN ARBOR, MI 48108
Attn: POST CLOSING
Loan No. 603324534

FILED
98 JUL 23 PM 2:27
HARRIS COUNTY CLERK
HARRIS COUNTY TEXAS

519-99-2687

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that the 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 on

JUL 23 1998



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

1700232

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Asgn
✓ 25

20090209750
05/18/2009 RP3 \$16.25

Recording Requested By:
VERDUGO TRUSTEE SERVICE CORPORATION

When Recorded Return To: //
CITIMORTGAGE, INC.
C/O VERDUGO TRUSTEE SERVICE CO.
PO BOX 9443 DEPT. 1020
GAITHERSBURG, MD 20898-9443



TRANSFER OF LIEN

CITIMORTGAGE, INC. #:0603324534 "MONSEN" Lender ID:03382/717908462 Harris, Texas
Holder of Note and Lien: CITIMORTGAGE, INC.
Holder's Mailing Address: 5280 CORPORATE DRIVE, MC 22-528-1020, FREDERICK, MD 21703
Transferee: HMC-HOME MORTGAGES CO A WHOLLY OWNED SUBSIDIARY OF TAYLOR, BEAN & WHITAKER MORTGAGE CORP
Transferee's Mailing Address: 1417 N MAGNOLIA AVE, OCALA, FL 34475

Note:
Date: 07/17/1998
Original Amount: \$124,000.00
Maker: STEPHEN N MONSEN AND SUSAN B MONSEN HUSBAND AND WIFE
Payee: MORTGAGE FACTORY INC DBA MORTGAGES DIRECT
Unpaid Principal and Interest: \$0.00

NOTE AND LIEN ARE DESCRIBED IN THE FOLLOWING DOCUMENTS, RECORDED IN:

Deed of Trust Recorded on 07/23/1998 in Book/Reel/Liber: 519-99 Page/Folio: 2660 as Instrument No.: T159537 in said county.

Legal: AS REFERENCED ON ORIGINAL RECORDED DOCUMENT: VENDOR'S LIEN: VENDOR'S LIEN RETAINED IN DEED DATED JULY 17, 1998 FROM JAMES GARLAND REED INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF JAMES O REED DECEASED TO STEPHEN N MONSEN AND SUZAN B MONSEN HUSBAND AND WIFE SECURING THE PAYMENT OF A NOTE IN THE PRINCIPAL AMOUNT OF \$124,000.00 PAYABLE TO THE ORDER OF MORTGAGE FACTORY INC DBA MORTGAGES DIRECT TO MALCOLM D GIBSON TRUSTEE
Property Address: 1318 MODISTE DRIVE, HOUSTON, TX 77055

For value received Holder of Note and Lien transfers them to Transferee, warrants that the lien is valid against the property in the priority as insured.

CITIMORTGAGE, INC.
On May 7th, 2009

RR 064-88-2397



FILED FOR RECORD
8:00 AM

MAY 18 2009

Shyra Davis
County Clerk, Harris County, Texas

By: W
WALTER H EICHELBERGER,
Vice-President

STATE OF Maryland
COUNTY OF Frederick

On this 7th day of May 2009, before me, the undersigned officer personally appeared WALTER H EICHELBERGER, who made acknowledgment on behalf of CITIMORTGAGE, INC., who acknowledges himself/herself to be the Vice-President of CITIMORTGAGE, INC., a corporation, and that he/she as such Vice-President, being authorized so to do, executed the foregoing instrument in their capacity for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice-President.

WITNESS my hand and official seal,
Shyra Davis
SHYRA DAVIS
Notary Expires: 03/14/2012

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 the number sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

Shyra Davis
Notary Public
Frederick Co., MD

MAY 18 2009

(This area for notarial seal)



Shyra Davis
COUNTY CLERK
HARRIS COUNTY, TEXAS

*RVA*RVACITM*05/01/2009 02:13:00 AM* CITM01CITM000000000000004231707* TXHARRI* 0603324534 TXHARRI_LIEN_REL *SS3*ASCITM*

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following:

A PRELIMINARY RE-PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 12, 2025

Time: 7:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, August 26, 2025

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Community Development Manager, Jose Gomez at (713) 465-8308.



**Spring Valley Village Planning and
Zoning Commission
Agenda Item Data Sheet**

MEETING DATE:	October 14, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	<p>CONDUCT A PUBLIC HEARING CONCERNING: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.</p> <ol style="list-style-type: none"> 1. Presentation 2. Those In Favor 3. Those Opposed 4. Adjourn Public Hearing

BACKGROUND:	<p>Applicant: Dorado Homes Owner: Dad's Club Swim Team, Inc. Property Location: The property comprises approximately 2.639 acres at 1065 Bingle Road, Houston, Texas, situated east of Voss Road, west of Bingle Road, and north of Interstate Highway 10.</p> <p>Background On May 2, 2018, City Council approved Ordinance No. 2018-30, establishing Dolphins Cove as a Planned Area</p>
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Development (PAD) allowing for four single-family residential lots. The application was submitted by Cobb Fendley & Associates on behalf of Dad's Club Swim Team, Inc. No development has occurred since the approval.

Request

On August 8, 2025, Dorado Homes, acting on behalf of the property owner, submitted a request to amend the existing PAD. The original PAD approved in 2018 provided access from Bingle Road; the amendment proposes maintaining the four residential lots, but shifting the entrance to Voss Road. Following multiple meetings with city staff, the Villages Fire Department, and reviews from city engineers, Dorado Homes proposed the following amendments:

- Update applicant and primary point of contact
- Clarify property location
- Modify street length and cul-de-sac to comply with the International Fire Code
- Revise size and area requirements for residential units
- Reorient and adjust the length of the internal cul-de-sac
- Modify access configuration to change vehicular connection from Bingle Road to Voss Road, which will include a proposed concrete paved street and bridge/sidewalk access.
- Update landscaping, fencing, and utility requirements
- Proposed subdivision sign.

ATTACHMENTS: Final signed Application September 9.15, Dolp. Cov. Public Notice Res, Dolphin's Cove Notice Labels, Public Hearing Notice - Dolphin Cove PADD, PZ Zoning Signage, 200ft Letter Notice

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: No action during the public hearing. The next item is for consideration of the request.



SPRING VALLEY
VILLAGE

Community Development
City of Spring Valley Village

PAD DEVELOPMENT & PAD AMENDMENT APPLICATION

PROPERTY INFORMATION	
Type of Application:	<input type="checkbox"/> New Planned Area Development <input checked="" type="checkbox"/> Amendment to Planned Area Development
Property Address:	1065 Bingle Rd / 1006 Voss Rd
Legal Description:	All property located within Dolphin's Cove Subdivision shown on plat with recording number RP-2021-353095 in Harris County Map Records, excluding the 20' wide panhandle road connecting property to Bingle Rd and addition of a piece of property along Voss Rd.
Development Name:	Dolphin's Cove Subdivision
Zoning District:	Dolphin's Cove PADD

OWNER INFORMATION	
Name:	Dad's Club, Inc
Phone#:	713-461-8577
Address:	1006 Voss Rd
Email:	Justin.Chapman@HuntCompanies.com

APPLICANT/AGENT INFORMATION	
Name:	Dorado Homes, LLC dba Dorado Builders
Phone#:	281-962-4657
Address:	5599 San Felipe, Ste 911, Houston, TX 77056
Email:	tpadua@paduarealty.com
**If applicant is different than property owner a <i>Notarized Letter of Authorization</i> must be attached to the application	

PROPERTY OWNER/AGENT AUTHORIZATION		
<i>Property Owner Consent/Agent Authorization:</i> By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the application being requested for this property. Additionally, my signature below indicates my awareness of the fee required at the time of the application submittal and any additional fees as noted in the City's fee schedule. This fee is non-refundable even in the event of application withdrawal. I have the power to authorize and hereby grant permission for City of Spring Valley Village officials to enter the property on official business as part of the application process.		
	Antonio Padua	8/14/25
Signature of Contractor/Authorized Agent	Printed Name	Application Date

FOR OFFICE USE ONLY	
Zoning Case Number: _____	Date Submitted: _____
P&Z Meeting Date: _____	P&Z Recommendation: <input type="checkbox"/> Approved <input type="checkbox"/> Denied
Council Meeting Date: _____	Council Decision: <input type="checkbox"/> Approved <input type="checkbox"/> Denied

NOTE: Only complete applications shall be accepted and payment must be received at time of submission.



SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

- Fees:**
- Plat or Replat Application - \$500
 - Specific Use Permit Application - \$500
 - Planned Area Development District (PADD) Application - \$7,000
 - Amendment to Planned Area Development District (PADD) Application - \$1,000

Submittal Requirements Checklist:

Fifteen (15) packets, each one shall include all of the items listed below:

- Application
- Letter stating the applicant 's reasons for request, the type of request, and other pertinent information
- Letter from property owner
- Metes and bounds of the site and county slide number of plat (if recorded)
- Scale drawings, on 24" x 36" paper (1" = 100 '), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
- A pdf of the entire packet submitted to secretary@springvalleytx.com

Subdivision / Development Name: Dolphin's Cove

Geographical Location: Voss Rd and Briar Gully around 1065 Bingle Rd
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Survey/Abstract No.: _____

- Submittal Type:**
- Preliminary Plat
 - Final Plat
 - Amending Plat
 - Preliminary Replat
 - Final Replat
 - Specific Use Permit
 - Specific Use Permit Amendment

Reason for Replat or Amending Plat:

We are requesting an amendment to Planned Area Development District (PADD) Application in order to approve a modification to the Dolphin's Cove Subdivision to change the access to come from Voss Rd instead of Bingle Rd

- Type of Plat:**
- Single Family Residential
 - Zero Lot Line Patio Homes
 - Planned Area Development District
 - Planned Area Development
 - Amendment to Planned Area Development

PAD DEVELOPMENT & PAD AMENDMENT SUBMITTAL REQUIREMENTS

Attach These Items With Completed Application:

- Fifteen (15) copies of Completed Packet
- Letter stating applicant's reasons for request
- Letter from property owner if different from the applicant

The Following Items Are Required To Be Addressed Within All PAD Applications:

- Site Plan
- Elevation Plans
- Access for the Property; Traffic Impact Study
- Parking Facilities and Maintenance thereof (Off-site, on-site, overnight, parking structures, etc.); Parking Ratios
- Adjacent Property impacts – sight lines, landscape screening, noise & light spillover
- Uses (Permitted, uses allowed by specific use permit, uses by floor, restriction of outdoor uses including display & sales, etc.)
- Hours of operation, construction activity, & site maintenance
- Dumpster location(s) and hours of trash collection
- Landscaping plans, plant lists, irrigation plans and maintenance thereof
- Logistics for deliveries including location & hours of operation
- Signage (type(s), location, sizes, etc.)
- Drainage system design in compliance with City's Drainage Criteria Manual
- Plans for site electrical & other utility delivery systems
- Site Lighting – landscape, signage, accent, exterior building & parking lot

How do I submit a request?

The City of Spring Valley Village requests that 15 copies be submitted at the time of application. Before submitting, you will be required to meet with City representatives to hold a development review committee meeting. Upon completion of the meeting and a complete application, applicants will coordinate submission and payment of application.

What is the purpose of the public hearings?

The City of Spring Valley has established that all Plats must go through a Public Hearing Process in order to be approved; this will take place with the Planning & Zoning Commission and the City Council. The platting regulations are established to ensure an orderly development of lots throughout the City, as such the public hearing process gives all residents the opportunity to express how they feel the proposed changes could affect them positively or negatively.

Who should present the proposal at the public hearings?

The owner or a representative should be present at the public hearings. The owner, applicant or an agent may make the presentation to the Planning & Zoning Commission.

Plat/PADD Data:

Total Acreage: 2.6 acres Typical Lot Size: 14,500-22,000+
Number Lots: 4 Number of Streets: 1
Numbers and Types of Reserves: TBD Total Acres in Reserve: TBD
Zoning District: Dolphin's Cove PADD

Applicant: Dorado Homes, LLC

Contact Name: Antonio Padua
Address: 5599 San Felipe, Ste 911, Houston, TX 77056
Phone: 281-962-4657 Fax: _____
Email: tpadua@paduarealty.com

Owner: Dad's Club, Inc

Contact Name: Justin Chapman
Address: 1006 Voss Rd
Phone: 713-461-8577 Fax: _____
Email: Justin.Chapman@HuntCompanies.com

Engineer or Planner: Jones Engineering Solutions

Contact Name: James Jones
Address: 11767 Katy Freeway
Phone: 832-834-5496 Fax: _____
Email: jamesjones@jonesengineeringsolutions.com

Authorization:

My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for all engineering fees incurred by the City.



Applicant's Signature

8/14/25

Date



5599 San Felipe, Suite 911 · Houston, Texas 77056
713-840-1051 · Fax 713-840-8159

September 10, 2025

Via Email (secretary@springvalleytx.com; jgomez@springvalleytx.com)

City of Spring Valley Village
c/o John McDonald and Jose Gomez
1025 Campbell Rd.
Houston, TX 77055

RE: PAD AMENDMENT APPLICATION FOR THE EXISTING DOLPHIN'S COVE PLANNED AREA DEVELOPMENT DISTRICT CONTAINING FOUR SINGLE FAMILY RESIDENTIAL LOTS ON APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF I-10.

Dear Mr. McDonald and Mr. Gomez and City of Spring Valley Village,

As you know from our various meetings and communications, we are submitting an application to amend the existing Dolphin's Cove PADD in order to implement what the City approved in 2018 via Ordinance **NO. 2018-30**. The proposed PADD Amendment contains approximately 2.6+/- Acres of Land and 4 nicely designed, spacious single-family lots for custom homes. Essentially, the only substantive change is to change the access to the subdivision to come from Voss Rd. by bridging over Briar Gully instead of coming from Bingle Rd by a long and skinny driveway. Such necessary change is visually depicted in the enclosed proposed site-plan, and a draft of the proposed necessary revisions are shown on the revised, redlined Amended Ordinance, application and applicable exhibits. Additionally, the applicable development requirements for the proposed Project are addressed with the items being submitted together with our application. **This proposed PADD Amendment not only conserves the already approved use for this property but also enhances it with a more appropriate access point.**

Based on our development company's strong and extensive experience in the development, construction, and operation of a variety of types of residential development tracts in the Houston MSA, we feel strongly that this change will significantly benefit the project as well as the City of Spring Valley Village. The proposed subdivision will be a deed-restricted custom home subdivision that will have an HOA in place to maintain landscaping, provide service to any private infrastructure, and enforce deed restrictions. The HOA will have a minimum funded amount of \$50,000 upon creation and will set HOA assessments to preserve an adequate capital improvements budget. The access to

the subdivision from Voss Rd. will be achieved by constructing a clear span bridge built to Harris County Flood Control District and any other applicable public guidelines that will be dedicated to the City of Spring Valley, with specifications that will ensure a maximum lifespan with minimal maintenance or repair costs. Voss Rd is a more appropriate access point for this subdivision because it eliminates having to route cars, buses, trucks, and emergency vehicles through the 360' long and skinny (20') driveway originally contemplated to the (heavily trafficked) Bingle Rd. In addition, it eliminates unnecessary disturbances to the adjacent properties.

In support of our application, please see enclosed the following items and some helpful comments regarding each of the materials provided:

- Application:*** Standard application for a PADD Amendment is provided
- Letter from Property Owner:*** While Dorado Builders is the Applicant and has a purchase and sale agreement to purchase the Property as soon as entitlements are secured, the Dad's Club is the current holder of title to the property.
- Current Recorded Plat:*** The current recorded plat that will need to be re-platted in order to implement this project. The replat will remove the panhandle to Bingle Rd (such panhandle becoming a utility easement) and dedicate some property between the Creek and Voss Rd for as ROW for the new road and bridge and create two incidental landscaping reserves as shown on the site plan of the proposed project referenced below.
- Proposed Amended Site plan:*** The site plan of the proposed project shows the updated access for the Property, including the bridge, right-of-way, road, sidewalk, updated lot layout, lot dimensions, allowable impervious cover for each lot, reserves, landscape areas, building setbacks, and other useful information. The lots will comply with District "A" Dwelling subdivision requirements.
- Proposed Paving Improvements:*** The site plan provides detail on the proposed bridge, street, and cul-de-sac. Access from Voss will come from a bridge with 28' wide vehicular road and one sidewalk meeting the City of Spring Valley requirements. It will meet or exceed structural HS-20 or HL 93 loading requirements as indicated by the City in order to ensure its capacity to handle emergency, school, and trash vehicles. The bridge will need to be approved by Harris County Flood Control District as well as the City of Spring Valley. Harris County Flood Control District is mainly concerned with confirming the bridge will not impede flow of the creek so no hydraulic or hydrologic analysis would be necessary. Per our discussions with the Fire Marshall, the cul-de- sac diameter of 90' is acceptable as long as we increase the radius coming off the corner of Lot 3 to 30' as shown on the Site Plan.

Proposed Utility Layout:

A one-line utility layout reflects the proposed system to serve the subdivision with water, sewer and storm drainage facilities. As requested by the City staff, the water line proposed will be looped from Voss Rd to Bingle Rd. Currently, Project Engineer believes the most appropriate way to deliver wastewater service is by tying into the City's wastewater system on Bingle Rd. Therefore, we would construct a standard gravity fed sanitary line to serve the proposed development that ties into the 12" Sanitary main along Bingle Rd. Further engineering design work will be required in order to confirm this route is indeed possible. In the case it is not feasible, we want to have a backup plan to allow each home to have an individual private sanitary pump that ties into a public force main which then ties into existing City sanitary lines along Voss. Under this scenario, the private pumps would be the responsibility of each property owner to service and maintain, as well as the duty to provide backup power in case of power outages.

Landscaping & Hardscaping:

The subdivision will comply with Article 3.1000 regarding tree planting and preservation with an emphasis on saving as many trees as possible given the current building plan. The subdivision will contain landscape / drainage reserves on either side of the proposed bridge along Voss Rd which the HOA will maintain. The HOA will also maintain the ROW in front of the houses.

Drainage system:

The proposed drainage system is to tie storm sewers into the Bingle Rd storm sewer system in compliance with City's Drainage Criteria Manual.

Traffic Exhibit:

A basic traffic count estimate is provided. Naturally, since only four homes will be constructed, the incremental traffic generated will be minimal.

Proposed Amended Ordinance:

As an additional exercise to facilitate this request, a draft of the proposed Dolphin's Cove PADD Amendment Ordinance is included.

Hours of Construction Activity:

The standard City of Spring Valley construction timeline and requirements will be respected.

Please note the following items from your application checklist are not applicable to this PADD Amendment because the 4 residential homes are not being designed or being permitted at this time, and it is not a commercial development: Elevation Plans, Parking Facilities, Uses, Dumpster location, Landscaping Plans, Logistics for Deliveries, and Sight Lighting.

The foregoing proposal is intended to summarize and outline terms and conditions for the proposed Amendment.

If you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Padua', written over a horizontal line.

Antonio J. Padua
Vice President – Director of Development
Padua Realty Company

DAD'S CLUB SWIM TEAM

1006 Voss Rd· Houston, Texas 77055
713-461-8577

July 28, 2025

Via Email (secretary@springvalleytx.com; jgomez@springvalleytx.com)

City of Spring Valley Village
c/o John McDonald and Jose Gomez
1025 Campbell Rd.
Houston, TX 77055

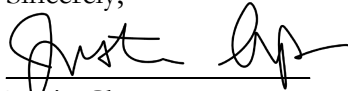
RE: PAD AMENDMENT APPLICATION FOR THE EXISTING DOLPHIN'S COVE PLANNED AREA DEVELOPMENT DISTRICT CONTAINING FOUR SINGLE FAMILY RESIDENTIAL LOTS ON APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF I-10.

Dear Mr. McDonald and Mr. Gomez and City of Spring Valley Village,

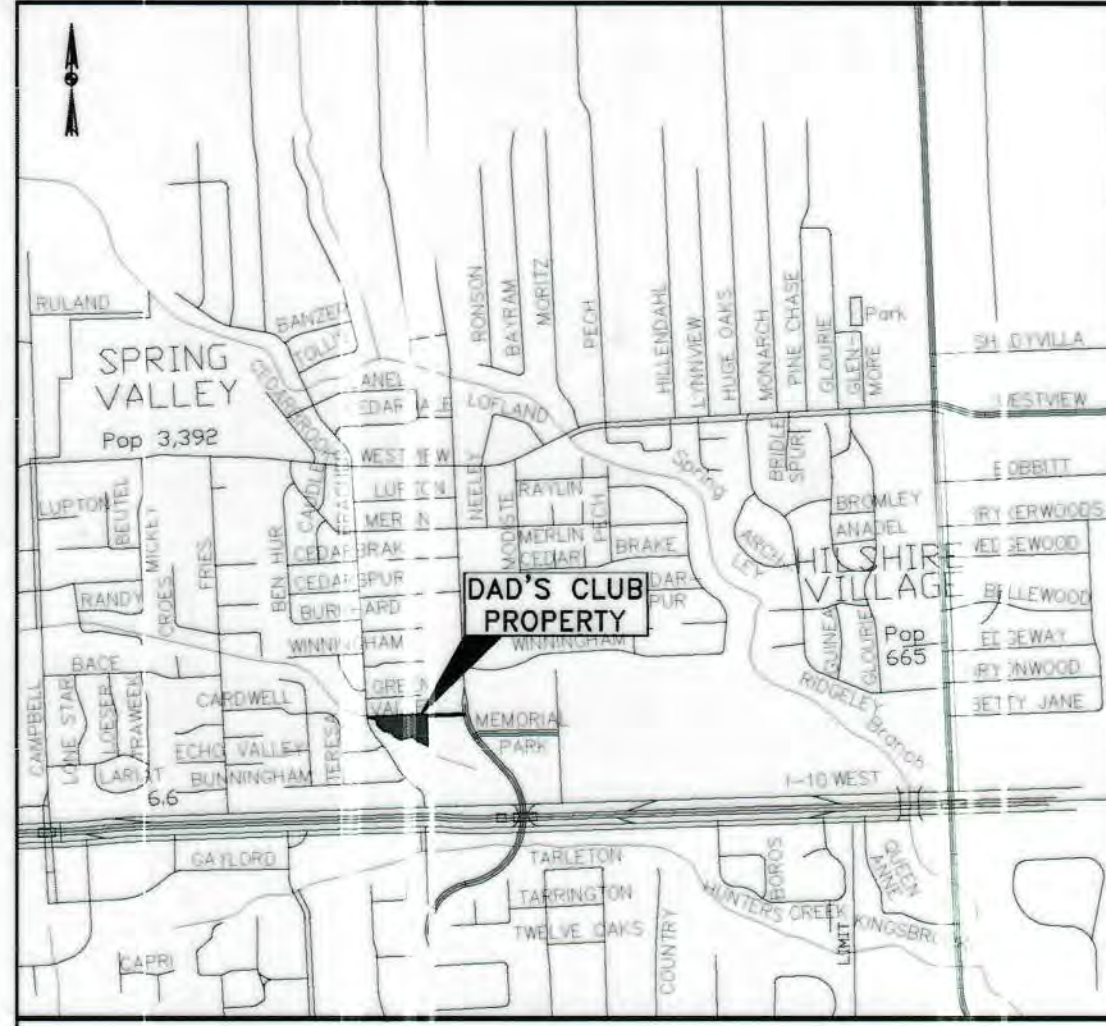
Per prior meetings with us and representatives of Dorado Homes, LLC, please accept this letter to confirm that Dad's Club, Inc consents to the submission of the attached application ("Application") to amend the existing Dophin's Cove PADD (Ordinance **NO. 2018-30**). As noted in the Application, Dorado Homes, LLC is the applicant and Dad's Club Inc is still the title owner of the land. Dorado Homes, LLC entered into a purchase and sale agreement with the Dad's Club, Inc. to purchase this subject property in order to implement the proposed project as soon as certain entitlements were approved by the City of Spring Valley.

If you have any questions, please feel free to contact me at 915-525-4676. Thank you for your consideration.

Sincerely,



Justin Chapman
President
Dad's Club, Inc



VICINITY MAP
KEY MAP #827-M

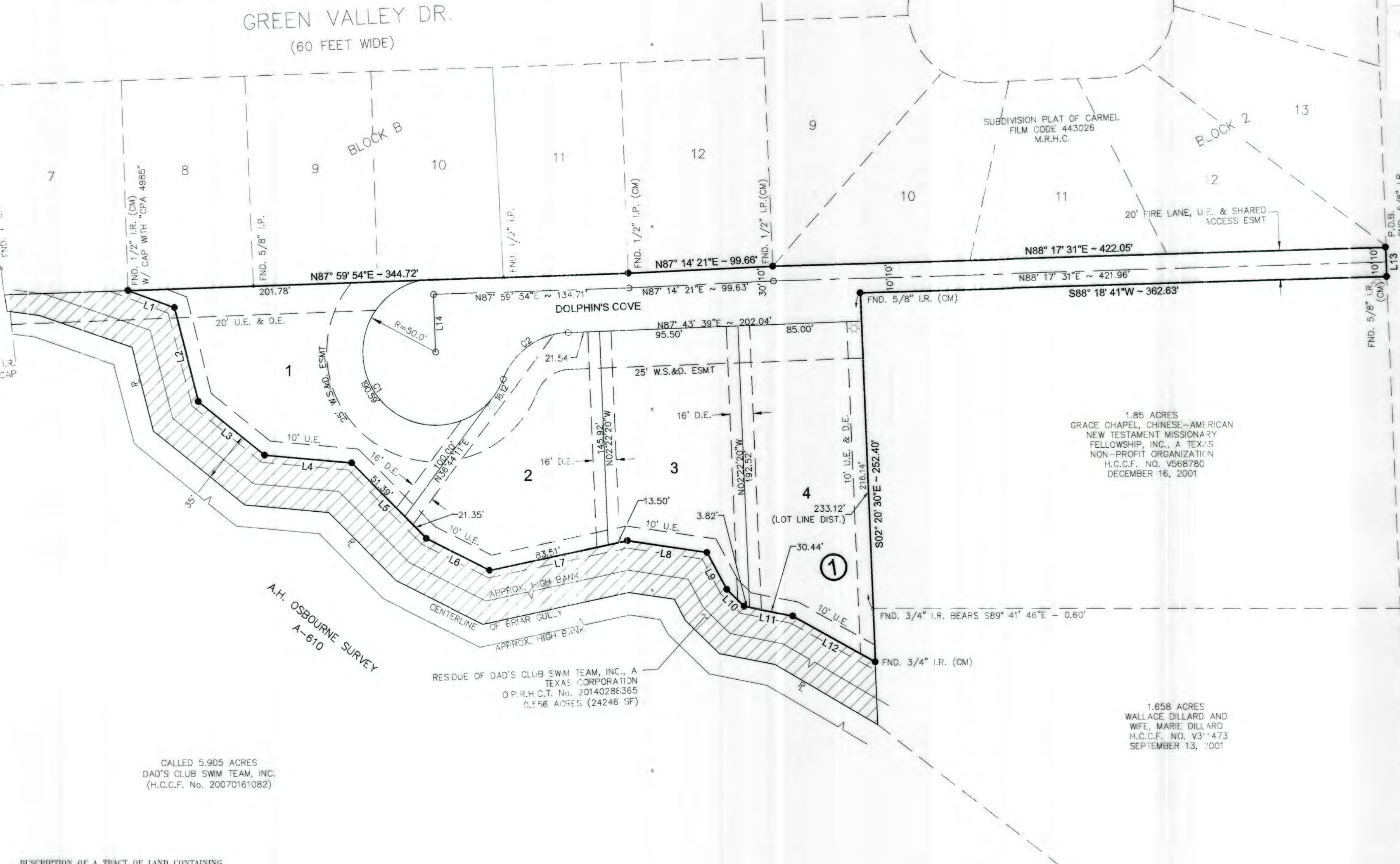
- NOTES:
- 1.) ALL DRAINAGE EASEMENTS & RESERVES SHOWN HEREON SHALL BE DEDICATED TO AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
 - 2.) EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE AND UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTE WATER DISPOSAL LINES, GAS AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT AND BUILDING LINE.
 - 3.) ALL BEARINGS AND COORDINATES SHOWN HEREON ARE GRID VALUES, REFERENCED TO THE TEXAS STATE PLANNED COORDINATE SYSTEM, SOUTH CENTRAL ZONE NO. 1494 NAD 83 (COES 06, EPOCH 2002).
 - 4.) ALL BOUNDARY CORNERS HAVE BEEN MARKED WITH 5/8" IRON RODS UNLESS OTHERWISE NOTED.
 - 5.) HIGH BANK OF BEAR CULLEY IS SHOWN IN AN APPROXIMATE LOCATION.
 - 6.) ALL LOTS WILL CONFORM TO THE BUILDING LINE AND SETBACK REGULATIONS OF THE CITY'S COMPREHENSIVE ZONING ORDINANCE.
 - 7.) ALL BUILDING LINES ARE DICTATED BY THE ZONING ORDINANCE.
 - 8.) NO HOUSE, DWELLING UNIT OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION BY THE OWNER OR ANY OTHER PERSON UNTIL SUCH TIME AS THE DEVELOPER AND/OR OWNER HAS COMPLIED WITH ALL REQUIREMENTS OF THE CODES OR ORDINANCES OF THE CITY OF SPRING VALLEY REGARDING IMPROVEMENT WITHIN THE AREA TO PLATED INCLUDING THE ACTUAL INSTALLATION OF STREETS WITH THE REQUIRED BASE AND PAVING, CURB AND GUTTER, DRAINAGE AND STRUCTURES, STORM SEWERS, ALLEYS AND WATER AND SEWER UTILITIES, ALL ACCORDING TO THE SPECIFICATIONS OF THE CITY OF SPRING VALLEY VILLAGE.
 - 9.) THESE RESTRICTIONS, WITH RESPECT TO IMPROVEMENTS ARE MADE TO ENSURE THE INSTALLATION OF SUCH IMPROVEMENTS AND TO GIVE NOTICE TO EACH OWNER AND EACH PROSPECTIVE OWNER OF LOTS IN THE SUBDIVISION THAT NO HOUSE OR OTHER BUILDING CAN BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION UNTIL THE SAID IMPROVEMENTS ARE ACTUALLY MADE OR PROVIDED FOR ON THE ENTIRE BLOCK ON THE STREET AND/OR STRIPS ON WHICH PROPERTY ABUTS AS DESCRIBED HEREIN.

FLOOD PLAINS:
ACCORDING TO THE FLOOD INSURANCE RATE MAPS NO. 48210C046L DATED JUNE 18 2007, THE SUBJECT TRACT SHOWN HEREON IS SITUATED IN ZONE "X" (UNSHADED AND PARTIALLY IN ZONE "AE" THE AREA IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN AND PARTIALLY WITHIN THE 100-YR FLOOD PLAIN.

LINE #	LENGTH	DIRECTION
L1	33.98	N69° 49' 12"W
L2	66.21	N14° 32' 04"W
L3	58.53	N51° 11' 24"W
L4	60.22	N84° 56' 58"W
L5	72.74	N44° 52' 57"W
L6	48.62	N63° 29' 12"W
L7	97.01	S77° 51' 34"W
L8	55.36	N81° 41' 25"W
L9	28.87	N28° 24' 36"W
L10	16.54	N54° 00' 01"W
L11	34.26	N78° 59' 14"W
L12	64.83	N61° 03' 11"W
L13	20.00	S02° 16' 51"E
L14	40.00	N02° 12' 48"W

CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	206.71'	50.00'	236° 52' 31"	87.93'	S40° 09' 33"E
C2	57.96'	50.00'	66° 25' 19"	54.77'	N54° 36' 51"E

- 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
 - = STREET NAME BREAK
 - ③ = BLOCK NUMBER
- (CM) = CONTROL MONUMENT
D.R.H.C. = DEED RECORDS HARRIS COUNTY, TEXAS
O.R.H.C. = OFFICIAL RECORDS HARRIS COUNTY, TEXAS
P.R.H.C. = PLAT RECORDS HARRIS COUNTY, TEXAS



DESCRIPTION OF A TRACT OF LAND CONTAINING 2.078 ACRES (90,508 SQUARE FEET) SITUATED IN THE A.H. OSBOURNE SURVEY, A-610 IN HARRIS COUNTY, TEXAS, AND BEING PART OF TRACT 2,639-ACRE TRACT CONVEYED UNTO DAD'S CLUB SWIM TEAM, INC. BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 20140288365 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, SAID 2.639-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A TRACT OF LAND CONTAINING 2.078 ACRES (90,508 SQUARE FEET) SITUATED IN THE A.H. OSBOURNE SURVEY, A-610 IN HARRIS COUNTY, TEXAS, AND BEING PART OF TRACT 2,639-ACRE TRACT CONVEYED UNTO DAD'S CLUB SWIM TEAM, INC. BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 20140288365 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, SAID 2.639-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH A CAP STAMPED "PRECISION" FOUND FOR THE COMMON NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID 2.639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT AND THE WEST RIGHT OF WAY LINE OF SAID BINGLE ROAD, A DISTANCE OF 20.36 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE COMMON MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED AND SAID 2.639-ACRE TRACT, AND FOR THE NORTHEAST CORNER OF A CALLED 1.85-ACRE TRACT AS CONVEYED UNTO GRACE CHAPEL, CHINESE-AMERICAN NEW TESTAMENT MISSIONARY FELLOWSHIP, INC. AS RECORDED UNDER COUNTY CLERK'S FILE NUMBER V568780 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 02° 16' 51" EAST DEPARTING FROM THE SOUTH BOUNDARY LINE OF SAID LOT 12 AND CONTINUING WITH THE COMMON BOUNDARY LINE OF SAID 2.639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT AND THE WEST RIGHT OF WAY LINE OF SAID BINGLE ROAD, A DISTANCE OF 20.36 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE COMMON MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED AND SAID 2.639-ACRE TRACT, AND FOR THE NORTHEAST CORNER OF A CALLED 1.85-ACRE TRACT AS CONVEYED UNTO GRACE CHAPEL, CHINESE-AMERICAN NEW TESTAMENT MISSIONARY FELLOWSHIP, INC. AS RECORDED UNDER COUNTY CLERK'S FILE NUMBER V568780 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 86° 18' 41" WEST DEPARTING FROM THE EAST BOUNDARY LINE OF SAID CLAY 7-ACRE TRACT AND THE WEST RIGHT OF WAY LINE OF SAID BINGLE ROAD, A DISTANCE OF 362.63 FEET TO A 5/8-INCH IRON ROD FOUND FOR A COMMON CORNER OF SAID TRACT HEREIN DESCRIBED AND SAID 2.639-ACRE TRACT AND FOR THE NORTHWEST CORNER OF SAID 1.85-ACRE TRACT;

THENCE SOUTH 02° 30' 30" EAST CONTINUING WITH THE EAST BOUNDARY LINE OF SAID 2.639-ACRE TRACT AND THE WEST BOUNDARY LINE OF SAID 1.85-ACRE TRACT, AT A DISTANCE OF 15.09 FEET PASS AN ALUMINUM DISK AT A DISTANCE OF 216.14 FEET PASS THE SOUTHWEST CORNER OF SAID 1.85-ACRE TRACT AND THE WEST BOUNDARY LINE OF SAID 1.85-ACRE TRACT AS CONVEYED UNTO WALLACE DILLARD AND WIFE, MARIE DILLARD BY DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER V31473 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS FROM WHICH A FOUND 3/4-INCH IRON ROD BEARS SOUTH 89° 41' EAST, A DISTANCE OF 0.66 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 252.40 FEET TO A 3/4-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 61° 08' 11" WEST DEPARTING FROM THE COMMON BOUNDARY LINE OF SAID 2.639-ACRE TRACT AND SAID 1.85-ACRE TRACT, A DISTANCE OF 64.83 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 78° 59' 14" WEST, A DISTANCE OF 34.26 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46° 00' 01" WEST, A DISTANCE OF 16.54 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 39° 24' 36" WEST, A DISTANCE OF 28.87 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 81° 41' 25" WEST, A DISTANCE OF 55.36 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 77° 51' 34" WEST, A DISTANCE OF 97.01 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 63° 29' 12" WEST, A DISTANCE OF 48.62 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 44° 52' 57" WEST, A DISTANCE OF 72.74 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 14° 32' 04" WEST, A DISTANCE OF 66.21 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 09° 49' 12" WEST, A DISTANCE OF 33.98 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "A 4985" FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND FOR THE SOUTHWEST CORNER OF LOT B, BLOCK B, GREEN VALLEY SEC. 2 SUBDIVISION AS RECORDED IN VOLUME 78, PAGE 71, MAP RECORDS OF HARRIS COUNTY, TEXAS AND BEING LOCATED IN THE COMMON NORTH BOUNDARY LINE OF SAID 2.639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT;

THENCE NORTH 87° 59' 54" EAST CONTINUING WITH THE COMMON NORTH BOUNDARY LINE OF SAID 2.639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT AND THE SOUTH BOUNDARY LINE OF SAID BLOCK B, A DISTANCE OF 344.72 FEET TO A 1/2-INCH IRON PIPE FOUND FOR A COMMON CORNER OF THE HEREIN DESCRIBED TRACT, SAID CLAY 7-ACRE TRACT AND SAID 2.639-ACRE TRACT, THE SOUTHWEST CORNER OF SAID LOT 11, BLOCK B AND FOR THE SOUTHWEST CORNER OF LOT 10, BLOCK 2 OF SAID CARMEL SUBDIVISION;

THENCE NORTH 87° 14' 21" EAST CONTINUING WITH THE COMMON NORTH BOUNDARY LINE OF SAID 2.639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT AND THE SOUTH BOUNDARY LINE OF SAID BLOCK 2, A DISTANCE OF 422.05 FEET TO THE POINT OF BEGINNING CONTAINING 2.078 ACRES OF LAND.

EXISTING RECORDED PLAT WHICH WILL NEED TO BE REPLATTED

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS
THAT I, Stephen Leichert, OWNER OF THE PROPERTY ON THE FOREGOING PLAT OF DOLPHIN'S COVE SUBDIVISION, 2.078 ACRES IN THE A.H. OSBOURNE SURVEY, ABSTRACT 610, HARRIS COUNTY, TEXAS, DO HEREBY SUBMIT SAID PROPERTY AS CORNER TO THE STREETS, LINES, LOTS AND BLOCKS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, EASEMENTS AND DRAINAGE RIGHT OF WAY, SHOWN HEREON FOR THEIR USE, FOREVER AND TO BIND MYSELF, OUR HEIRS, SUCCESSORS, AND ASSIGNS TO FOREVER AND DEFEND THE TITLE OF THE LAND SO DEDICATED.

WITNESS MY HAND THIS 4 DAY OF May, 2021
Stephen Leichert
OWNER

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Stephen Leichert, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS DESCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET OUT.
GIVEN UNDER MY HAND AND SEAL THIS 4 DAY OF May, 2021

RP-2021-353095
6/23/2021 HCCPRP1 60.00

FILED
6/23/2021 2:45 PM
Lucia Rodriguez
COUNTY CLERK

ALEX VAN DUZER
Notary Public, State of Texas
Comm. Expires 06-01-2024
Notary ID 126811451

KNOW ALL MEN BY THESE PRESENTS:
THAT I, AURELIO D. CORTES, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT I HAVE PROPERLY MARKED ALL BLOCK CORNERS, LOT CORNERS, ANGLE POINTS AND POINTS OF CURVE IN PLAT OR SUBDIVISION OF LAND WITH 5/8-INCH IRON RODS (16-INCH IN LENGTH) WITH YELLOW CAPS STAMPED "COBB FENDEL & ASSOCIATES".

AURELIO D. CORTES
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5413
04/28/2021

STATE OF TEXAS
COUNTY OF HARRIS
LAND SURVEYOR

SUBDIVISION APPROVALS
CITY COUNCIL
THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS HAS APPROVED THIS RE-PLAT OF DOLPHIN'S COVE SUBDIVISION AS SHOWN HEREON.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE MAYOR OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS 23 DAY OF June, 2021

MARCUS VALDES, MAYOR
CITY OF SPRING VALLEY VILLAGE, TEXAS

ATTEST:
Rolando Benitez
ROLANDO BENITEZ, CITY CLERK
CITY OF SPRING VALLEY VILLAGE, TEXAS

I, TENESHA HUDSPETH, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THIS INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON June 23, 2021 AT 2:45 O'CLOCK P.M. AND DULY RECORDED ON June 23, 2021 AT 8:37 O'CLOCK A.M. AND IT FILM CODE NUMBER 615409 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.

TENESHA HUDSPETH
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY: Philip Corona
DEPUTY CHRISTIAN ORONA

This certificate is valid only as to the instrument on which the original signature is affixed and only then to the extent that such instrument is not altered or changed after recording.

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

DRAINAGE NOTES:
1. EACH LOT IS RESPONSIBLE FOR PROVIDING OWN DETENTION FOR IMPERVIOUS COVER OVER THE CITY ALLOWABLE SQUARE FOOTAGE. (SEE DRAINAGE TABLE)
2. LOTS WILL DRAIN DOWN SIDE LOT D.E. TO DOLPHIN'S COVE, OUT TO BINGLE RD STORM SEWER

DOLPHIN'S COVE							
AREA (SF)	AREA (AC)	D/W IMP (SF)	ALLOW IMP (SF)	NON-IMP (SF)	Ia	C	
LOT 1	17,473	0.401	5,718	3,282	8,473	33%	0.40
LOT 2	14,881	0.342	5,718	3,211	5,952	38%	0.43
LOT 3	14,960	0.343	5,718	3,258	5,984	38%	0.43
LOT 4	17,786	0.408	5,718	3,282	8,786	32%	0.39

C = 0.61a + 0.2
The proposed driveway impervious cover is factored into the allowable impervious cover for each lot

* Ia of 60% is the maximum allowable impervious cover per SVV Drainage Criteria for lots 15,000 sf or less in size without requiring detention.
* 9,000 sf is the maximum allowable impervious cover for lots greater than 15,000 sf before requiring detention.

OWNER:
DAD'S CLUB SWIM TEAM, INC.
A TEXAS CORPORATION
1006 VOSS RD
HOUSTON, TX 77055

CobbFendley
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.462.3242 | fax 713.462.3262 | www.cobfen.com

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

2.6933 ACRES

LOCATED IN THE

A.H. OSBOURNE SURVEY, A-610,

HARRIS COUNTY, TEXAS

Being a tract or parcel of land containing 2.6933 acres of land or 117,322 square feet, located in the A.H. Osbourne Survey, Abstract 610, Harris County, Texas; Said 2.6933 acre tract being out of and a part of Dolphin's Cove Subdivision Final Plat, a subdivision duly of record in Film Code Number 695409 in the Map Records of Harris County (H.C.M.R.), Texas, being out of and a part of a called 2.608 acre tract of record in the name of Dad's Club Swim Team, Inc. in Harris County Clerk's File (H.C.C.F.) Number 20140288365, and being out of and a part of a called 5.9048 acre tract of record in the name of Dad's Club Swim Team, Inc. in H.C.C.F. Number 20070161082;

BEGINNING at a 5/8 inch iron rod with cap stamped "Gruller" set for the northwest corner of the herein described tract, same being the southwest corner of Lot 7 of Spring Forest Section 2, a subdivision duly of record in Volume 78, Page 71 of the H.C.M.R., and being on the east Right-of-Way (R.O.W.) line of Voss Road (60 feet wide);

THENCE, coincident the north line of the herein described tract and the south line of said Spring Forest Section 2, the following two (2) courses:

1. North 87 degrees 54 minutes 54 seconds east, a distance of 432.25 feet to a 1/2 inch iron rod found for the southeast corner of Lot 11 and the southwest corner of Lot 12 of aforesaid Spring Forest Section 2;
2. North 87 degrees 09 minutes 21 seconds East, a distance of 99.66 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for a point for corner, same being the southeast corner of said Lot 12, the south corner of Lot 9, and the southwest corner of Lot 10 of Subdivision Plat of Carmel, a subdivision duly of record in Film Code Number 443026 of the H.C.M.R.;

THENCE, coincident the north line of the herein described tract and being the south line of aforesaid Plat of Carmel, North 88 degrees 12 minutes 31 seconds East, a distance of 59.40 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for the northeast corner of the herein described tract;

THENCE, through and across aforesaid Dolphins Cove Subdivision, South 02 degrees 25 minutes 29 seconds East, at a distance of 19.88 pass a 5/8 inch iron rod found for the northwest corner of a called 1.85 acre tract of land of record in the name of Grace Chapel, Chinese-American New Testament Missionary Fellowship, Inc. recorded in H.C.C.F. Number V568780, continuing for an overall distance of 317.59 feet to a point in the Centerline of Briar Gully and being on the south line of aforesaid 2.608 acre tract;

THENCE, coincident the meander of the centerline of Briar Gully the following eleven (11) courses:

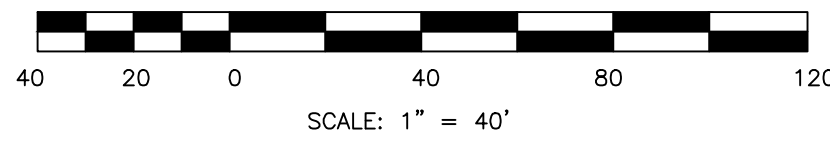
1. North 62 degrees 33 minutes 57 seconds West, a distance of 114.02 feet;
2. North 50 degrees 08 minutes 44 seconds West, a distance of 48.32 feet;
3. North 78 degrees 45 minutes 44 seconds West, a distance of 35.04 feet;
4. South 59 degrees 01 minutes 40 seconds West, a distance of 18.12 feet;
5. South 83 degrees 04 minutes 52 seconds West, a distance of 83.37 feet;
6. North 66 degrees 28 minutes 08 seconds West, a distance of 51.23 feet;
7. North 48 degrees 05 minutes 41 seconds West, a distance of 75.45 feet;
8. North 69 degrees 26 minutes 19 seconds West, a distance of 18.94 feet;
9. North 86 degrees 37 minutes 45 seconds West, a distance of 51.42 feet;
10. North 58 degrees 01 minutes 18 seconds West, a distance of 50.30 feet;
11. North 33 degrees 06 minutes 43 seconds West, a distance of 1.99 feet;

THENCE, through and across aforesaid 5.9048 acre tract, South 73 degrees 55 minutes 55 seconds West, a distance of 76.25 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for the southwest corner of the herein described tract and being on the east R.O.W. line of aforesaid Voss Road and beginning of a curve to the right;

THENCE, coincident the east R.O.W. line of aforesaid Voss Road and the west line of aforesaid 5.9048 acre tract the following two (2) courses:

1. Coincident aforesaid curve to the right, an arc length of 98.50 feet, having a radius of 328.10 feet, a central angle of 17 degrees 12 minutes 02 seconds, and a chord bearing of North 20 degrees 40 minutes 55 seconds West, a distance of 98.13 feet to a 1/2 inch iron rod found;

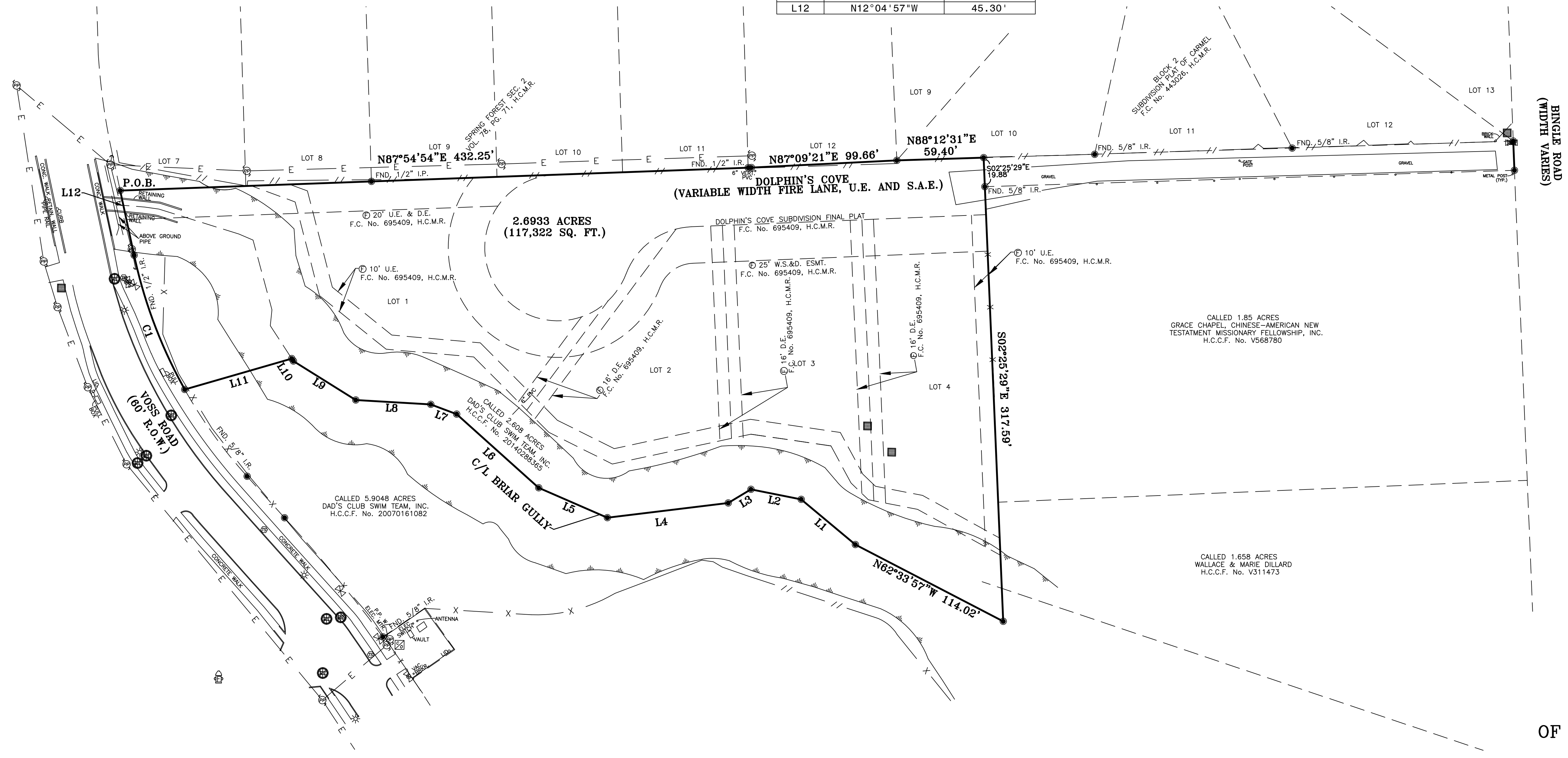
2. North 12 degrees 04 minutes 57 seconds West, a distance of 45.30 feet to the **POINT OF BEGINNING** and containing 2.6933 acres of land.



Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	328.10'	98.50'	17°12'02"	98.13'	N20°40'55" W

Course	Bearing	Distance
L1	N50°08'44"W	48.32'
L2	N78°45'44"W	35.04'
L3	S59°01'40"W	18.12'
L4	S83°04'52"W	83.37'
L5	N66°28'08"W	51.23'
L6	N48°05'41"W	75.45'
L7	N69°26'19"W	18.94'
L8	N86°37'45"W	51.42'
L9	N58°01'18"W	50.30'
L10	N33°06'43"W	1.99'
L11	S73°55'55"W	76.25'
L12	N12°04'57"W	45.30'

- NOTES:
- The surveyor has abstracted the subject property.
 - This survey was created with the benefit of a title commitment prepared by Fidelity National Title Insurance Company under G.F. No. FAH24011288, dated December 10, 2024.
 - Basis of Bearings for the survey is the Texas State Plane Coordinate System, South Central Zone NAD83.
 - By graphic plotting only, the subject property lies within Zone "X", areas determined to be outside the 0.2% annual chance floodplain, as defined by the Federal Emergency Management Agency flood insurance rate map number 48201C0690N dated 01-06-2017.
 - Control Benchmark: Harris County Flood Control Reference Marker 210255, Elev.=70.83'
- TBM "A", "X" Cut set in concrete sidewalk located near the northwest corner of the subject tract as shown hereon, Elev.= 65.65'.



METES AND BOUNDS DESCRIPTION
2.6933 ACRES
LOCATED IN THE
A.H. OSBOURNE SURVEY, A-610,
HARRIS COUNTY, TEXAS

Being a tract or parcel of land containing 2.6933 acres of land or 117,322 square feet, located in the A.H. Osbourne Survey, Abstract 610, Harris County, Texas; Said 2.6933 acre tract being out of and a part of Dolphin's Cove Subdivision Final Plat, a subdivision duly of record in Film Code Number 695409 in the Map Records of Harris County (H.C.M.R.), Texas, being out of and a part of a called 2.608 acre tract of record in the name of Dad's Club Swim Team, Inc. in Harris County Clerk's File (H.C.C.F.) Number 20140288365, and being out of and a part of a called 5.9048 acre tract of record in the name of Dad's Club Swim Team, Inc. in H.C.C.F. Number 20070161082;

BEGINNING at a 5/8 inch iron rod with cap stamped "Gruller" set for the northwest corner of the herein described tract, same being the southwest corner of Lot 7 of Spring Forest Section 2, a subdivision duly of record in Volume 78, Page 71 of the H.C.M.R., and being on the east Right-of-Way (R.O.W.) line of Voss Road (60 feet wide);

THENCE, coincident the north line of the herein described tract and the south line of said Spring Forest Section 2, the following two (2) courses:

- North 87 degrees 54 minutes 54 seconds east, a distance of 432.25 feet to a 1/2 inch iron rod found for the southeast corner of Lot 11 and the southwest corner of Lot 12 of aforesaid Spring Forest Section 2;
- North 87 degrees 09 minutes 21 seconds East, a distance of 99.66 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for a point for corner, same being the southeast corner of said Lot 12, the south corner of Lot 9, and the southwest corner of Lot 10 of Subdivision Plat of Carmel, a subdivision duly of record in Film Code Number 443026 of the H.C.M.R.;

THENCE, coincident the north line of the herein described tract and being the south line of aforesaid Plat of Carmel, North 88 degrees 12 minutes 31 seconds East, a distance of 59.40 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for the northeast corner of the herein described tract;

THENCE, through and across aforesaid Dolphin's Cove Subdivision, South 02 degrees 25 minutes 29 seconds East, at a distance of 19.88 pass a 5/8 inch iron rod found for the northwest corner of a called 1.85 acre tract of land of record in the name of Grace Chapel, Chinese-American New Testament Missionary Fellowship, Inc. recorded in H.C.C.F. Number V568780, continuing for an overall distance of 317.59 feet to a point in the Centerline of Briar Gully and being on the south line of aforesaid 2.608 acre tract;

THENCE, coincident the meander of the centerline of Briar Gully the following eleven (11) courses:

- North 62 degrees 33 minutes 57 seconds West, a distance of 114.02 feet;
- North 50 degrees 08 minutes 44 seconds West, a distance of 48.32 feet;
- North 78 degrees 45 minutes 44 seconds West, a distance of 35.04 feet;
- South 59 degrees 01 minutes 40 seconds West, a distance of 18.12 feet;
- South 83 degrees 04 minutes 52 seconds West, a distance of 83.37 feet;
- North 66 degrees 28 minutes 08 seconds West, a distance of 51.23 feet;

- North 48 degrees 05 minutes 41 seconds West, a distance of 75.45 feet;
- North 69 degrees 26 minutes 19 seconds West, a distance of 18.94 feet;
- North 86 degrees 37 minutes 45 seconds West, a distance of 51.42 feet;
- North 58 degrees 01 minutes 18 seconds West, a distance of 50.30 feet;
- North 33 degrees 06 minutes 43 seconds West, a distance of 1.99 feet;

THENCE, through and across aforesaid 5.9048 acre tract, South 73 degrees 55 minutes 55 seconds West, a distance of 76.25 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for the southwest corner of the herein described tract and being on the east R.O.W. line of aforesaid Voss Road and beginning of a curve to the right;

THENCE, coincident the east R.O.W. line of aforesaid Voss Road and the west line of aforesaid 5.9048 acre tract the following two (2) courses:

- Coincident aforesaid curve to the right, an arc length of 98.50 feet, having a radius of 328.10 feet, a central angle of 17 degrees 12 minutes 02 seconds, and a chord bearing of North 20 degrees 40 minutes 55 seconds West, a distance of 98.13 feet to a 1/2 inch iron rod found;
- North 12 degrees 04 minutes 57 seconds West, a distance of 45.30 feet to the POINT OF BEGINNING and containing 2.6933 acres of land.

- LEGEND**
- IRON ROD SET/FIND
 - POWER POLE
 - GUY ANCHOR
 - MANHOLE
 - MONITOR WELL
 - SAMPLE WELL
 - CLEANOUT
 - GATE VALVE & BOX
 - WATER METER
 - FIRE HYDRANT
 - TELEPHONE PEDESTAL
 - CABLE EQUIPMENT
 - ELECTRIC BOX
 - LIGHT STANDARD
 - LIGHT
 - AREA INLET
 - PIPE BOLLARD
 - TRAFFIC SIGN
 - TREE
 - FIBER OPTIC CABLE
 - WOOD FENCE
 - CHAIN LINK FENCE
 - WROUGHT IRON FENCE
 - OVERHEAD ELECTRIC
 - WATERLINE
 - GAS LINE
 - TELEPHONE LINE
 - CENTER OF SWALE
 - TOP OF BANK



To: DAD'S CLUB AQUATIC CENTER, INC. formerly know as DAD'S CLUB SWIM TEAM, INC., a Texas corporation and DAD'S CLUB SWIM TEAM BOOSTER CLUB, INC., Dorado Homes LLC, a Texas limited liability company and Old Republic National Title Insurance Company;

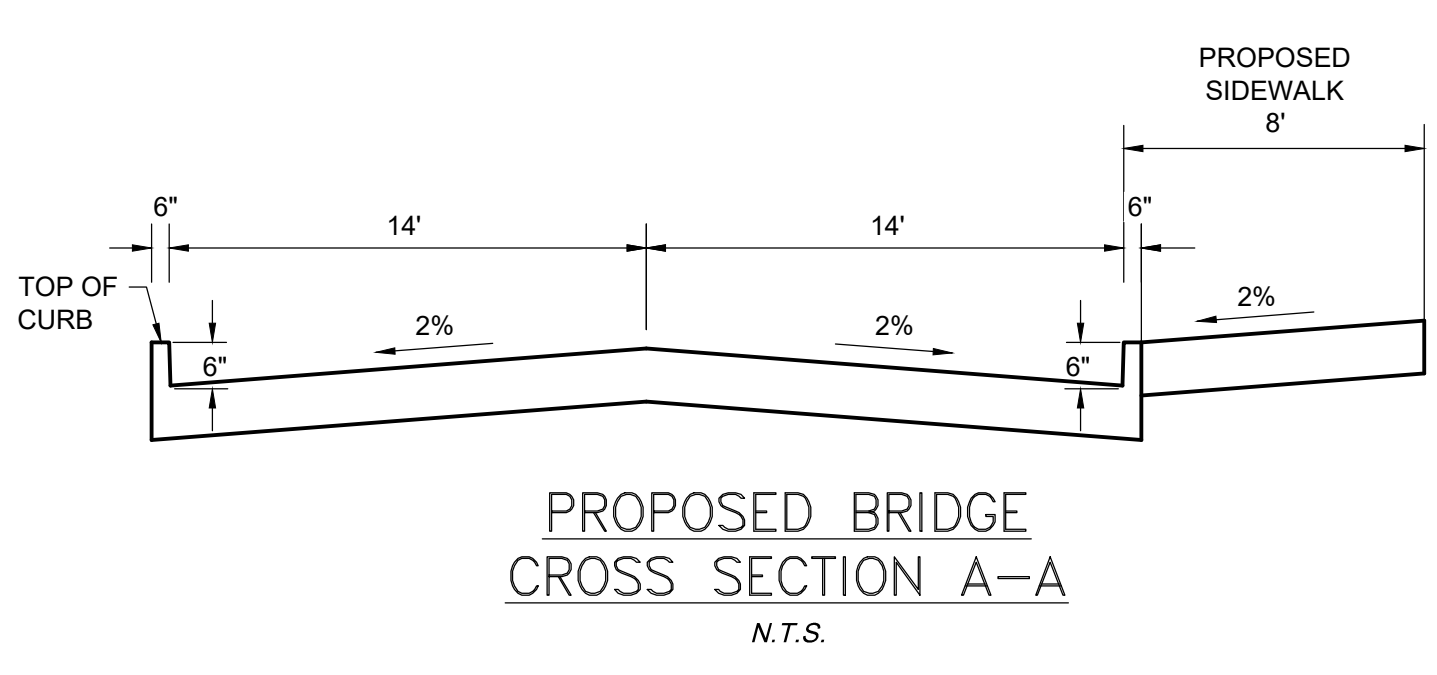
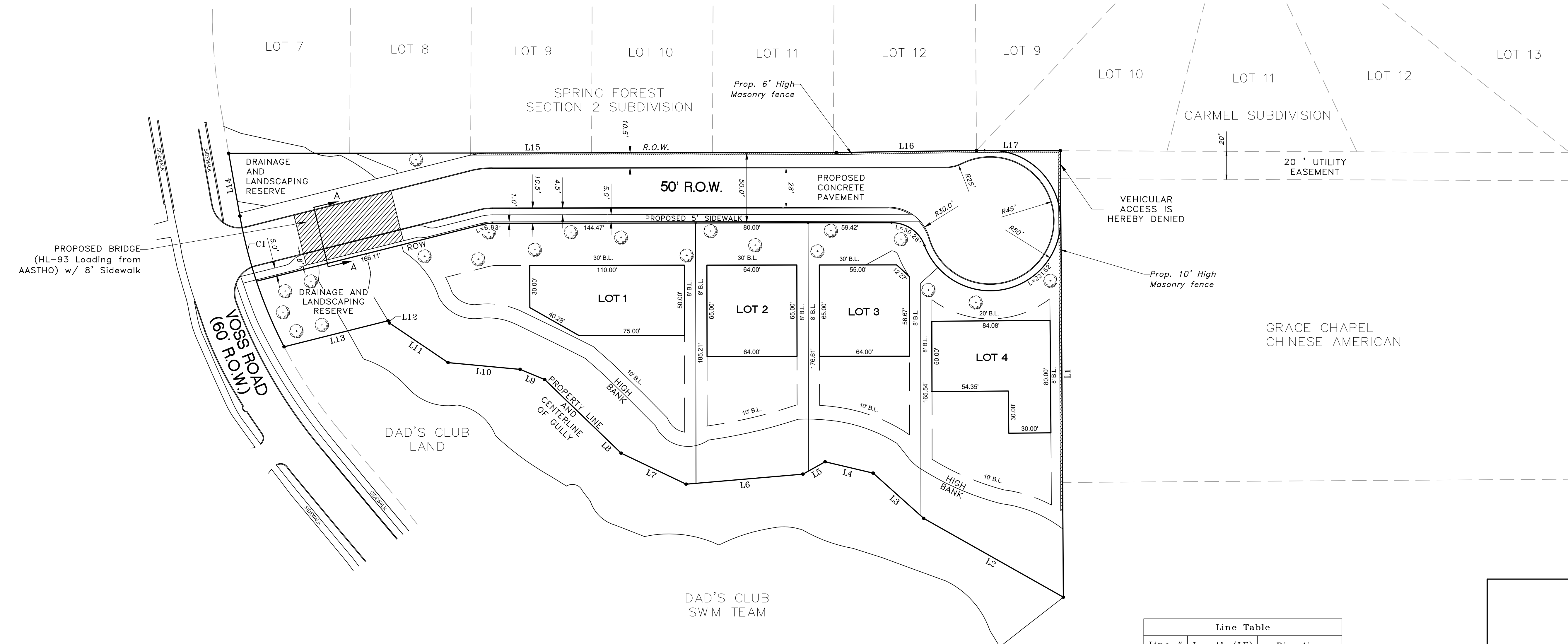
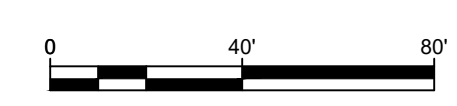
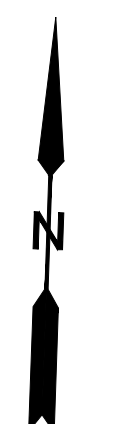
This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey. I do hereby certify that this survey was this day made on the ground. This plat correctly represents the facts found at the time of the survey.

Kenneth A. Gruller
Texas Registered Professional Land Surveyor No. 5476

MAP OF SURVEY
BOUNDARY IMPROVEMENT
OF 2.6933 ACRES (117,322 SQ. FT.)
BEING ALL OF
DOLPHIN'S COVE SUBDIVISION
FINAL PLAT, F.C. No. 695409, H.C.M.R.
BEING OUT OF AND A PART OF
A CALLED 2.608 ACRE TRACT
H.C.C.F. No. 20140288365
& OUT OF AND A PART OF
A CALLED 5.9048 ACRE TRACT
H.C.C.F. No. 20070161082
LOCATED IN THE
A.H. OSBOURNE SURVEY, A-610,
HARRIS COUNTY, TEXAS

PROFESSIONAL LAND SURVEYING
1244 NORTH POST OAK ROAD, STE. 200
HOUSTON, TEXAS 77055
www.grullersurveying.com

SCALE: 1" = 40' FIELD BOOK: 2025-TD DATE: 04-15-2025
G.F. No. PHONE: (713) 333-1466 FAX: (713) 782-3755 DWG. NO. 45-2526_2.6933 D: K.A.G. C/K.G.



NOTE:
The proposed bridge to be designed to meet the HCFCD requirements.

IMPORTANT NOTE:
PROPOSED SUBDIVISION WILL COMPLY WITH CITY OF SPRING VALLEY DWELLING DISTRICT "A".

DAD'S CLUB			
LOT #	AREA (SF)	AREA (AC)	ALLOW IMP (SF)
LOT 1	27,420	0.63	9000
LOT 2	14,542	0.33	8725
LOT 3	14,692	0.34	8815
LOT 4	19,891	0.46	9000

Note:
1) Impervious cover of 60% is the maximum allowable impervious cover per SVV Drainage Criteria for lots 15,000 sf or less in size without requiring detention.
2) 9,000 sf is the maximum allowable impervious cover for lots greater than 15,000 sf before requiring detention.

Curve Table			
Curve #	Length (LF)	Radius (ft)	Delta
C1	98.50	328.10	017°12'02"

Line Table		
Line #	Length (LF)	Direction
L1	317.59	S02° 23' 07"E
L2	114.02	N62° 33' 57"W
L3	48.32	N50° 08' 44"W
L4	35.04	N78° 45' 44"W
L5	18.12	S59° 01' 40"W
L6	83.37	S83° 04' 52"W
L7	51.23	N66° 28' 08"W
L8	75.45	N48° 05' 41"W
L9	18.94	N69° 26' 19"W
L10	51.42	N86° 37' 45"W
L11	50.30	N58° 01' 18"W
L12	1.99	N33° 06' 43"W
L13	76.25	S73° 55' 55"W
L14	45.30	N12° 04' 57"W
L15	432.25	N87° 54' 54"E
L16	99.66	N87° 09' 21"E
L17	59.62	N88° 12' 31"E

APPROVED BY: SS DATE: SEPTEMBER 2025
DESIGNED BY: SS DRAWN BY: BH PROJECT NO: 091-003



**Dad's Club Tract
PRELIMINARY SITE PLAN**

SCALE: Horz: 1" = 40"
Vert: N/A

DWG No: SHEET 1 OF 2

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevation (BFE) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevation (CBFE) shown on this map apply only landward of 0.0' North American Vertical Datum (NAVD). Users of this FIRM should be aware that coastal flood elevations may also be provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this community. Elevations shown in the Summary of Stillwater Elevations table should be used for construction, and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The projection used in the preparation of this map is Universal Transverse Mercator (UTM) zone 15. The horizontal datum is NAD83, IRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

Spatial Reference System Division
National Geodetic Survey, NOAA
Silver Spring Metro Center
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit their website at www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the Harris Galveston Area Council and was revised and enhanced by Harris County.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels; community map repository addresses; and a listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

An accompanying Flood Insurance Study report, Letters of Map Revision or Letters of Map Amendment revising portions of this panel, and digital versions of this PANEL may be available. Contact the FEMA Map Service Center at the following phone numbers and Internet address for information on all related products available from FEMA.

Phone: 800-358-9616
FAX: 800-358-9620
www.fema.gov/msc

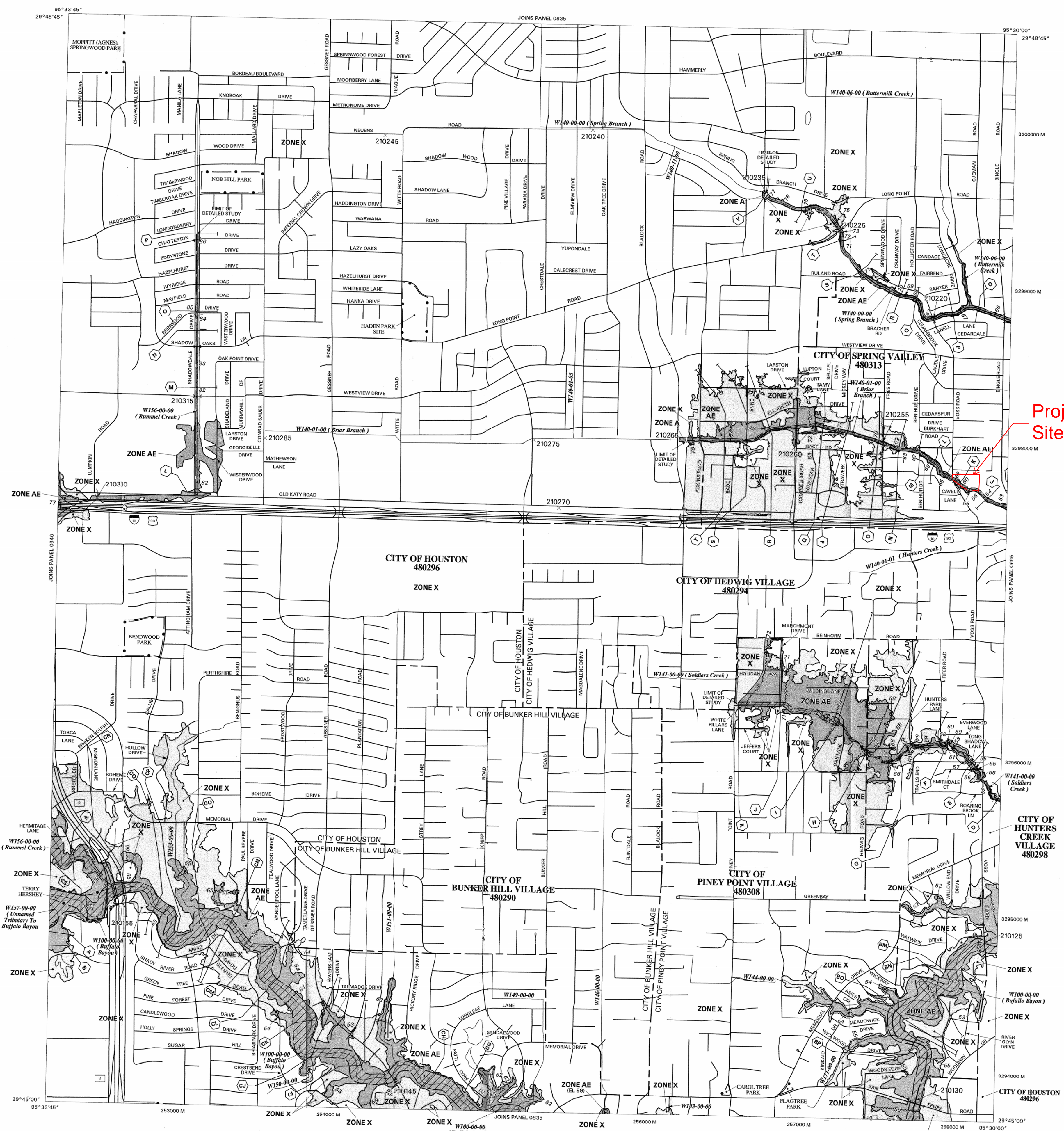
If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2827) or visit the FEMA website at www.fema.gov.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report may reflect stream channel distances that differ from what is shown on this map.

Vertical Datum Adjustment due to subsidence is the 2001 adjustment.

Benchmarks shown on this map were provided by either Harris County or the National Geodetic Survey. To obtain elevation, description, and location information for benchmarks provided by Harris County, please contact the Permits Office of the Public Infrastructure Department at (713) 956-3000 or visit their website at http://www.eng.hctx.net/permits. For information regarding the benchmarks provided by the National Geodetic Survey, please see note above.

Some bridges and other structures shown on the detailed streams are not labeled. See corresponding flood profile for appropriate name.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

- ZONE A No base flood elevations determined.
- ZONE AE Base flood elevations determined.
- ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently dismantled. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
- ZONE A99 Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
- ZONE V Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE Coastal flood zone with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE
The floodway is the channel of a stream plus any adjacent floodplain area that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS
ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS
ZONE D Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
OTHER PROTECTED AREAS (OPAs)
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, Flood depths or velocities.
- Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet**

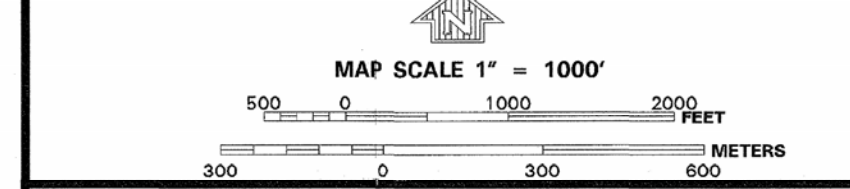
*Referenced to the North American Vertical Datum of 1988

- Cross Section Line
- Transsect Line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
- 427600M 1000-meter Universal Transverse Mercator grid values, zone 15
- 600000 FT 5000-foot grid ticks
- Benchmark label explanation in Notes to Users section of this FIRM panel.
- M1.5 River Mile

MAP REPOSITORY
Refer to Repository Listing on Index Map
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
SEPTEMBER 28, 1990
EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
SEPTEMBER 30, 1992
NOVEMBER 6, 1996
APRIL 20, 2000
JUNE 18, 2007: to change base flood elevations, to add special flood hazard areas, to change special flood hazard areas, to change zone designations, to reflect updated topographic information, and to change floodway.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.



PANEL 0645L
FIRM FLOOD INSURANCE RATE MAP
HARRIS COUNTY, TEXAS AND INCORPORATED AREAS
PANEL 645 OF 1150
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
HOUSTON, CITY OF 480296 0645 L
SPRING VALLEY, CITY OF 480313 0645 L
HEDWIG VILLAGE, CITY OF 480294 0645 L
Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.
MAP NUMBER 48201C0645L
MAP REVISED: JUNE 18, 2007
Federal Emergency Management Agency



5599 San Felipe, Suite 911 · Houston, Texas 77056
713-840-1051 · Fax 713-840-8159

August 14, 2025

Via Email (secretary@springvalleytx.com; jgomez@springvalleytx.com)

City of Spring Valley Village
c/o John McDonald and Jose Gomez
1025 Campbell Rd.
Houston, TX 77055

RE: PROPOSED BRIDGE FOR DOLPHIN'S COVE SUBDIVISION

Dear Mr. McDonald and Mr. Gomez and City of Spring Valley Village,

A critical component of our proposed plan for the subject subdivision is confirming the feasibility of the construction of the bridge. Our engineer has consulted and obtained a design proposal with a structural engineering firm called Stanley Spurling and Hamilton that has vast experience with bridges. From a structural and engineering perspective, they indicate there are no issues with our proposed bridge. Structurally, it will be built to support the weight of modern emergency vehicles (HL-93).

As we have discussed, since HCFCD has a drainage easement along Briar Gully even though the land on which the creek flows is privately owned, they must also review the plans. The main concern of HCFCD is that nothing impedes the flow of the creek. By building a bridge that spans the creek from high bank to high bank, our plan will not interfere with the flow of the creek so it will not require any hydraulic analysis. The other concern is the proximity to existing bridge on Voss Rd. We have allocated a landscape / drainage reserve in the preliminary site plan so that if the bridge needs to shift down once the engineering design is more advanced, there is room to adjust the proximity of the bridge into that reserve. This will require feedback from HCFCD as well as the civil and bridge engineer, once he is engaged to design the bridge. As you can appreciate, we want to make sure that the City of Spring Valley approves our proposed PADD prior to hiring the bridge and civil engineers to perform additional. More advanced design work.

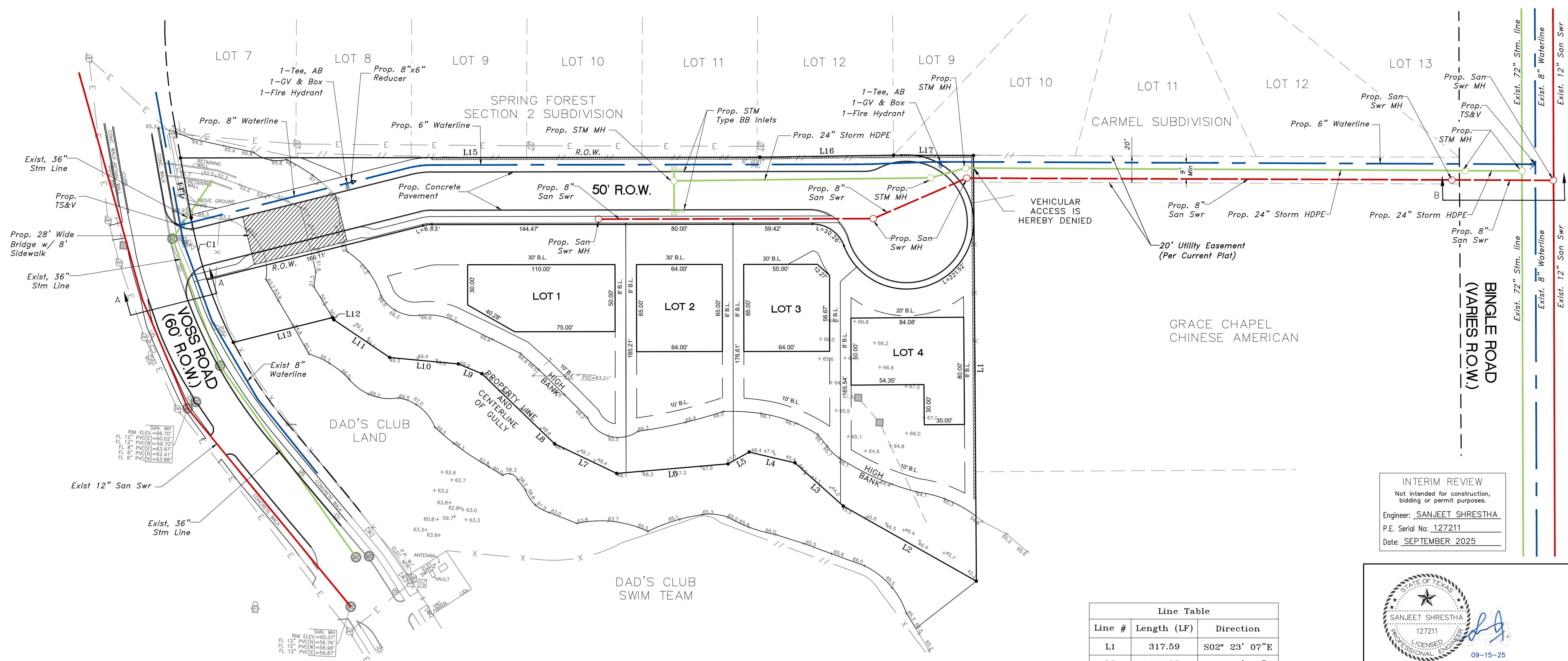
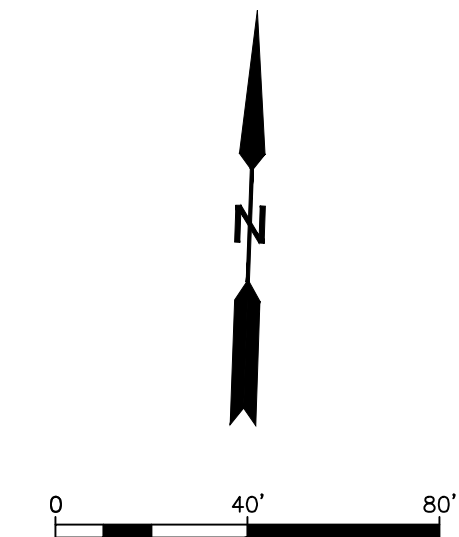
If you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

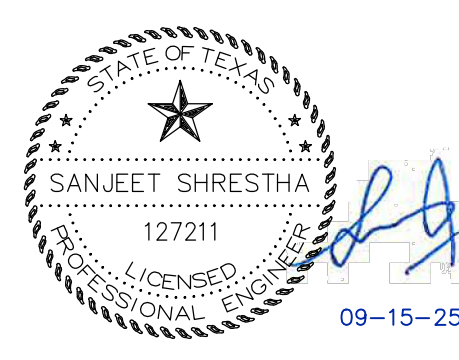
Antonio J. Padua
Vice President – Director of Development
Padua Realty Company

LEGEND:

- STORM LINE
- WATER LINE
- - - SANITARY SEWER LINE



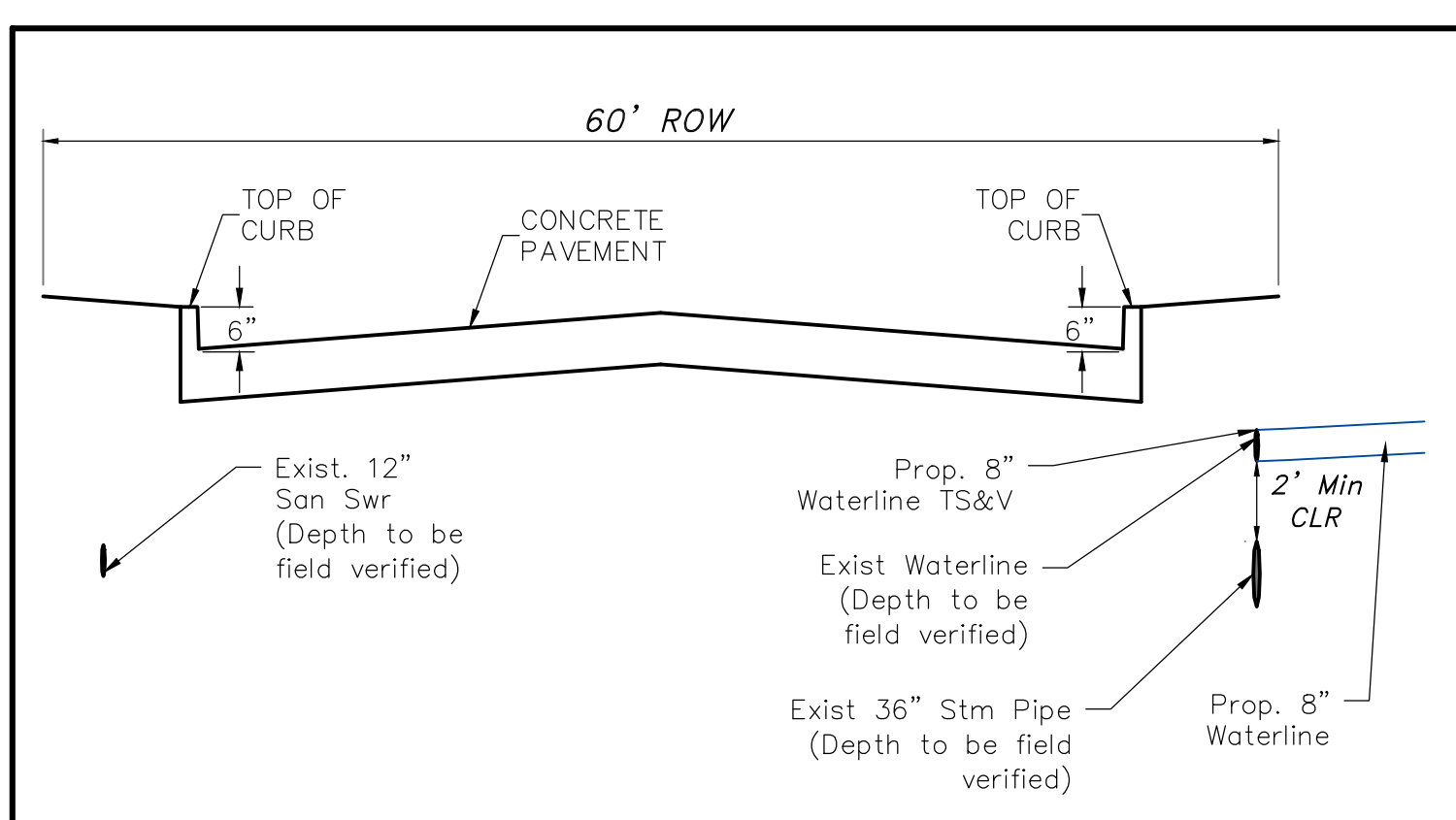
INTERIM REVIEW
 Not intended for construction, bidding or permit purposes.
 Engineer: SANJEET SHRESTHA
 P.E. Serial No: 127211
 Date: SEPTEMBER 2025



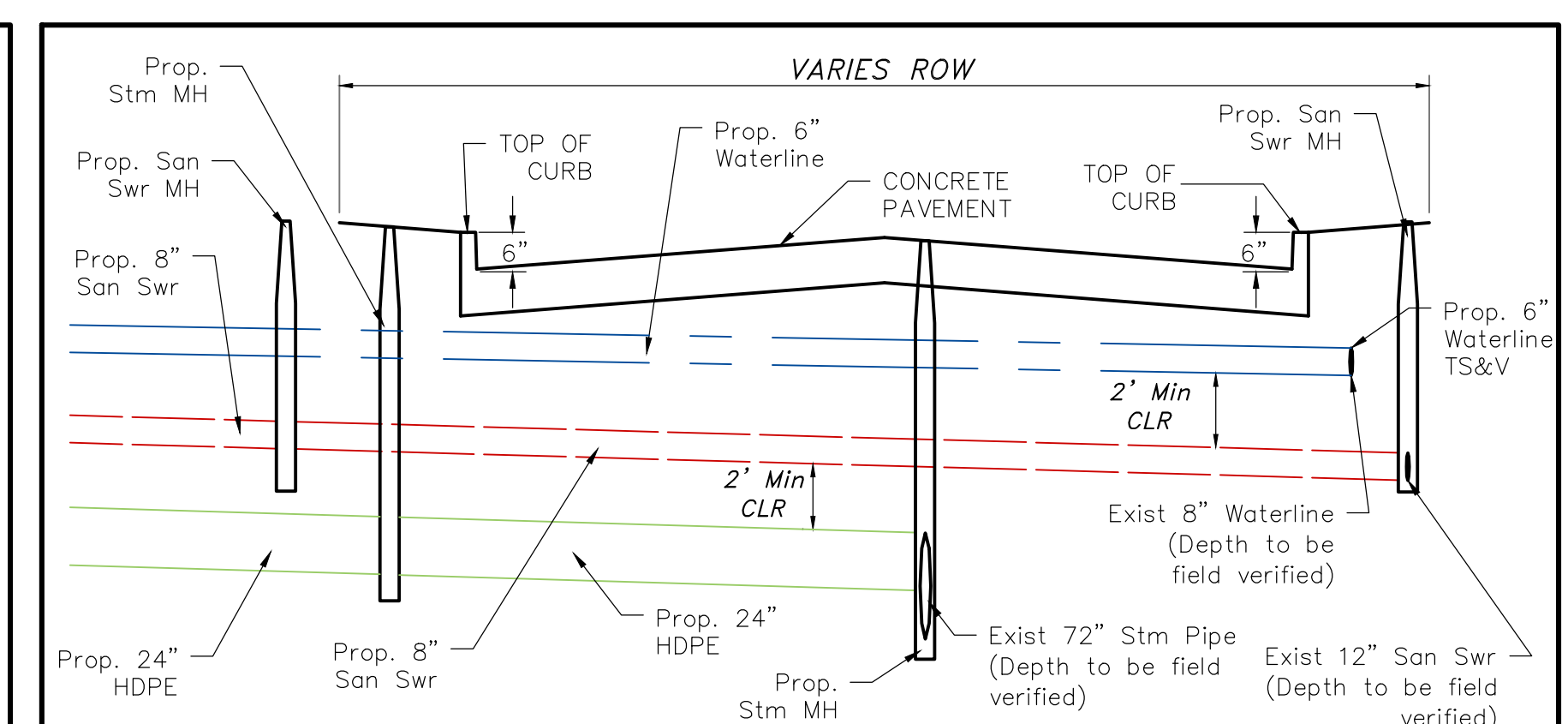
Line #	Length (LF)	Direction
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L17	59.62	N88° 12' 31"E

Curve #	Length (LF)	Radius (ft)	Delta
C1	98.50	328.10	017°12'02"

NOTE:
 The exact location and depth of the existing utility lines to be determined from the city's record drawings or field verification.



VOSS ROAD
 PROFILE VIEW A-A
 N.T.S.



BINGLE ROAD
 PROFILE VIEW B-B
 N.T.S.

APPROVED BY: SS DATE: SEPTEMBER 2025
 DESIGNED BY: SS DRAWN BY: BH PROJECT NO: 091-003



Dad's Club Tract
 PRELIMINARY ONLINE LAYOUT

SCALE: Horz: 1" = 40"
 Vert: N/A
 DWG No: SHEET 2 OF 2

Traffic Trip Generation:

Based on the ITE Trip Generation Manual, Minimal Traffic Volume will be generated from the development.

- 3 trips during AM Peak
- 4 trips during PM Peak
- No significant impact to Voss Road Traffic

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

* * * * *

WHEREAS, Dad's Club Swim Team, Inc, (the "Owner" and "Applicant"), whose contact is Justin Chapman, an individual, with the mailing address of 1006 Voss Road, Houston, Texas, 77055, is the owner of a tract of land comprising 2.693 acres, more or less, being located at Voss Rd and north of Briar Gully, (the "Property") within the corporate limits of the City of Spring Valley Village, Texas, said tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, a large portion of the Property is presently zoned as Dolphin's Cove PADD pursuant to the City's Zoning Ordinance; and

WHEREAS, Applicant has presented an application for the City to Amend the Dolphin's Cove PADD (the "Dolphin's Cove PADD amendment");

WHEREAS, the Applicant wishes to implement, via this Dolphin's Cove PADD Amendment, the single-family residential subdivision via the Dolphin's Cove PADD amendment originally contemplated by ORDINANCE NO. 2018-30 but with some

adjustments to allow for access via a vehicular bridge from Voss Rd;

WHEREAS, the Dolphin's Cove PADD Amendment application (the "Application"), dated August 14, 2025 and other required attachments are collectively attached hereto as Exhibit "B";

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the relevant ordinances of the City, a public hearing on the proposed changes to the Property;

WHEREAS, the purpose and intent of the Dolphin's Cove PADD Amendment is to provide for a single-family residential development that includes four (4) residential lots with all lots exceeding the 12,000 square feet minimum size required by City of Spring Valley;

WHEREAS, the City Council previously found that the Dolphin's Cove PADD (Ordinance 2018-30) is consistent with the City's comprehensive plan;

WHEREAS, the City Council finds that the Dolphin's Cove PADD Amendment is consistent with the intent of Ordinance 2018-30, and that the City Council should approve the Dolphin Cove PADD Amendment Ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE TEXAS:

Section 1. The facts and matters set forth in the preamble of this Dolphin's Cove PADD Amendment Ordinance are hereby found to be true and correct.

Section 2. The Application for the Dolphin's Cove PADD Amendment is hereby approved subject to the regulations, restrictions, terms and conditions hereinafter set forth.

Section 3. The Zoning District Map of the City of Spring Valley Village, Texas, shall show the Property (as Described in Exhibit A) as the Property subject to the Dolphin's Cove PADD Amendment Ordinance.

Section 4. This Dolphin's Cove PADD Amendment Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except replacing Ordinance 2018-30 with this Dad's Cove PADD Amendment Ordinance which contains materially identical requirements as Ordinance 2018-30 except for slight boundary modifications and providing access to the Property from Voss Rd via a vehicular bridge (and other minor changes noted herein).

Section 5. The Dolphin's Cove PADD Amendment use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions and covenants:

A. **Compliance with Application and Site Plans.** The granting of the Dolphin's Cove PADD Amendment shall be, and is hereby, conditioned upon the proposed improvements being located, constructed, and conducted upon the Property in substantial compliance with the Application.

B. Buildings: setbacks, lot sizes:

1. The development within the Dolphin's Cove PADD Amendment shall consist of four (4) single-family residential lots with a minimum lot size of 12,000 square feet.

2. Setbacks. All structures shall comply with the setback requirements contained in Section 5 of the City's zoning ordinance applicable to structures in Dwelling District "A".

3. Lot depth. Lots shall have a minimum depth of 120 feet.

C. Access: Cul-de-Sac: Parking facilities.

1. Access. Access shall be permitted from Voss Rd as indicated on the application, with a minimum right-of-way width of fifty feet (50') and a minimum pavement width of twenty feet (20') on the vehicular bridge over Briar Gully and a minimum pavement width of 28' on the proposed street. Ingress and egress to the development from Voss Rd shall be by right turn as well as left turn in. Owner shall, at its sole cost, construct temporary fencing sufficient to satisfy the adjacent property owners during construction of the development. A 5' sidewalk shall be constructed on the south side of the new proposed street between the proposed bridge and the cul-de-sac.

2. Cul-de-Sac. The development shall be permitted to construct a cul-de-sac to accommodate the residential lots with a minimum fifty foot (50') right-of-way width and a minimum pavement width of forty-five feet (45'). The maximum cul-de-sac length shall be 650 feet.

3. Parking and access at the property shall comply with applicable City ordinances except as modified, amended or superseded by this ordinance.

D. Occupancy/Use.

1. General uses. The property may be used for single-family residential purposes consistent with Dwelling District "A" without restriction.

2. Initial construction hours are between 7:00 am and 7:00 p.m. Monday - Friday

and between 9:00 am and 6:00 pm Saturday - Sunday. Emergency maintenance shall be excluded from these restrictions when delays would cause damage to property or persons or significant interruptions to business activity.

E. Landscape/Fencing/Lighting.

1. Landscaping required. The landscaping and irrigation for the property shall meet or exceed City ordinance requirements. Each property owner shall plant and maintain trees in accordance with the City's tree regulations, including Spring Valley Article 3.1000. The Owner shall make best efforts to preserve all native trees not affected by construction plan. A tree preservation plan shall be submitted and approved by the City per Article 3.1000 prior to commencing construction.

2. Landscape maintenance. Landscape maintenance shall be permitted in accordance with City ordinances.

3. Fencing. Fencing shall comply with the City's applicable ordinances.

4. Outdoor lighting. Lighting shall be provided in substantial compliance with all applicable City ordinances.

F. Drainage Systems and Utilities.

1. Drainage Systems. The Owners shall design and construct storm water infrastructure to limit storm water run-off to the property's existing design capacity and in compliance with all applicable City regulations. The storm water drainage utilities shall be constructed under the 20' utility easement and directed to the City's existing storm water system at Bingle Road.

2. Utilities. The Owners shall design and construct a public wastewater line along the new road to be constructed and along the 20' utility easement that ties into the existing 12" wastewater main on Bingle Rd. However, if it is not feasible to construct such a system

without the use of pumps, a secondary backup option would be for Owner to design and construct a system acceptable to the City whereby each home in the subdivision has a private sanitary pump that ties into a public wastewater force main to be built constructed by Owner that ties into the City wastewater line along Voss Rd. Under this scenario, each homeowner would be responsible for providing maintenance, service, and power to the private sanitary pump.

Section 6. The City Council finds that the proposed Dolphin's Cove PADD Amendment is consistent with the City's comprehensive plan; further, the City Council amends the City's comprehensive plan and replaces Ordinance 2018-30 with this Dolphin's Cove PADD Amendment Ordinance.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Dolphin's Cove PADD Amendment Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Dolphin's Cove PADD Amendment Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 9. Attached to this ordinance are the following documents:

EXHIBIT A: Legal Description & Site Plan; and
EXHIBIT B: The Application

Section 10. This Ordinance is contingent upon the Owners satisfying the following conditions within eighteen (18) months from the Effective Date:

1. Obtaining approval from the Harris County Flood Control District for the proposed bridge plans;
2. Securing approval from the City of Spring Valley for water, sanitary sewer, and drainage plans acceptable to the City; and
3. Confirming the availability of electrical service to the homes from CenterPoint Energy.

If the Owners fail to obtain such approvals within the specified period, this Ordinance shall be null and void.

Adopted this the ___th day of _____, 2025

Marcus Vajdos
Mayor

Attest:

Jasmin Torres
City Secretary

ORDINANCE NO. ~~2018-30~~2025-

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY ~~CREATING THE AMENDING AND RESTATING THE~~ DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (~~DOLPHIN'S COVE PAD~~) ~~CREATED PURSUANT TO ORDINANCE NO 2018-30~~ CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY ~~SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION;~~ PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

* * * * *

WHEREAS, Dad's Club Swim Team, Inc, (the "Owner" and "Applicant"), whose contact is ~~Charles A. Calderwood~~ Justin Chapman, an individual, with the mailing address of 1006 Voss Road, Houston, Texas, 77055, is the owner of a tract of land comprising ~~2.639~~ 693 acres, more or less, being located at ~~1065 Bingle Road~~ Voss Rd and north of Briar Gully, (the "Property") within the corporate limits of the City of Spring Valley Village, Texas, said tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, ~~a large portion of~~ the Property is presently zoned ~~Bingle West Planned Area Development District ("BWPADD")~~ as ~~Dolphin's Cove PADD~~ pursuant to the City's Zoning Ordinance, ~~as amended~~; and

WHEREAS, ~~Cobb, Fendley & Associates, Inc., whose contact is Tyler Broom, P. E., 13430 Northwest Freeway, Suite 1100, Houston, Texas, 77040, on behalf of the Owner and Applicant~~ has presented an application for the City to ~~Approve a Planned Area~~

±

Commented [AP1]: Dorado Builders is the actual applicant and has the property under contract, but Dad's club may need to be the applicant until the title is transferred to Dorado

Commented [AP2]: Update

Commented [AP3]: Confirm acreage

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Development ("PAD") called Dolphin's Cove Planned Area Development ("Dolphin's

~~Amend the Dolphin's Cove PAD") in order to allow PADD (the construction, operation and use of a single family residential subdivision; "Dolphin's Cove PADD amendment");~~

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~~WHEREAS, the Applicant wishes to implement, via this Dolphin's Cove PADD Amendment, the single-family residential subdivision via the Dolphin's Cove PADD amendment originally contemplated by ORDINANCE NO. 2018-30 but with some adjustments to allow for access via a vehicular bridge from Voss Rd;~~

WHEREAS, the Dolphin's Cove ~~PAD~~PADD Amendment application (the "Application"), ~~an application~~

~~dated April 27, 2018~~August 14, 2025 and other required attachments ~~and Application documents are all~~are collectively attached hereto as Exhibit "B";

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~~WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance relevant ordinances of the City, a public hearing on the proposal~~proposed changes to change the zoning for the Property;

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WHEREAS, the purpose and intent of the Dolphin's Cove ~~PAD~~PADD Amendment is to provide for a single-family residential development that includes four (4) residential lots with ~~all lots ranging in size from 13,374~~exceeding the 12,000 square feet ~~to 20,638 square feet~~minimum size required by City of Spring Valley;

WHEREAS, the ~~Planning and Zoning Commission did not recommend approval; however, the City Council now deems it appropriate to approve the previously found that the~~ Dolphin's Cove ~~PAD~~PADD and ~~grant such proposed changes in the zoning district classification of the Property subject to the terms and conditions hereof; and~~

~~WHEREAS, the City Council finds that the proposed Dolphin's Cove PAD~~PADD (Ordinance 2018-30) is consistent with the City's comprehensive plan, ~~and that the~~

~~comprehensive plan of;~~

WHEREAS, the City ~~should be amended to include the proposed~~ Council finds that the Dolphin's Cove ~~PAD~~PADD Amendment is consistent with the intent of Ordinance 2018-30, and that the City Council should approve the Dolphin Cove PADD Amendment Ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE TEXAS:

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Section 1. The facts and matters set forth in the preamble of this Dolphin's Cove PADD Amendment Ordinance are hereby found to be true and correct.

Section 2. The Application for the Dolphin's Cove PADPADD Amendment is hereby approved subject to the regulations, restrictions, terms and conditions hereinafter set forth.

Section 3. The Zoning District Map of the City of Spring Valley Village, Texas, shall ~~be revised and amended to show the designation of the 2.639-acre tract located at 1065 Bingle Road Property (as provided/Described in the preamble hereof/Exhibit A) as the Property subject to the Dolphin's Cove Planned Area Development ("Dolphin's Cove PAD"), with the appropriate reference thereon to the number and effective date of this PADD Amendment Ordinance and a brief description of the nature of the change.~~

Commented [AP4]: Confirm

Section 4. This Dolphin's Cove PADD Amendment Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except ~~the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms and conditions of the Dolphin's Cove PAD provided for herein-replacing Ordinance 2018-30 with this Dad's Cove PADD Amendment Ordinance which contains materially identical requirements as Ordinance 2018-30 except for slight boundary modifications and providing access to the Property from Voss Rd via a vehicular bridge (and other minor changes noted herein).~~

Section 5. The Dolphin's Cove ~~PAD~~PADD Amendment use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions and covenants:

A. Compliance with Application and Site Plans. The granting of the Dolphin's Cove ~~PAD~~PADD Amendment shall be, and is hereby, conditioned upon the proposed improvements being located, constructed, and conducted upon the Property in substantial compliance with the Application ~~dated April 27, 2018, (the "Application").~~

B. Buildings: setbacks, lot sizes:

1. The development within the Dolphin's Cove ~~PAD~~PADD Amendment shall consist of four (4) single-family residential lots with a ~~lot size ranging between 13,374 and~~

~~20,638 square feet with a~~ minimum lot size of 12,000 square feet.

2. Setbacks. All structures shall comply with the setback requirements contained in Section 5 of the City's zoning ordinance applicable to structures in Dwelling District "A".

3. Lot depth. Lots shall have a minimum depth of ~~400~~120 feet.

C. Access: Cul-de-Sac: Parking facilities.

1. Access. Access shall be permitted from ~~Bingle Road~~Voss Rd as indicated on the

application, with a minimum right-of-way width of ~~twentyfifty~~ feet (~~20'50'~~) and a minimum pavement width of twenty feet (~~20'~~) ~~on the vehicular bridge over Briar Gully and a minimum pavement width of 28' on the proposed street.~~ Ingress and egress to the development from ~~Bingle Road~~Voss Rd shall be by right turn ~~only, and owner shall extend the existing median on Bingle Road to disallow as well as left turns at its own cost. Owner shall obtain, at its sole cost, Temporary Construction Easements from adjacent landowners of sufficient size and time to allow the construction of the development and all infrastructure related thereto. Such Temporary Construction Easements shall be provided to Owner to City prior to any construction occurring~~turn in. Owner shall, at its sole cost, construct temporary fencing sufficient to satisfy the adjacent property owners during construction of the development.

~~Owner. A 5' sidewalk shall obtain a view easement be constructed on the northsouth side of the intersection of new proposed street between the access road proposed bridge and Bingle Road sufficient to maintain and preserve a visibility triangle as required by the City's ordinances cul-de-sac.~~

2. Cul-de-Sac. The development shall be permitted to construct a cul-de-sac to accommodate the residential lots with a minimum fifty foot (50') right-of-way width and a minimum pavement width of forty-five feet (45'). The maximum cul-de-sac length shall be ~~700~~650 feet.

3. Parking and access at the property shall comply with applicable City ordinances except as modified, amended or superseded by this ordinance.

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D. Occupancy/Use.

1. General uses. The property may be used for single-family residential purposes consistent with Dwelling District "A" without restriction.

2. Initial construction hours are between 7:00 am and 7:00 p.m. Monday - Friday and between 9:00 am and 6:00 pm Saturday - Sunday. Emergency maintenance shall be excluded from these restrictions when delays would cause damage to property or persons or significant interruptions to business activity.

E. Landscape/Fencing/Lighting.

1. Landscaping required. The landscaping and irrigation for the property shall meet or exceed City ordinance requirements. Each property owner shall ~~plant~~ and maintain trees in accordance with the City's tree regulations, including Spring Valley Article 3.1000. The Owner shall make best efforts to preserve all native trees not affected by construction plan. A tree preservation plan shall be submitted and approved by the City per Article 3.1000 prior to commencing construction.

2. Landscape maintenance. Landscape maintenance shall be permitted in accordance with City ordinances.

3. Fencing. Fencing shall comply with the City's applicable ordinances.

~~Owner shall construct a brick fence on the north side of its access road in a style that substantially matches the brick fence located on Bingle Road immediately north of the intersection of the access road and Bingle Road.~~

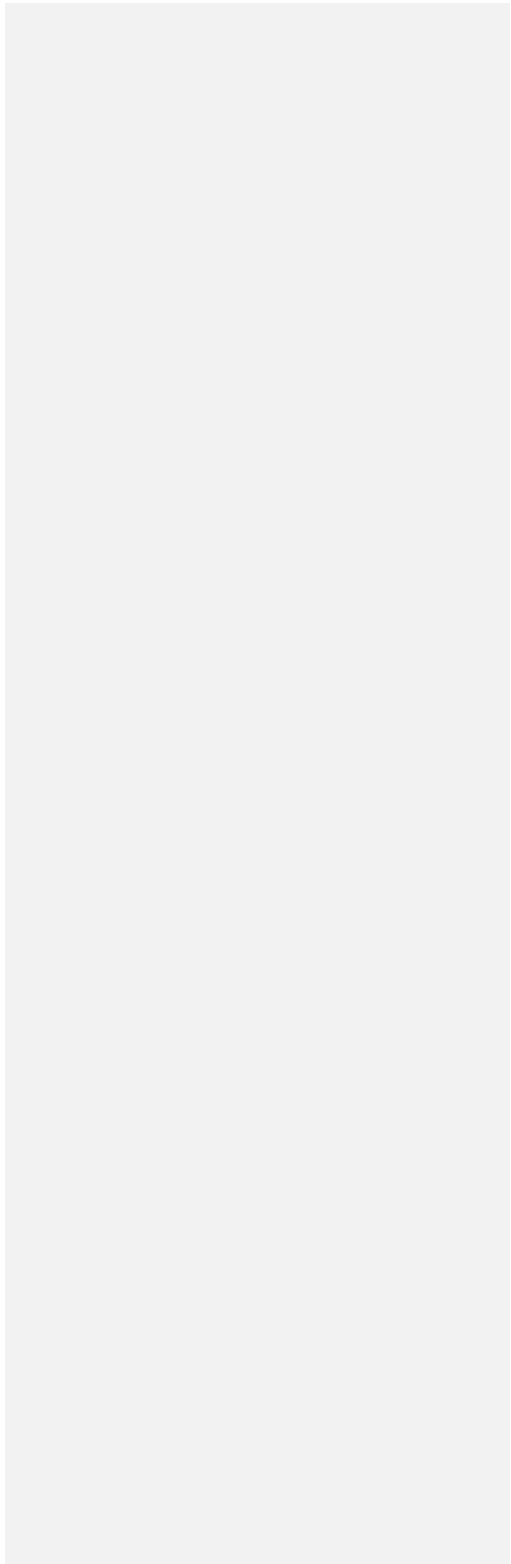
4. Outdoor lighting. Lighting shall be provided in substantial compliance with all applicable City ordinances.

F. Drainage Systems and Utilities.

1. Drainage Systems. The Owners shall design and construct storm water infrastructure to limit storm water run-off to the property's existing design capacity and in

Commented [AP5]: Not applicable because the 20' access road from Bingle Rd will not be utilized. The rear fences of all the neighbors to the North of the proposed access Street all have a wooden rear fence

compliance with all applicable City regulations. The storm water drainage utilities shall be



constructed under the ~~access road~~20' utility easement and directed to the City's existing storm water system at Bingle Road.

2. Utilities. ~~Waste water utilities shall be constructed without a lift station and shall not be constructed under any paved surface.~~The Owners shall design and construct a public wastewater line along the new road to be constructed and along the 20' utility easement that ties into the existing 12" wastewater main on Bingle Rd. However, if it is not feasible to construct such a system without the use of pumps, a secondary backup option would be for Owner to design and construct a system acceptable to the City whereby each home in the subdivision has a private sanitary pump that ties into a public wastewater force main to be built constructed by Owner that ties into the City wastewater line along Voss Rd. Under this scenario, each homeowner would be responsible for providing maintenance, service, and power to the private sanitary pump.

Section 6. The City Council finds that the proposed Dolphin's Cove ~~PADPADD Amendment~~ is consistent with the City's comprehensive plan; further, the City Council amends the City's comprehensive plan ~~to include the proposed and replaces Ordinance 2018-30 with this~~ Dolphin's Cove PADPADD Amendment Ordinance.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Dolphin's Cove PADD Amendment Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same

notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Dolphin's Cove PADD Amendment Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 9. Attached to this ordinance are the following documents:

- ▲ ~~Exhibit E~~ Legal Description & Site Plan; and
- ~~XHIBIT~~ EXHIBIT B: The Application-
- A: ~~Exhibit~~
- B:-

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ADOPTED _____

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104

~~Adopted this the 13th day of November, 2018,~~ 2025

~~Tom S.
Ramsey~~

ATTEST:

~~Marcus
Vajdos~~

~~Mayor~~

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Attest:

~~Jasmin Torres
City Secretary~~

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EST. 1955

SPRING VALLEY VILLAGE

September 18, 2025

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, October 14, 2025
Time: 6:30 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, October 28, 2025
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

This notice is being sent to you as current property records indicate that you own property in close proximity to Dolphine Cove, East of Voss Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or jgomez@springvalleytx.com.

Sincerely,

Development Service Manager

Current Owner / Resident

8722 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8707 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8718 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8703 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8714 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

1041 Voss Rd.
Houston, TX 77055

Current Owner / Resident

8710 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

1006 Voss Rd.
Houston, TX 77055

Current Owner / Resident

8706 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

1055 Bingle Rd.
Houston, TX 77055

Current Owner / Resident

8702 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8723 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8719 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8715 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8711 Green Valley Dr.
Houston, TX 77055

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following:

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

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Date: Tuesday, October 28, 2025

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Community Development Manager, Jose Gomez at (713) 465-8308.



EST. 1955

SPRING VALLEY
V I L L A G E

CITY OF SPRING VALLEY VILLAGE

ZONING SIGNAGE
CRITERIA
SUBMITTAL PACKET

(Planning & Zoning Commission)

SPRING VALLEY VILLAGE 1025 CAMPBELL ROAD HOUSTON, TEXAS 77055



AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. _____

Date of Planning and Zoning Commission Meeting: October 14, 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Antonio Padua hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at 1065 Bingle Rd

Posting of said signs was accomplished on _____ as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along Voss Rd and Bingle Rd

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

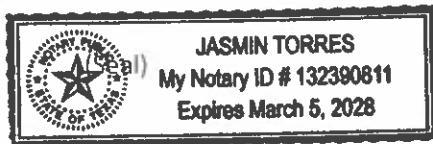
Executed this date: 9/24/25

Printed Name of Applicant or Authorized Representative for Zoning Case No. Antonio Padua

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 9/24/25

Notary Public [Signature]



PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) seven (7) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY:

Date/Time submitted: 9/25/2025 9:07AM Verified by: [Signature]



AFFIDAVIT OF SIGN MAINTENANCE

(Re)Zoning Case No. _____

Date of Council Meeting: October, 28 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Antonio Padua hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 1065 Bingle Rd

Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date 9/24/25 within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

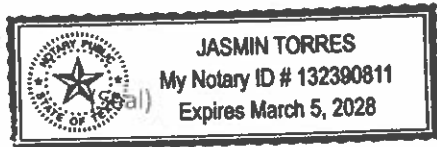
I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change, and return them to the City Secretary at the City Hall.

Executed this date: 9/24/25

Printed Name of Applicant or Authorized Representative for Zoning Case No. Antonio Padua

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 9/24/25

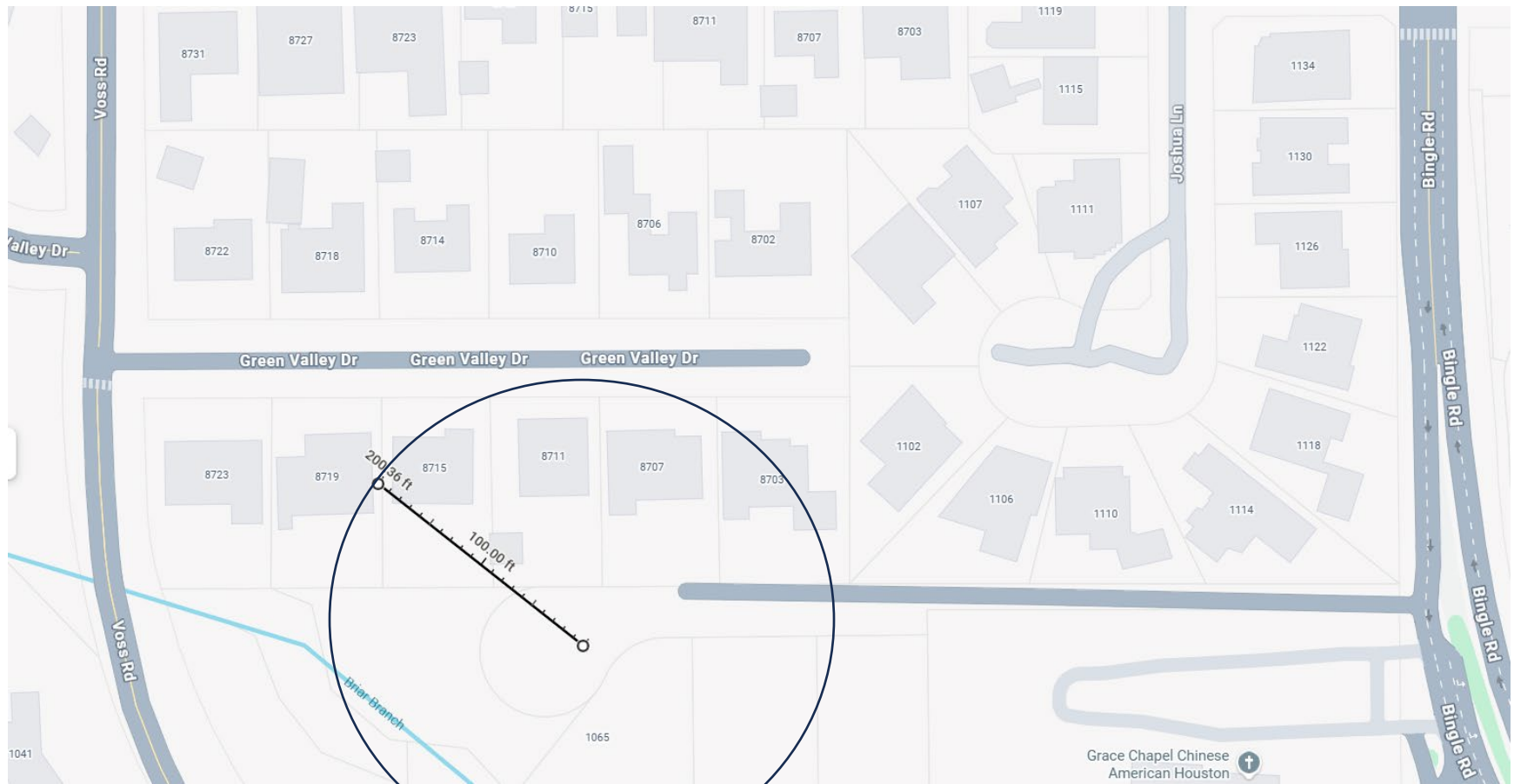


Notary Public [Signature]

PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: 9/25/2025 9:15 A.M. Verified by: [Signature]





**Spring Valley Village Planning and
Zoning Commission
Agenda Item Data Sheet**

MEETING DATE:	October 14, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>CONCERNING: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.</p>

BACKGROUND:	<p>Applicant: Dorado Homes Owner: Dad's Club Swim Team, Inc. Property Location: The property comprises approximately 2.639 acres at 1065 Bingle Road, Houston, Texas, situated east of Voss Road, west of Bingle Road, and north of Interstate Highway 10.</p> <p>Background On May 2, 2018, City Council approved Ordinance No. 2018-30, establishing Dolphins Cove as a Planned Area Development (PAD) allowing for four single-family residential lots. The application was submitted by Cobb Fendley & Associates on behalf of Dad's Club Swim Team, Inc. No development has occurred since the approval.</p>
--------------------	--

Request

On August 8, 2025, Dorado Homes, acting on behalf of the property owner, submitted a request to amend the existing PAD. The original PAD approved in 2018 provided access from Bingle Road; the amendment proposes maintaining the four residential lots, but shifting the entrance to Voss Road. Following multiple meetings with city staff, the Villages Fire Department, and reviews from City Engineers, Dorado Homes proposed the following amendments:

- Update applicant and primary point of contact
- Clarify property location
- Modify street length and cul-de-sac to comply with the International Fire Code
- Revise size and area requirements for residential units
- Reorient and adjust the length of the internal cul-de-sac
- Modify access configuration to change vehicular connection from Bingle Road to Voss Road, which will include a proposed concrete paved street and bridge/sidewalk access.
- Update landscaping, fencing, and utility requirements
- Proposed subdivision sign.

ATTACHMENTS:

Final signed Application September 9.15, Public Hearing Notice - Dolphin Cove PADD, Dolp. Cov. Public Notice Res, 200ft Letter Notice , PZ Zoning Signage, Dolphin's Cove Notice Labels

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION:

Staff has reviewed the proposed amendments and supports approval.



SPRING VALLEY
VILLAGE

PAD DEVELOPMENT & PAD AMENDMENT APPLICATION

PROPERTY INFORMATION

Type of Application: New Planned Area Development Amendment to Planned Area Development

Property Address: 1065 Bingle Rd / 1006 Voss Rd

Legal Description:
All property located within Dolphin's Cove Subdivision shown on plat with recording number RP-2021-353095 in Harris County Map Records, excluding the 20' wide panhandle road connecting property to Bingle Rd and addition of a piece of property along Voss Rd.

Development Name: Dolphin's Cove Subdivision

Zoning District: Dolphin's Cove PADD

OWNER INFORMATION

Name: Dad's Club, Inc

Phone#: 713-461-8577

Address: 1006 Voss Rd

Email: Justin.Chapman@HuntCompanies.com

APPLICANT/AGENT INFORMATION

Name: Dorado Homes, LLC dba Dorado Builders

Phone#: 281-962-4657

Address: 5599 San Felipe, Ste 911, Houston, TX 77056

Email: tpadua@paduarealty.com

**If applicant is different than property owner a *Notarized Letter of Authorization* must be attached to the application

PROPERTY OWNER/AGENT AUTHORIZATION

Property Owner Consent/Agent Authorization: By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the application being requested for this property. Additionally, my signature below indicates my awareness of the fee required at the time of the application submittal and any additional fees as noted in the City's fee schedule. This fee is non-refundable even in the event of application withdrawal. I have the power to authorize and hereby grant permission for City of Spring Valley Village officials to enter the property on official business as part of the application process.

Antonio Padua

8/14/25

Signature of Contractor/Authorized Agent

Printed Name

Application Date

FOR OFFICE USE ONLY

Zoning Case Number: _____

Date Submitted: _____

P&Z Meeting Date: _____

P&Z Recommendation: Approved Denied

Council Meeting Date: _____

Council Decision: Approved Denied

NOTE: Only complete applications shall be accepted and payment must be received at time of submission.



SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

- Fees:**
- Plat or Replat Application - \$500
 - Specific Use Permit Application - \$500
 - Planned Area Development District (PADD) Application - \$7,000
 - Amendment to Planned Area Development District (PADD) Application - \$1,000

Submittal Requirements Checklist:

Fifteen (15) packets, each one shall include all of the items listed below:

- Application
- Letter stating the applicant 's reasons for request, the type of request, and other pertinent information
- Letter from property owner
- Metes and bounds of the site and county slide number of plat (if recorded)
- Scale drawings, on 24" x 36" paper (1" = 100 '), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
- A pdf of the entire packet submitted to secretary@springvalleytx.com

Subdivision / Development Name: Dolphin's Cove

Geographical Location: Voss Rd and Briar Gully around 1065 Bingle Rd
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Survey/Abstract No.: _____

- Submittal Type:**
- Preliminary Plat
 - Final Plat
 - Amending Plat
 - Preliminary Replat
 - Final Replat
 - Specific Use Permit
 - Specific Use Permit Amendment

Reason for Replat or Amending Plat:

We are requesting an amendment to Planned Area Development District (PADD) Application in order to approve a modification to the Dolphin's Cove Subdivision to change the access to come from Voss Rd instead of Bingle Rd

- Type of Plat:**
- Single Family Residential
 - Zero Lot Line Patio Homes
 - Planned Area Development District
 - Planned Area Development
 - Amendment to Planned Area Development

PAD DEVELOPMENT & PAD AMENDMENT SUBMITTAL REQUIREMENTS

Attach These Items With Completed Application:

- Fifteen (15) copies of Completed Packet
- Letter stating applicant's reasons for request
- Letter from property owner if different from the applicant

The Following Items Are Required To Be Addressed Within All PAD Applications:

- Site Plan
- Elevation Plans
- Access for the Property; Traffic Impact Study
- Parking Facilities and Maintenance thereof (Off-site, on-site, overnight, parking structures, etc.); Parking Ratios
- Adjacent Property impacts – sight lines, landscape screening, noise & light spillover
- Uses (Permitted, uses allowed by specific use permit, uses by floor, restriction of outdoor uses including display & sales, etc.)
- Hours of operation, construction activity, & site maintenance
- Dumpster location(s) and hours of trash collection
- Landscaping plans, plant lists, irrigation plans and maintenance thereof
- Logistics for deliveries including location & hours of operation
- Signage (type(s), location, sizes, etc.)
- Drainage system design in compliance with City's Drainage Criteria Manual
- Plans for site electrical & other utility delivery systems
- Site Lighting – landscape, signage, accent, exterior building & parking lot

How do I submit a request?

The City of Spring Valley Village requests that 15 copies be submitted at the time of application. Before submitting, you will be required to meet with City representatives to hold a development review committee meeting. Upon completion of the meeting and a complete application, applicants will coordinate submission and payment of application.

What is the purpose of the public hearings?

The City of Spring Valley has established that all Plats must go through a Public Hearing Process in order to be approved; this will take place with the Planning & Zoning Commission and the City Council. The platting regulations are established to ensure an orderly development of lots throughout the City, as such the public hearing process gives all residents the opportunity to express how they feel the proposed changes could affect them positively or negatively.

Who should present the proposal at the public hearings?

The owner or a representative should be present at the public hearings. The owner, applicant or an agent may make the presentation to the Planning & Zoning Commission.

Plat/PADD Data:

Total Acreage: 2.6 acres Typical Lot Size: 14,500-22,000+
Number Lots: 4 Number of Streets: 1
Numbers and Types of Reserves: TBD Total Acres in Reserve: TBD
Zoning District: Dolphin's Cove PADD

Applicant: Dorado Homes, LLC
Contact Name: Antonio Padua
Address: 5599 San Felipe, Ste 911, Houston, TX 77056
Phone: 281-962-4657 Fax: _____
Email: tpadua@paduarealty.com

Owner: Dad's Club, Inc
Contact Name: Justin Chapman
Address: 1006 Voss Rd
Phone: 713-461-8577 Fax: _____
Email: Justin.Chapman@HuntCompanies.com

Engineer or Planner: Jones Engineering Solutions
Contact Name: James Jones
Address: 11767 Katy Freeway
Phone: 832-834-5496 Fax: _____
Email: jamesjones@jonesengineeringsolutions.com

Authorization:
My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for all engineering fees incurred by the City.



Applicant's Signature

8/14/25

Date



5599 San Felipe, Suite 911 · Houston, Texas 77056
713-840-1051 · Fax 713-840-8159

September 10, 2025

Via Email (secretary@springvalleytx.com; jgomez@springvalleytx.com)

City of Spring Valley Village
c/o John McDonald and Jose Gomez
1025 Campbell Rd.
Houston, TX 77055

RE: PAD AMENDMENT APPLICATION FOR THE EXISTING DOLPHIN'S COVE PLANNED AREA DEVELOPMENT DISTRICT CONTAINING FOUR SINGLE FAMILY RESIDENTIAL LOTS ON APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF I-10.

Dear Mr. McDonald and Mr. Gomez and City of Spring Valley Village,

As you know from our various meetings and communications, we are submitting an application to amend the existing Dolphin's Cove PADD in order to implement what the City approved in 2018 via Ordinance **NO. 2018-30**. The proposed PADD Amendment contains approximately 2.6+/- Acres of Land and 4 nicely designed, spacious single-family lots for custom homes. Essentially, the only substantive change is to change the access to the subdivision to come from Voss Rd. by bridging over Briar Gully instead of coming from Bingle Rd by a long and skinny driveway. Such necessary change is visually depicted in the enclosed proposed site-plan, and a draft of the proposed necessary revisions are shown on the revised, redlined Amended Ordinance, application and applicable exhibits. Additionally, the applicable development requirements for the proposed Project are addressed with the items being submitted together with our application. **This proposed PADD Amendment not only conserves the already approved use for this property but also enhances it with a more appropriate access point.**

Based on our development company's strong and extensive experience in the development, construction, and operation of a variety of types of residential development tracts in the Houston MSA, we feel strongly that this change will significantly benefit the project as well as the City of Spring Valley Village. The proposed subdivision will be a deed-restricted custom home subdivision that will have an HOA in place to maintain landscaping, provide service to any private infrastructure, and enforce deed restrictions. The HOA will have a minimum funded amount of \$50,000 upon creation and will set HOA assessments to preserve an adequate capital improvements budget. The access to

the subdivision from Voss Rd. will be achieved by constructing a clear span bridge built to Harris County Flood Control District and any other applicable public guidelines that will be dedicated to the City of Spring Valley, with specifications that will ensure a maximum lifespan with minimal maintenance or repair costs. Voss Rd is a more appropriate access point for this subdivision because it eliminates having to route cars, buses, trucks, and emergency vehicles through the 360' long and skinny (20') driveway originally contemplated to the (heavily trafficked) Bingle Rd. In addition, it eliminates unnecessary disturbances to the adjacent properties.

In support of our application, please see enclosed the following items and some helpful comments regarding each of the materials provided:

- Application:*** Standard application for a PADD Amendment is provided
- Letter from Property Owner:*** While Dorado Builders is the Applicant and has a purchase and sale agreement to purchase the Property as soon as entitlements are secured, the Dad's Club is the current holder of title to the property.
- Current Recorded Plat:*** The current recorded plat that will need to be re-platted in order to implement this project. The replat will remove the panhandle to Bingle Rd (such panhandle becoming a utility easement) and dedicate some property between the Creek and Voss Rd for as ROW for the new road and bridge and create two incidental landscaping reserves as shown on the site plan of the proposed project referenced below.
- Proposed Amended Site plan:*** The site plan of the proposed project shows the updated access for the Property, including the bridge, right-of-way, road, sidewalk, updated lot layout, lot dimensions, allowable impervious cover for each lot, reserves, landscape areas, building setbacks, and other useful information. The lots will comply with District "A" Dwelling subdivision requirements.
- Proposed Paving Improvements:*** The site plan provides detail on the proposed bridge, street, and cul-de-sac. Access from Voss will come from a bridge with 28' wide vehicular road and one sidewalk meeting the City of Spring Valley requirements. It will meet or exceed structural HS-20 or HL 93 loading requirements as indicated by the City in order to ensure its capacity to handle emergency, school, and trash vehicles. The bridge will need to be approved by Harris County Flood Control District as well as the City of Spring Valley. Harris County Flood Control District is mainly concerned with confirming the bridge will not impede flow of the creek so no hydraulic or hydrologic analysis would be necessary. Per our discussions with the Fire Marshall, the cul-de- sac diameter of 90' is acceptable as long as we increase the radius coming off the corner of Lot 3 to 30' as shown on the Site Plan.

Proposed Utility Layout:

A one-line utility layout reflects the proposed system to serve the subdivision with water, sewer and storm drainage facilities. As requested by the City staff, the water line proposed will be looped from Voss Rd to Bingle Rd. Currently, Project Engineer believes the most appropriate way to deliver wastewater service is by tying into the City's wastewater system on Bingle Rd. Therefore, we would construct a standard gravity fed sanitary line to serve the proposed development that ties into the 12" Sanitary main along Bingle Rd. Further engineering design work will be required in order to confirm this route is indeed possible. In the case it is not feasible, we want to have a backup plan to allow each home to have an individual private sanitary pump that ties into a public force main which then ties into existing City sanitary lines along Voss. Under this scenario, the private pumps would be the responsibility of each property owner to service and maintain, as well as the duty to provide backup power in case of power outages.

Landscaping & Hardscaping:

The subdivision will comply with Article 3.1000 regarding tree planting and preservation with an emphasis on saving as many trees as possible given the current building plan. The subdivision will contain landscape / drainage reserves on either side of the proposed bridge along Voss Rd which the HOA will maintain. The HOA will also maintain the ROW in front of the houses.

Drainage system:

The proposed drainage system is to tie storm sewers into the Bingle Rd storm sewer system in compliance with City's Drainage Criteria Manual.

Traffic Exhibit:

A basic traffic count estimate is provided. Naturally, since only four homes will be constructed, the incremental traffic generated will be minimal.

Proposed Amended Ordinance:

As an additional exercise to facilitate this request, a draft of the proposed Dolphin's Cove PADD Amendment Ordinance is included.

Hours of Construction Activity:

The standard City of Spring Valley construction timeline and requirements will be respected.

Please note the following items from your application checklist are not applicable to this PADD Amendment because the 4 residential homes are not being designed or being permitted at this time, and it is not a commercial development: Elevation Plans, Parking Facilities, Uses, Dumpster location, Landscaping Plans, Logistics for Deliveries, and Sight Lighting.

The foregoing proposal is intended to summarize and outline terms and conditions for the proposed Amendment.

If you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Padua', written over a horizontal line.

Antonio J. Padua
Vice President – Director of Development
Padua Realty Company

DAD'S CLUB SWIM TEAM

1006 Voss Rd· Houston, Texas 77055
713-461-8577

July 28, 2025

Via Email (secretary@springvalleytx.com; jgomez@springvalleytx.com)

City of Spring Valley Village
c/o John McDonald and Jose Gomez
1025 Campbell Rd.
Houston, TX 77055

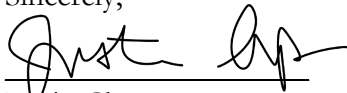
RE: PAD AMENDMENT APPLICATION FOR THE EXISTING DOLPHIN'S COVE PLANNED AREA DEVELOPMENT DISTRICT CONTAINING FOUR SINGLE FAMILY RESIDENTIAL LOTS ON APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF I-10.

Dear Mr. McDonald and Mr. Gomez and City of Spring Valley Village,

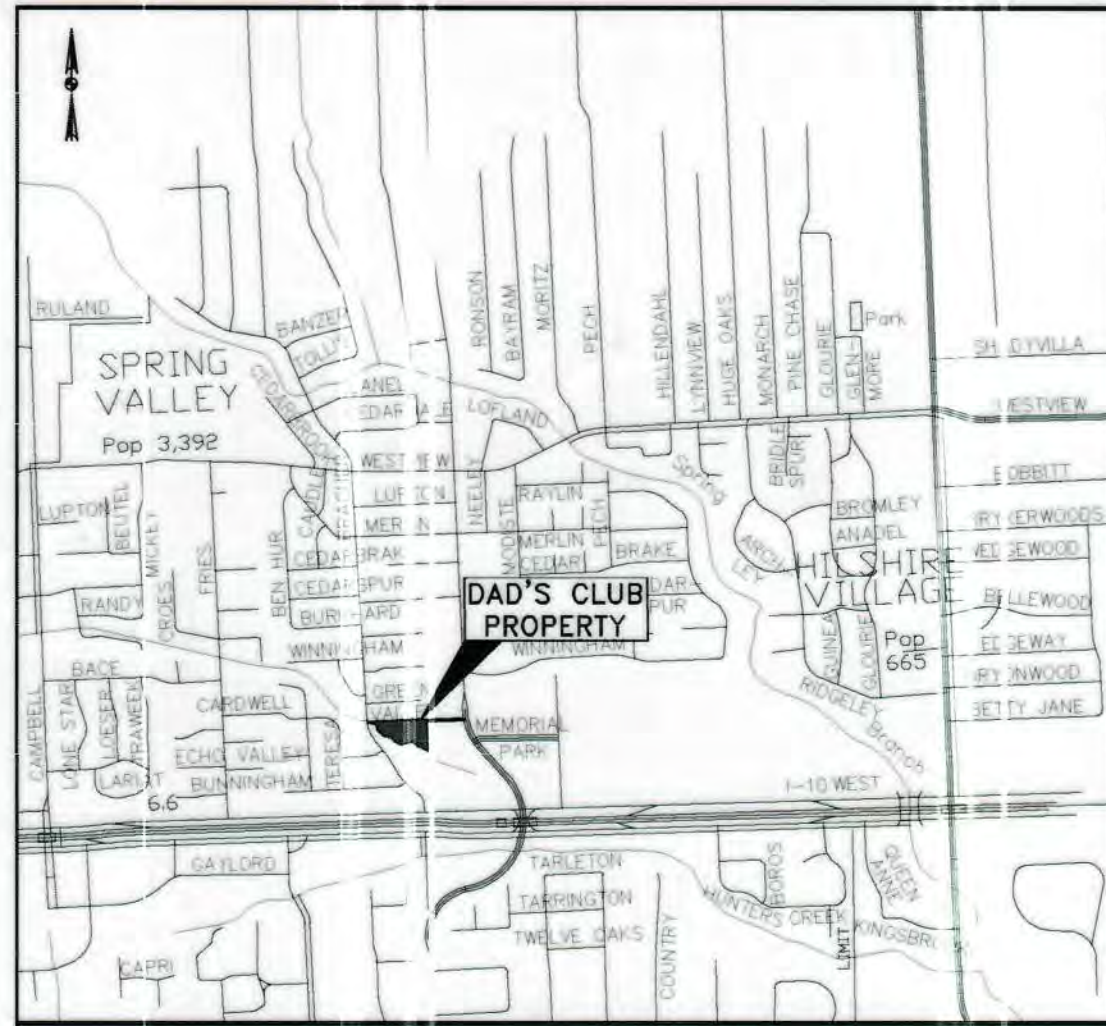
Per prior meetings with us and representatives of Dorado Homes, LLC, please accept this letter to confirm that Dad's Club, Inc consents to the submission of the attached application ("Application") to amend the existing Dophin's Cove PADD (Ordinance **NO. 2018-30**). As noted in the Application, Dorado Homes, LLC is the applicant and Dad's Club Inc is still the title owner of the land. Dorado Homes, LLC entered into a purchase and sale agreement with the Dad's Club, Inc. to purchase this subject property in order to implement the proposed project as soon as certain entitlements were approved by the City of Spring Valley.

If you have any questions, please feel free to contact me at 915-525-4676. Thank you for your consideration.

Sincerely,



Justin Chapman
President
Dad's Club, Inc



VICINITY MAP
KEY MAP #827-M

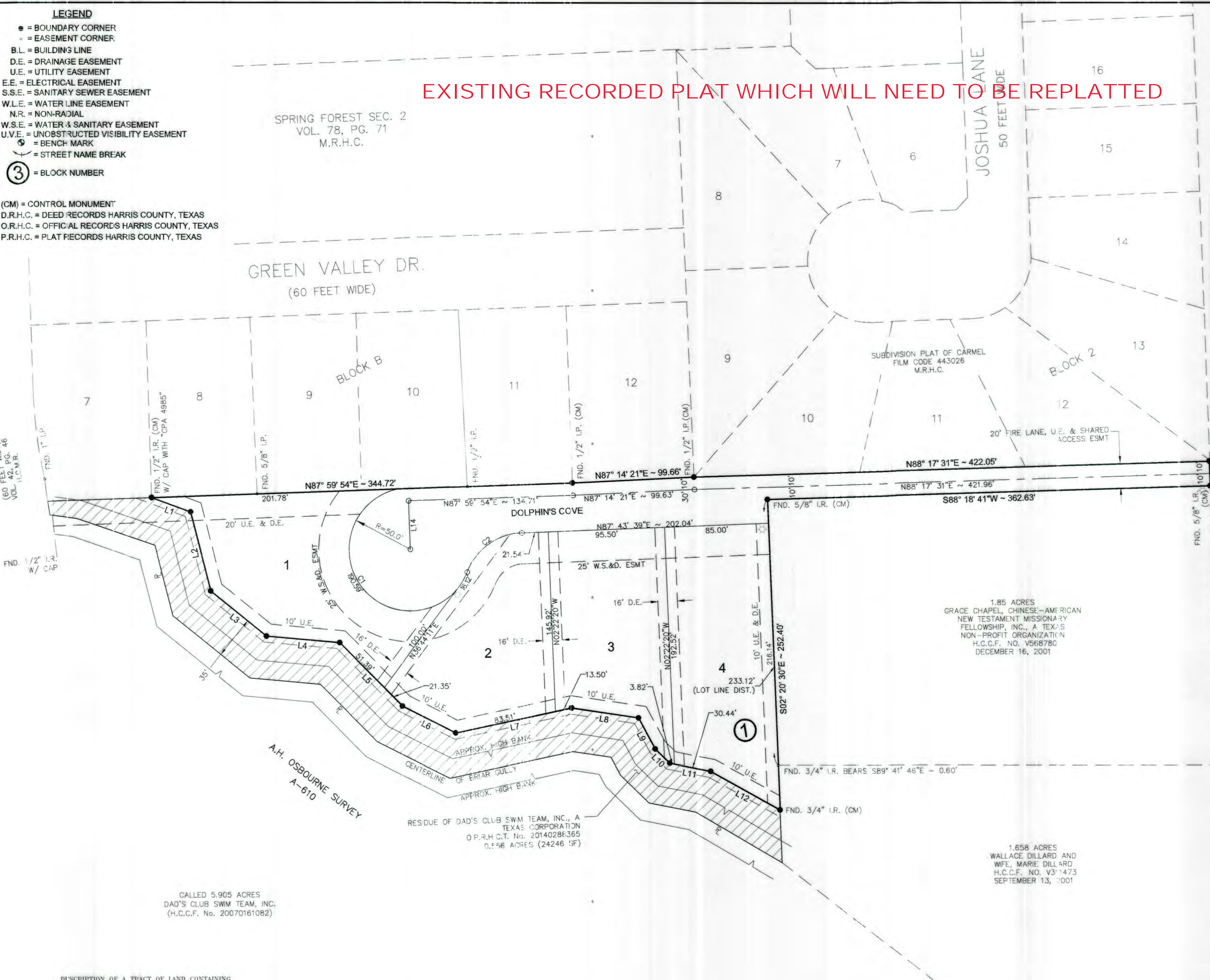
- NOTES:
- 1.) ALL DRAINAGE EASEMENTS & RESERVES SHOWN HEREON SHALL BE DEDICATED TO AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
 - 2.) EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS DRAINAGE AND UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTE WATER DISPOSAL LINES, GAS AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT AND BUILDING LINE.
 - 3.) ALL BEARINGS AND COORDINATES SHOWN HEREON ARE GRID VALUES, REFERENCED TO THE TEXAS STATE PLANNING COORDINATE SYSTEM, SOUTH CENTRAL ZONE NO. 4294 NAD 83 (COORD. EPOCH 2002).
 - 4.) ALL BOUNDARY CORNERS HAVE BEEN MARKED WITH 5/8" IRON RODS UNLESS OTHERWISE NOTED.
 - 5.) HIGH BANK OF BEAR CREEK IS SHOWN IN AN APPROXIMATE LOCATION.
 - 6.) ALL LOTS WILL CONFORM TO THE BUILDING LINE AND SETBACK REGULATIONS OF THE CITY'S COMPREHENSIVE ZONING ORDINANCE.
 - 7.) ALL BUILDING LINES ARE DICTATED BY THE ZONING ORDINANCE.
 - 8.) NO HOUSE, DWELLING UNIT OR OTHER STRUCTURE SHALL BE CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION BY THE OWNER OR ANY OTHER PERSON UNTIL SUCH TIME AS THE DEVELOPER AND/OR OWNER HAS COMPLIED WITH ALL REQUIREMENTS OF THE CODES OR ORDINANCES OF THE CITY OF SPRING VALLEY REGARDING IMPROVEMENT WITHIN THE AREA TO BE PLATTED INCLUDING THE ACTUAL INSTALLATION OF STREETS WITH THE REQUIRED BASE AND PAVING, CURB AND GUTTER, DRAINAGE AND STRUCTURES, STORM SEWERS, ALLEYS AND WATER AND SEWER UTILITIES, ALL ACCORDING TO THE SPECIFICATIONS OF THE CITY OF SPRING VALLEY VILLAGE.
 - 9.) THESE RESTRICTIONS, WITH RESPECT TO IMPROVEMENTS ARE MADE TO ENSURE THE INSTALLATION OF SUCH IMPROVEMENTS AND TO GIVE NOTICE TO EACH OWNER AND EACH PROSPECTIVE OWNER OF LOTS IN THE SUBDIVISION THAT NO HOUSE OR OTHER BUILDING CAN BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION UNLESS SAID IMPROVEMENTS ARE ACTUALLY MADE OR PROVIDED FOR ON THE ENTIRE BLOCK ON THE STREET AND/OR STRIPS ON WHICH PROPERTY ABUTS AS DESCRIBED HEREIN.

FLOOD PLAINS:
ACCORDING TO THE FLOOD INSURANCE RATE MAPS NO. 48210C045 DATED JUNE 18 2007, THE SUBJECT TRACT SHOWN HEREON IS SITUATED IN ZONE "X" (UNSHADED AND PARTIALLY IN ZONE "AE" THE AREA IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN AND PARTIALLY WITHIN THE 100-YR FLOOD PLAIN.

LINE #	LENGTH	DIRECTION
L1	33.98	N69° 49' 12"W
L2	66.21	N14° 32' 04"W
L3	58.53	N51° 11' 24"W
L4	60.22	N84° 56' 58"W
L5	72.74	N44° 52' 57"W
L6	48.62	N63° 29' 12"W
L7	97.01	S77° 51' 34"W
L8	55.36	N81° 41' 25"W
L9	28.87	N28° 24' 36"W
L10	16.54	N54° 00' 01"W
L11	34.26	N78° 59' 14"W
L12	64.83	N61° 03' 11"W
L13	20.00	S02° 16' 51"E
L14	40.00	N02° 12' 48"W

CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	206.71'	50.00'	236° 52' 31"	87.93'	S40° 09' 33"E
C2	57.96'	50.00'	66° 25' 19"	54.77'	N54° 36' 51"E

**DOLPHIN'S COVE SUBDIVISION
FINAL PLAT**
A SUBDIVISION CONTAINING 2.078 ACRES
BEING A PARTIAL REPLAT OF DAD'S CLUB SWIM TEAM, INC.,
A TEXAS CORPORATION, O.P.R.H.C.T. No. 20140288365
SITUATED IN THE A.H. OSBOURNE SURVEY, A-610 AND BEING
OUT OF THE CLAY 7 ACRES IN THE C.H. BINGLE SUBDIVISION
(VOL. 998, PG. 223 D.R.H.C.)
HARRIS COUNTY, TEXAS
SCALE: 1"=50'
FEBRUARY 2021
1 BLOCK 4 LOTS



DESCRIPTION OF A TRACT OF LAND CONTAINING 2.078 ACRES (90,508 SQUARE FEET) SITUATED IN THE A.H. OSBOURNE SURVEY, A-610 IN HARRIS COUNTY, TEXAS, AND BEING PART OF TRACT 2,639-ACRE TRACT CONVEYED INTO DAD'S CLUB SWIM TEAM, INC. BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 20140288365 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, SAID 2.639-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A TRACT OF LAND CONTAINING 2.078 ACRES (90,508 SQUARE FEET) SITUATED IN THE A.H. OSBOURNE SURVEY, A-610 IN HARRIS COUNTY, TEXAS, AND BEING PART OF TRACT 2,639-ACRE TRACT CONVEYED INTO DAD'S CLUB SWIM TEAM, INC. BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 20140288365 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, SAID 2.639-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH A CAP STAMPED "PRECISION" FOUND FOR THE COMMON NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID 2,639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT AND THE WEST RIGHT OF WAY LINE OF SAID BINGLE ROAD, A DISTANCE OF 20.36 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE COMMON MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED AND SAID 2,639-ACRE TRACT, AND FOR THE NORTHEAST CORNER OF A CALLED 1.85-ACRE TRACT AS CONVEYED INTO GRACE CHAPEL, CHINESE-AMERICAN NEW TESTAMENT MISSIONARY FELLOWSHIP, INC. AS RECORDED UNDER COUNTY CLERK'S FILE NUMBER V568780 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 02° 16' 51" EAST DEPARTING FROM THE SOUTH BOUNDARY LINE OF SAID LOT 12 AND CONTINUING WITH THE COMMON BOUNDARY LINE OF SAID 2,639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT AND THE WEST RIGHT OF WAY LINE OF SAID BINGLE ROAD, A DISTANCE OF 20.36 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE COMMON MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED AND SAID 2,639-ACRE TRACT, AND FOR THE NORTHEAST CORNER OF A CALLED 1.85-ACRE TRACT AS CONVEYED INTO GRACE CHAPEL, CHINESE-AMERICAN NEW TESTAMENT MISSIONARY FELLOWSHIP, INC. AS RECORDED UNDER COUNTY CLERK'S FILE NUMBER V568780 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 86° 18' 41" WEST DEPARTING FROM THE EAST BOUNDARY LINE OF SAID CLAY 7-ACRE TRACT AND THE WEST RIGHT OF WAY LINE OF SAID BINGLE ROAD, A DISTANCE OF 362.63 FEET TO A 5/8-INCH IRON ROD FOUND FOR A COMMON CORNER OF SAID TRACT HEREIN DESCRIBED AND SAID 2,639-ACRE TRACT AND FOR THE NORTHWEST CORNER OF SAID 1.85-ACRE TRACT;

THENCE SOUTH 02° 30' 30" EAST CONTINUING WITH THE EAST BOUNDARY LINE OF SAID 2,639-ACRE TRACT AND THE WEST BOUNDARY LINE OF SAID 1.85-ACRE TRACT, AT A DISTANCE OF 15.09 FEET PASS A FOUND 3/4-INCH IRON ROD WITH AN ALUMINUM DISK AT A DISTANCE OF 216.14 FEET PASS THE SOUTHWEST CORNER OF SAID 1.85-ACRE TRACT AND THE WEST BOUNDARY LINE OF A CALLED 1.658-ACRE TRACT AS CONVEYED INTO WALLACE DILLARD AND WIFE, MARIE DILLARD BY DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER V31473 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS FROM WHICH A FOUND 3/4-INCH IRON ROD BEARS SOUTH 89° 41' EAST, A DISTANCE OF 0.66 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 252.40 FEET TO A 3/4-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 61° 08' 11" WEST DEPARTING FROM THE COMMON BOUNDARY LINE OF SAID 2,639-ACRE TRACT AND SAID 1.658-ACRE TRACT, A DISTANCE OF 64.83 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 78° 59' 14" WEST, A DISTANCE OF 34.26 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 46° 00' 01" WEST, A DISTANCE OF 16.54 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 39° 24' 36" WEST, A DISTANCE OF 28.87 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 81° 41' 25" WEST, A DISTANCE OF 55.36 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 77° 51' 34" WEST, A DISTANCE OF 97.01 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 63° 29' 12" WEST, A DISTANCE OF 48.62 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 84° 56' 58" WEST, A DISTANCE OF 60.22 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 51° 11' 24" WEST, A DISTANCE OF 58.53 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 14° 32' 04" WEST, A DISTANCE OF 66.21 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "COBB FENDEL & ASSOCIATES" SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 09° 49' 12" WEST, A DISTANCE OF 33.98 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "A 4985" FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND FOR THE SOUTHWEST CORNER OF LOT B, BLOCK B, GREEN VALLEY SEC. 2 SUBDIVISION AS RECORDED IN VOLUME 78, PAGE 71, MAP RECORDS OF HARRIS COUNTY, TEXAS AND BEING LOCATED IN THE COMMON NORTH BOUNDARY LINE OF SAID 2,639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT;

THENCE NORTH 87° 59' 54" EAST CONTINUING WITH THE COMMON NORTH BOUNDARY LINE OF SAID 2,639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT AND THE SOUTH BOUNDARY LINE OF SAID BLOCK B, A DISTANCE OF 34.72 FEET TO A 1/2-INCH IRON PIPE FOUND FOR A COMMON CORNER OF THE HEREIN DESCRIBED TRACT, SAID CLAY 7-ACRE TRACT AND SAID 2,639-ACRE TRACT, THE SOUTHWEST CORNER OF SAID LOT 11, BLOCK B AND FOR THE SOUTHWEST CORNER OF LOT 10, BLOCK 2 OF SAID CARMEL SUBDIVISION;

THENCE NORTH 87° 14' 21" EAST CONTINUING WITH THE COMMON NORTH BOUNDARY LINE OF SAID 2,639-ACRE TRACT AND SAID CLAY 7-ACRE TRACT AND THE SOUTH BOUNDARY LINE OF SAID BLOCK 2, A DISTANCE OF 422.05 FEET TO THE POINT OF BEGINNING CONTAINING 2.078 ACRES OF LAND.

EXISTING RECORDED PLAT WHICH WILL NEED TO BE REPLATTED

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS
THAT I, Stephen L. Henshaw, OWNER OF THE PROPERTY ON THE FOREGOING PLAT OF DOLPHIN'S COVE SUBDIVISION, 2.078 ACRES IN THE A.H. OSBOURNE SURVEY, ABSTRACT 610, HARRIS COUNTY, TEXAS, DO HEREBY SUBMIT SAID PROPERTY AS CORNER TO THE STREETS, LINES, LOTS AND BLOCKS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS, EASEMENTS AND DRAINAGE RIGHT OF WAY, SHOWN HEREON FOR THEIR USE, FOREVER AND TO BE HAD SUCCESSORS, OUR HEIRS, SUCCESSORS, AND ASSIGNS TO FOREVER AND BEYOND THE TITLE OF THE LAND SO DEDICATED.

WITNESS MY HAND THIS 4 DAY OF May, 2021
Stephen L. Henshaw

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Stephen L. Henshaw, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS DESCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET OUT.
GIVEN UNDER MY HAND AND SEAL THIS 4 DAY OF May, 2021

Alex Van Duzer
Notary Public, State of Texas
Comm. Expires 06-01-2024
Notary ID 126811451

KNOW ALL MEN BY THESE PRESENTS:
THAT I, AURELIO D. CORTES, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT I HAVE PROPERLY MARKED ALL BLOCK CORNERS, LOT CORNERS, ANGLE POINTS AND POINTS OF CURVE IN PLAT OR SUBDIVISION OF LAND WITH 5/8-INCH IRON RODS (16-INCH IN LENGTH) WITH YELLOW CAPS STAMPED "COBB FENDEL & ASSOCIATES".

AURELIO D. CORTES
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5413
04/28/2021

SUBDIVISION APPROVALS
CITY COUNCIL
THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS HAS APPROVED THIS RE-PLAT OF DOLPHIN'S COVE SUBDIVISION AS SHOWN HEREON.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE MAYOR OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS 23 DAY OF June, 2021

Marcus Valdes
MARCUS VALDES, MAYOR
CITY OF SPRING VALLEY VILLAGE, TEXAS

ATTEST:
Rolanda Benitez
ROLANDA BENITEZ, CITY CLERK
CITY OF SPRING VALLEY VILLAGE, TEXAS

I, TENESHA HUDSPETH, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON June 23, 2021 AT 2:45 O'CLOCK P.M. AND DULY RECORDED ON June 23, 2021 AT 8:37 O'CLOCK A.M. AND AT FILM CORE NUMBER 615409 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.

TENESHA HUDSPETH
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY: *Chitika*
DEPUTY CHRISTIAN ORONA

This certificate is valid only as to the instrument on which the original signature is affixed and only then to the extent that such instrument is not altered or changed after recording.

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

DRAINAGE NOTES:
1. EACH LOT IS RESPONSIBLE FOR PROVIDING OWN DETENTION FOR IMPERVIOUS COVER OVER THE CITY ALLOWABLE SQUARE FOOTAGE. (SEE DRAINAGE TABLE)
2. LOTS WILL DRAIN DOWN SIDE LOT D.E. TO DOLPHIN'S COVE, OUT TO BINGLE RD STORM SEWER

DOLPHIN'S COVE							
AREA (SF)	AREA (AC)	D/W IMP (SF)	ALLOW IMP (SF)	NON-IMP (SF)	Ia	C	
LOT 1	17,473	0.401	5,718	3,282	8,473	33%	0.40
LOT 2	14,881	0.342	5,718	3,211	5,952	38%	0.43
LOT 3	14,960	0.343	5,718	3,258	5,984	38%	0.43
LOT 4	17,786	0.408	5,718	3,282	8,786	32%	0.39

C= 0.61a + 0.2
The proposed driveway impervious cover is factored into the allowable impervious cover for each lot
* Ia of 60% is the maximum allowable impervious cover per SVV Drainage Criteria for lots 15,000 sf or less in size without requiring detention.
* 9,000 sf is the maximum allowable impervious cover for lots greater than 15,000 sf before requiring detention.

OWNER:
DAD'S CLUB SWIM TEAM, INC.
A TEXAS CORPORATION
1006 VOSS RD
HOUSTON, TX 77055

CobbFendley
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.462.3242 | fax 713.462.3262 | www.cobfen.com

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

2.6933 ACRES

LOCATED IN THE

**A.H. OSBOURNE SURVEY, A-610,
HARRIS COUNTY, TEXAS**

Being a tract or parcel of land containing 2.6933 acres of land or 117,322 square feet, located in the A.H. Osbourne Survey, Abstract 610, Harris County, Texas; Said 2.6933 acre tract being out of and a part of Dolphin's Cove Subdivision Final Plat, a subdivision duly of record in Film Code Number 695409 in the Map Records of Harris County (H.C.M.R.), Texas, being out of and a part of a called 2.608 acre tract of record in the name of Dad's Club Swim Team, Inc. in Harris County Clerk's File (H.C.C.F.) Number 20140288365, and being out of and a part of a called 5.9048 acre tract of record in the name of Dad's Club Swim Team, Inc. in H.C.C.F. Number 20070161082;

BEGINNING at a 5/8 inch iron rod with cap stamped "Gruller" set for the northwest corner of the herein described tract, same being the southwest corner of Lot 7 of Spring Forest Section 2, a subdivision duly of record in Volume 78, Page 71 of the H.C.M.R., and being on the east Right-of-Way (R.O.W.) line of Voss Road (60 feet wide);

THENCE, coincident the north line of the herein described tract and the south line of said Spring Forest Section 2, the following two (2) courses:

1. North 87 degrees 54 minutes 54 seconds east, a distance of 432.25 feet to a 1/2 inch iron rod found for the southeast corner of Lot 11 and the southwest corner of Lot 12 of aforesaid Spring Forest Section 2;
2. North 87 degrees 09 minutes 21 seconds East, a distance of 99.66 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for a point for corner, same being the southeast corner of said Lot 12, the south corner of Lot 9, and the southwest corner of Lot 10 of Subdivision Plat of Carmel, a subdivision duly of record in Film Code Number 443026 of the H.C.M.R.;

THENCE, coincident the north line of the herein described tract and being the south line of aforesaid Plat of Carmel, North 88 degrees 12 minutes 31 seconds East, a distance of 59.40 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for the northeast corner of the herein described tract;

THENCE, through and across aforesaid Dolphins Cove Subdivision, South 02 degrees 25 minutes 29 seconds East, at a distance of 19.88 pass a 5/8 inch iron rod found for the northwest corner of a called 1.85 acre tract of land of record in the name of Grace Chapel, Chinese-American New Testament Missionary Fellowship, Inc. recorded in H.C.C.F. Number V568780, continuing for an overall distance of 317.59 feet to a point in the Centerline of Briar Gully and being on the south line of aforesaid 2.608 acre tract;

THENCE, coincident the meander of the centerline of Briar Gully the following eleven (11) courses:

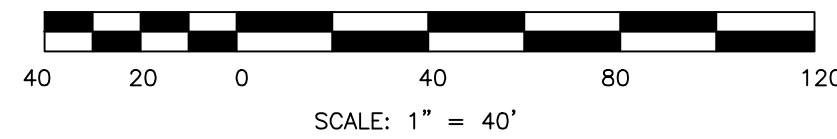
1. North 62 degrees 33 minutes 57 seconds West, a distance of 114.02 feet;
2. North 50 degrees 08 minutes 44 seconds West, a distance of 48.32 feet;
3. North 78 degrees 45 minutes 44 seconds West, a distance of 35.04 feet;
4. South 59 degrees 01 minutes 40 seconds West, a distance of 18.12 feet;
5. South 83 degrees 04 minutes 52 seconds West, a distance of 83.37 feet;
6. North 66 degrees 28 minutes 08 seconds West, a distance of 51.23 feet;
7. North 48 degrees 05 minutes 41 seconds West, a distance of 75.45 feet;
8. North 69 degrees 26 minutes 19 seconds West, a distance of 18.94 feet;
9. North 86 degrees 37 minutes 45 seconds West, a distance of 51.42 feet;
10. North 58 degrees 01 minutes 18 seconds West, a distance of 50.30 feet;
11. North 33 degrees 06 minutes 43 seconds West, a distance of 1.99 feet;

THENCE, through and across aforesaid 5.9048 acre tract, South 73 degrees 55 minutes 55 seconds West, a distance of 76.25 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for the southwest corner of the herein described tract and being on the east R.O.W. line of aforesaid Voss Road and beginning of a curve to the right;

THENCE, coincident the east R.O.W. line of aforesaid Voss Road and the west line of aforesaid 5.9048 acre tract the following two (2) courses:

1. Coincident aforesaid curve to the right, an arc length of 98.50 feet, having a radius of 328.10 feet, a central angle of 17 degrees 12 minutes 02 seconds, and a chord bearing of North 20 degrees 40 minutes 55 seconds West, a distance of 98.13 feet to a 1/2 inch iron rod found;

2. North 12 degrees 04 minutes 57 seconds West, a distance of 45.30 feet to the **POINT OF BEGINNING** and containing 2.6933 acres of land.

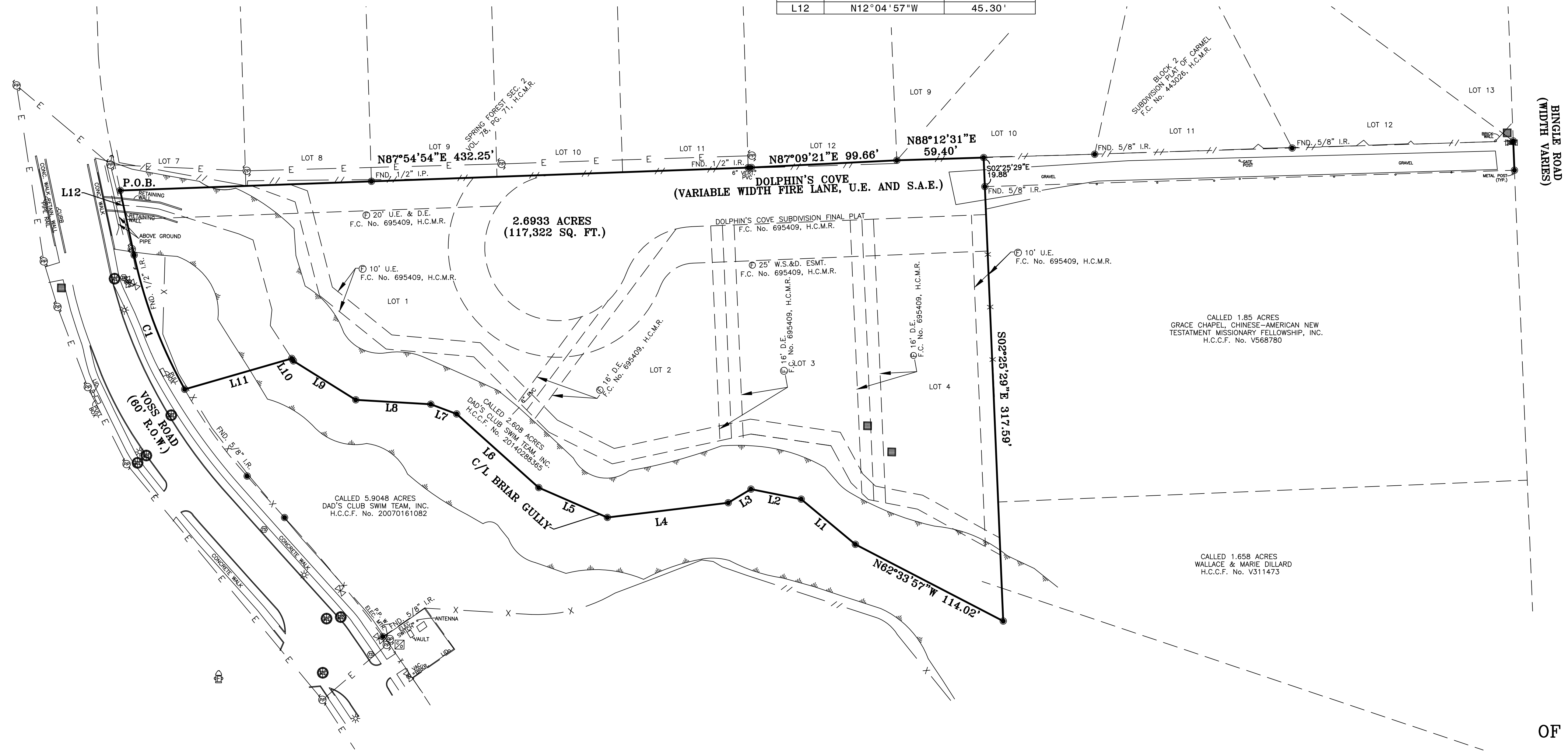


Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	328.10'	98.50'	17°12'02"	98.13'	N20°40'55" W

Course	Bearing	Distance
L1	N50°08'44"W	48.32'
L2	N78°45'44"W	35.04'
L3	S59°01'40"W	18.12'
L4	S83°04'52"W	83.37'
L5	N66°28'08"W	51.23'
L6	N48°05'41"W	75.45'
L7	N69°26'19"W	18.94'
L8	N86°37'45"W	51.42'
L9	N58°01'18"W	50.30'
L10	N33°06'43"W	1.99'
L11	S73°55'55"W	76.25'
L12	N12°04'57"W	45.30'

NOTES:

- The surveyor has abstracted the subject property.
- This survey was created with the benefit of a title commitment prepared by Fidelity National Title Insurance Company under G.F. No. FAH24011288, dated December 10, 2024.
- Basis of Bearings for the survey is the Texas State Plane Coordinate System, South Central Zone NAD83.
- By graphic plotting only, the subject property lies within Zone "X", areas determined to be outside the 0.2% annual chance floodplain, as defined by the Federal Emergency Management Agency flood insurance rate map number 48201C0690N dated 01-06-2017.
- Control Benchmark: Harris County Flood Control Reference Marker 210255, Elev.=70.83'.
TBM "A", "X" Cut set in concrete sidewalk located near the northwest corner of the subject tract as shown hereon, Elev.= 65.65'.



METES AND BOUNDS DESCRIPTION
2.6933 ACRES
LOCATED IN THE
A.H. OSBOURNE SURVEY, A-610,
HARRIS COUNTY, TEXAS

Being a tract or parcel of land containing 2.6933 acres of land or 117,322 square feet, located in the A.H. Osbourne Survey, Abstract 610, Harris County, Texas; Said 2.6933 acre tract being out of and a part of Dolphin's Cove Subdivision Final Plat, a subdivision duly of record in Film Code Number 695409 in the Map Records of Harris County (H.C.M.R.), Texas, being out of and a part of a called 2.608 acre tract of record in the name of Dad's Club Swim Team, Inc. in Harris County Clerk's File (H.C.C.F.) Number 20140288365, and being out of and a part of a called 5.9048 acre tract of record in the name of Dad's Club Swim Team, Inc. in H.C.C.F. Number 20070161082;

BEGINNING at a 5/8 inch iron rod with cap stamped "Gruller" set for the northwest corner of the herein described tract, same being the southwest corner of Lot 7 of Spring Forest Section 2, a subdivision duly of record in Volume 78, Page 71 of the H.C.M.R., and being on the east Right-of-Way (R.O.W.) line of Voss Road (60 feet wide);

THENCE, coincident the north line of the herein described tract and the south line of said Spring Forest Section 2, the following two (2) courses:

- North 87 degrees 54 minutes 54 seconds east, a distance of 432.25 feet to a 1/2 inch iron rod found for the southeast corner of Lot 11 and the southwest corner of Lot 12 of aforesaid Spring Forest Section 2;
- North 87 degrees 09 minutes 21 seconds East, a distance of 99.66 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for a point for corner, same being the southeast corner of said Lot 12, the south corner of Lot 9, and the southwest corner of Lot 10 of Subdivision Plat of Carmel, a subdivision duly of record in Film Code Number 443026 of the H.C.M.R.;

THENCE, coincident the north line of the herein described tract and being the south line of aforesaid Plat of Carmel, North 88 degrees 12 minutes 31 seconds East, a distance of 59.40 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for the northeast corner of the herein described tract;

THENCE, through and across aforesaid Dolphin's Cove Subdivision, South 02 degrees 25 minutes 29 seconds East, at a distance of 19.88 pass a 5/8 inch iron rod found for the northwest corner of a called 1.85 acre tract of land of record in the name of Grace Chapel, Chinese-American New Testament Missionary Fellowship, Inc. recorded in H.C.C.F. Number V568780, continuing for an overall distance of 317.59 feet to a point in the Centerline of Briar Gully and being on the south line of aforesaid 2.608 acre tract;

THENCE, coincident the meander of the centerline of Briar Gully the following eleven (11) courses:

- North 62 degrees 33 minutes 57 seconds West, a distance of 114.02 feet;
- North 50 degrees 08 minutes 44 seconds West, a distance of 48.32 feet;
- North 78 degrees 45 minutes 44 seconds West, a distance of 35.04 feet;
- South 59 degrees 01 minutes 40 seconds West, a distance of 18.12 feet;
- South 83 degrees 04 minutes 52 seconds West, a distance of 83.37 feet;
- North 66 degrees 28 minutes 08 seconds West, a distance of 51.23 feet;

- North 48 degrees 05 minutes 41 seconds West, a distance of 75.45 feet;
- North 69 degrees 26 minutes 19 seconds West, a distance of 18.94 feet;
- North 86 degrees 37 minutes 45 seconds West, a distance of 51.42 feet;
- North 58 degrees 01 minutes 18 seconds West, a distance of 50.30 feet;
- North 33 degrees 06 minutes 43 seconds West, a distance of 1.99 feet;

THENCE, through and across aforesaid 5.9048 acre tract, South 73 degrees 55 minutes 55 seconds West, a distance of 76.25 feet to a 5/8 inch iron rod with cap stamped "Gruller" set for the southwest corner of the herein described tract and being on the east R.O.W. line of aforesaid Voss Road and beginning of a curve to the right;

THENCE, coincident the east R.O.W. line of aforesaid Voss Road and the west line of aforesaid 5.9048 acre tract the following two (2) courses:

- Coincident aforesaid curve to the right, an arc length of 98.50 feet, having a radius of 328.10 feet, a central angle of 17 degrees 12 minutes 02 seconds, and a chord bearing of North 20 degrees 40 minutes 55 seconds West, a distance of 98.13 feet to a 1/2 inch iron rod found;
- North 12 degrees 04 minutes 57 seconds West, a distance of 45.30 feet to the POINT OF BEGINNING and containing 2.6933 acres of land.

LEGEND

- IRON ROD SET/FIND
- POWER POLE
- GUY ANCHOR
- MANHOLE
- MONITOR WELL
- SAMPLE WELL
- CLEANOUT
- GATE VALVE & BOX
- WATER METER
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- CABLE EQUIPMENT
- ELECTRIC BOX
- LIGHT STANDARD
- LIGHT
- AREA INLET
- PIPE BOLLARD
- TRAFFIC SIGN
- TREE
- FIBER OPTIC CABLE
- WOOD FENCE
- CHAIN LINK FENCE
- WROUGHT IRON FENCE
- OVERHEAD ELECTRIC
- WATERLINE
- GAS LINE
- TELEPHONE LINE
- CENTER OF SWALE
- TOP OF BANK

MAP OF SURVEY
BOUNDARY IMPROVEMENT
OF 2.6933 ACRES (117,322 SQ. FT.)
BEING ALL OF
DOLPHIN'S COVE SUBDIVISION
FINAL PLAT, F.C. No. 695409, H.C.M.R.
BEING OUT OF AND A PART OF
A CALLED 2.608 ACRE TRACT
H.C.C.F. No. 20140288365
& OUT OF AND A PART OF
A CALLED 5.9048 ACRE TRACT
H.C.C.F. No. 20070161082
LOCATED IN THE
A.H. OSBOURNE SURVEY, A-610,
HARRIS COUNTY, TEXAS

To: DAD'S CLUB AQUATIC CENTER, INC. formerly know as DAD'S CLUB SWIM TEAM, INC., a Texas corporation and DAD'S CLUB SWIM TEAM BOOSTER CLUB, INC., Dorado Homes LLC, a Texas limited liability company and Old Republic National Title Insurance Company;

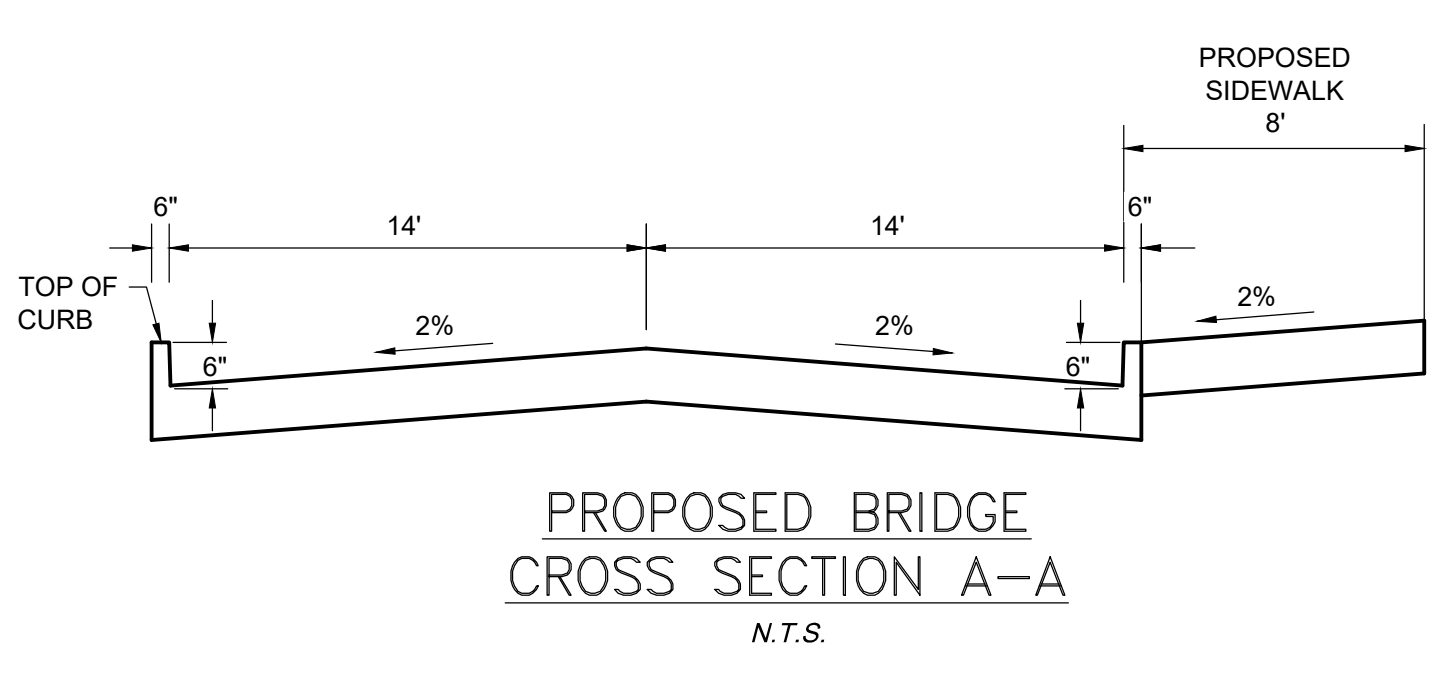
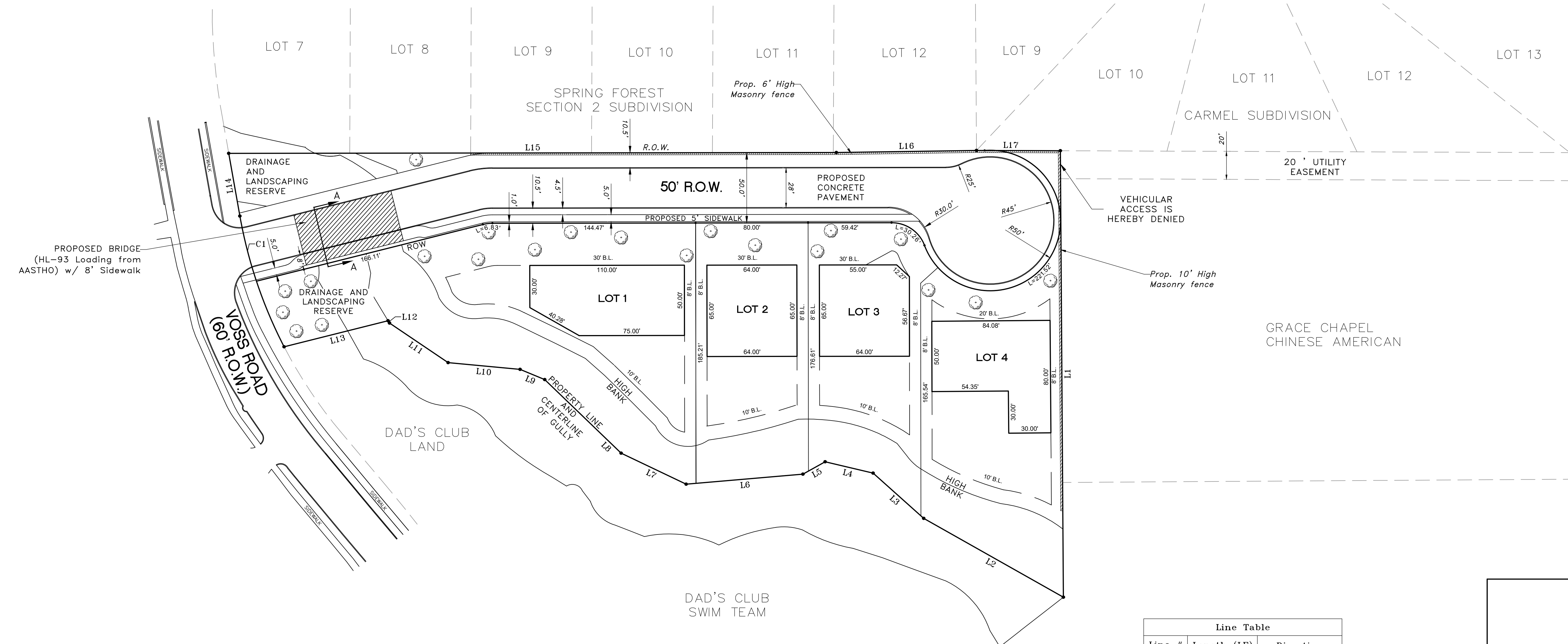
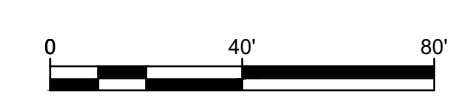
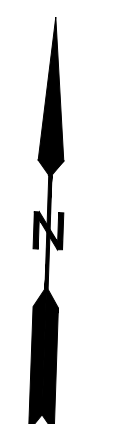
This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey. I do hereby certify that this survey was this day made on the ground. This plat correctly represents the facts found at the time of the survey.



Texas Registered Professional Land Surveyor No. 5476

PROFESSIONAL LAND SURVEYING
1244 NORTH POST OAK ROAD, STE. 200
HOUSTON, TEXAS 77055
www.grullersurveying.com

SCALE: 1" = 40'	FIELD BOOK: 2025-TD	DATE: 04-15-2025
G.F. No.		
PHONE: (713) 333-1466 FAX: (713) 782-3755	DWG. NO. 45-2526_2.6933	D: K.A.G. C.K.G.



NOTE:
The proposed bridge to be designed to meet the HCFCD requirements.

IMPORTANT NOTE:
PROPOSED SUBDIVISION WILL COMPLY WITH CITY OF SPRING VALLEY DWELLING DISTRICT "A".

DAD'S CLUB			
LOT #	AREA (SF)	AREA (AC)	ALLOW IMP (SF)
LOT 1	27,420	0.63	9000
LOT 2	14,542	0.33	8725
LOT 3	14,692	0.34	8815
LOT 4	19,891	0.46	9000

Note:
1) Impervious cover of 60% is the maximum allowable impervious cover per SVV Drainage Criteria for lots 15,000 sf or less in size without requiring detention.
2) 9,000 sf is the maximum allowable impervious cover for lots greater than 15,000 sf before requiring detention.

Curve Table			
Curve #	Length (LF)	Radius (ft)	Delta
C1	98.50	328.10	017°12'02"

Line Table		
Line #	Length (LF)	Direction
L1	317.59	S02° 23' 07"E
L2	114.02	N62° 33' 57"W
L3	48.32	N50° 08' 44"W
L4	35.04	N78° 45' 44"W
L5	18.12	S59° 01' 40"W
L6	83.37	S83° 04' 52"W
L7	51.23	N66° 28' 08"W
L8	75.45	N48° 05' 41"W
L9	18.94	N69° 26' 19"W
L10	51.42	N86° 37' 45"W
L11	50.30	N58° 01' 18"W
L12	1.99	N33° 06' 43"W
L13	76.25	S73° 55' 55"W
L14	45.30	N12° 04' 57"W
L15	432.25	N87° 54' 54"E
L16	99.66	N87° 09' 21"E
L17	59.62	N88° 12' 31"E

APPROVED BY: SS DATE: SEPTEMBER 2025
DESIGNED BY: SS DRAWN BY: BH PROJECT NO: 091-003



**Dad's Club Tract
PRELIMINARY SITE PLAN**

SCALE: Horz: 1" = 40"
Vert: N/A

DWG No: SHEET 1 OF 2

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevation (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevation (CBFEs) shown on this map apply only landward of 0.0' North American Vertical Datum (NAVD). Users of this FIRM should be aware that coastal flood elevations may also be provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this community. Elevations shown in the Summary of Stillwater Elevations table should be used for construction, and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

The **projection** used in the preparation of this map is Universal Transverse Mercator (UTM) zone 15. The **horizontal datum** is NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

Spatial Reference System Division
National Geodetic Survey, NOAA
Silver Spring Metro Center
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit their website at www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the Harris Galveston Area Council and was revised and enhanced by Harris County.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

An accompanying Flood Insurance Study report, Letters of Map Revision or Letters of Map Amendment revising portions of this panel, and digital versions of this PANEL may be available. Contact the **FEMA Map Service Center** at the following phone numbers and Internet address for information on all related products available from FEMA.

Phone: 800-358-9616
FAX: 800-358-9620
www.fema.gov/msc

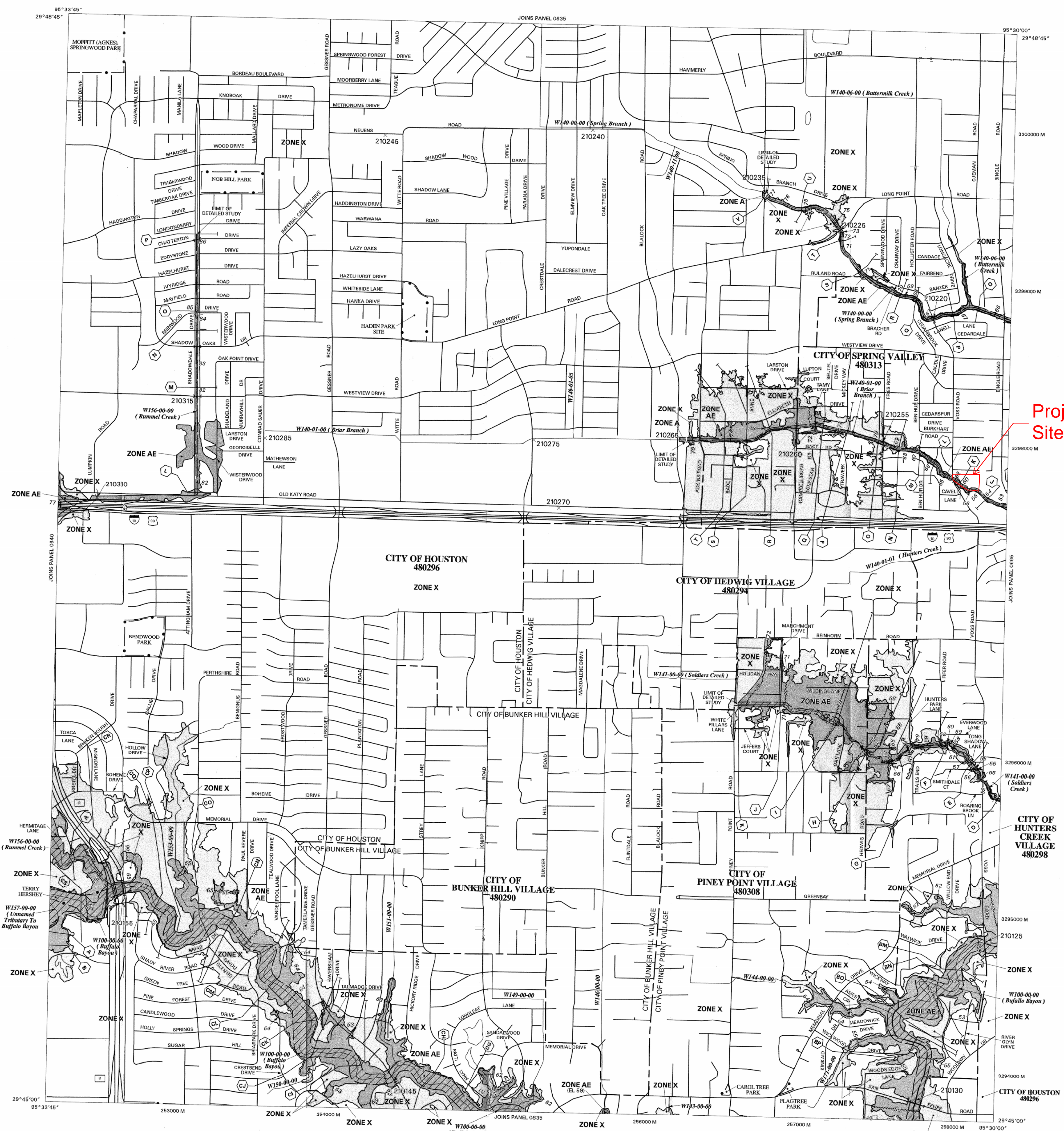
If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at www.fema.gov.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report may reflect stream channel distances that differ from what is shown on this map.

Vertical Datum Adjustment due to subsidence is the 2001 adjustment.

Benchmarks shown on this map were provided by either Harris County or the National Geodetic Survey. To obtain elevation, description, and location information for benchmarks provided by Harris County, please contact the Permits Office of the Public Infrastructure Department at (713) 956-3000 or visit their website at <http://www.eng.hctx.net/permits>. For information regarding the benchmarks provided by the National Geodetic Survey, please see note above.

Some bridges and other structures shown on the detailed streams are not labeled. See corresponding flood profile for appropriate name.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently deteriorated. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
- ZONE A99** Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain area that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE D Areas determined to be outside the 0.2% annual chance floodplain.

ZONE E Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHER PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, Flood depths or velocities.
- Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet**

*Referenced to the North American Vertical Datum of 1988

- Cross Section Line
- Transect Line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
- 427600M
- 1000-meter Universal Transverse Mercator grid values, zone 15
- 600000 FT
- 5000-foot grid ticks

- Benchmark label explanation in Notes to Users section of this FIRM panel.
- M1.5
- River Mile

MAP REPOSITORY

Refer to Repository Listing on Index Map

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

SEPTEMBER 28, 1990

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

SEPTEMBER 30, 1992

NOVEMBER 6, 1996

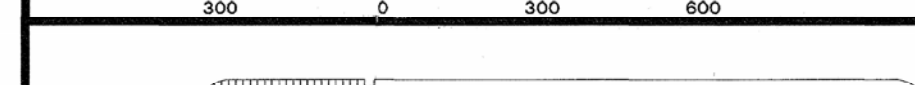
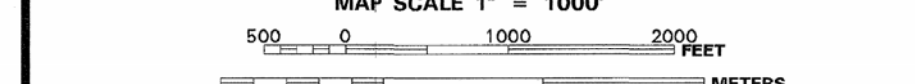
APRIL 20, 2000

JUNE 18, 2007: to change base flood elevations, to add special flood hazard areas, to change special flood hazard areas, to change zone designations, to reflect updated topographic information, and to change floodway.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.

MAP SCALE 1" = 1000'



PANEL 0645L

FIRM FLOOD INSURANCE RATE MAP

HARRIS COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 645 OF 1150

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

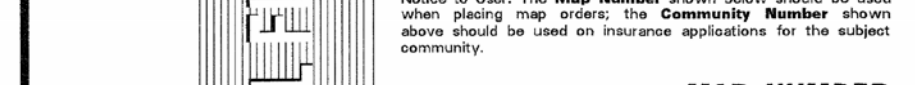
COMMUNITY NUMBER PANEL SUFFIX

COMMUNITY	NUMBER	PANEL	SUFFIX
HUNTERS CREEK VILLAGE, CITY OF	480298	0645	L
SPRING VALLEY, CITY OF	480313	0645	L
HEDWIG VILLAGE, CITY OF	480284	0645	L

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 48201C0645L

MAP REVISED: JUNE 18, 2007



Federal Emergency Management Agency



5599 San Felipe, Suite 911 · Houston, Texas 77056
713-840-1051 · Fax 713-840-8159

August 14, 2025

Via Email (secretary@springvalleytx.com; jgomez@springvalleytx.com)

City of Spring Valley Village
c/o John McDonald and Jose Gomez
1025 Campbell Rd.
Houston, TX 77055

RE: PROPOSED BRIDGE FOR DOLPHIN'S COVE SUBDIVISION

Dear Mr. McDonald and Mr. Gomez and City of Spring Valley Village,

A critical component of our proposed plan for the subject subdivision is confirming the feasibility of the construction of the bridge. Our engineer has consulted and obtained a design proposal with a structural engineering firm called Stanley Spurling and Hamilton that has vast experience with bridges. From a structural and engineering perspective, they indicate there are no issues with our proposed bridge. Structurally, it will be built to support the weight of modern emergency vehicles (HL-93).

As we have discussed, since HCFCD has a drainage easement along Briar Gully even though the land on which the creek flows is privately owned, they must also review the plans. The main concern of HCFCD is that nothing impedes the flow of the creek. By building a bridge that spans the creek from high bank to high bank, our plan will not interfere with the flow of the creek so it will not require any hydraulic analysis. The other concern is the proximity to existing bridge on Voss Rd. We have allocated a landscape / drainage reserve in the preliminary site plan so that if the bridge needs to shift down once the engineering design is more advanced, there is room to adjust the proximity of the bridge into that reserve. This will require feedback from HCFCD as well as the civil and bridge engineer, once he is engaged to design the bridge. As you can appreciate, we want to make sure that the City of Spring Valley approves our proposed PADD prior to hiring the bridge and civil engineers to perform additional. More advanced design work.

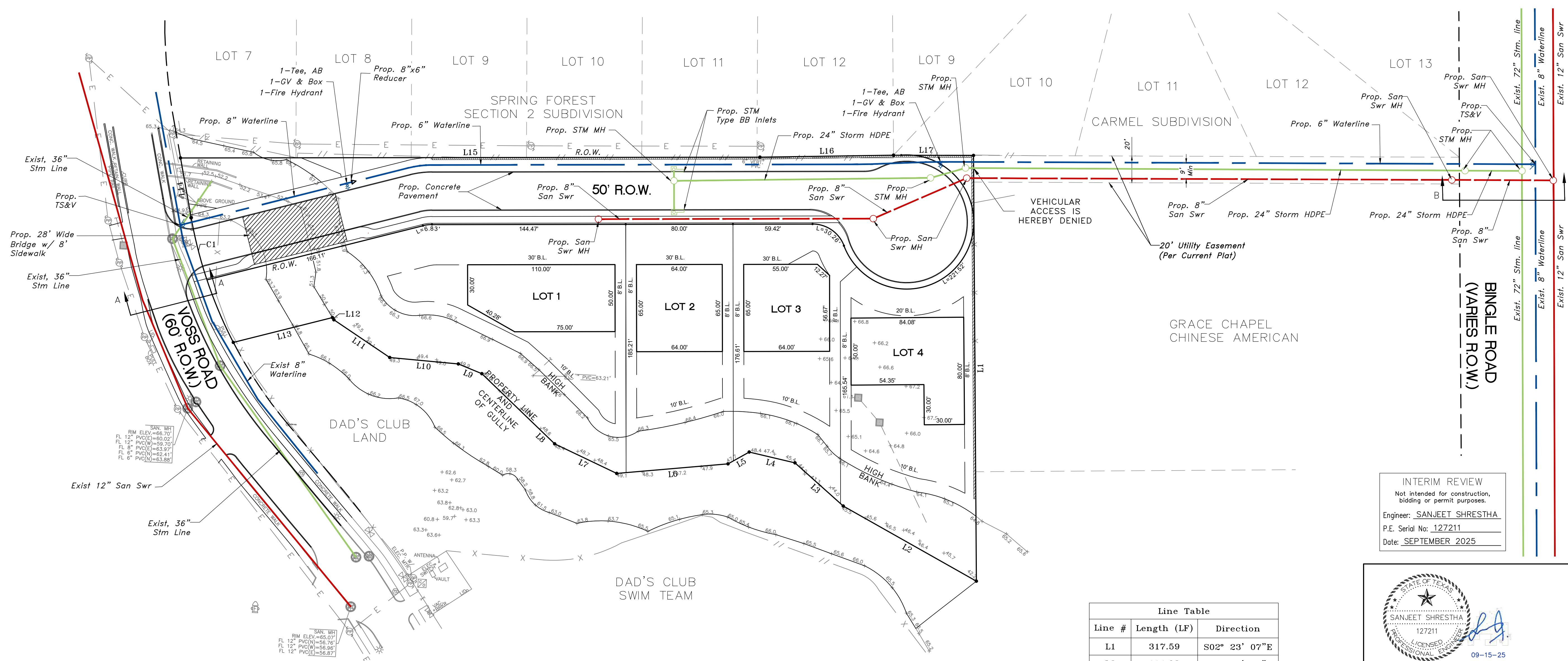
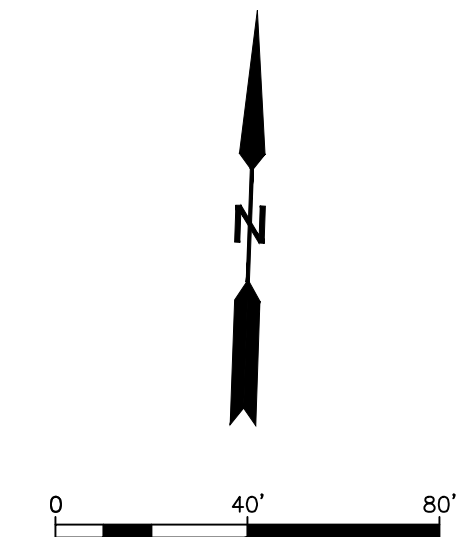
If you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

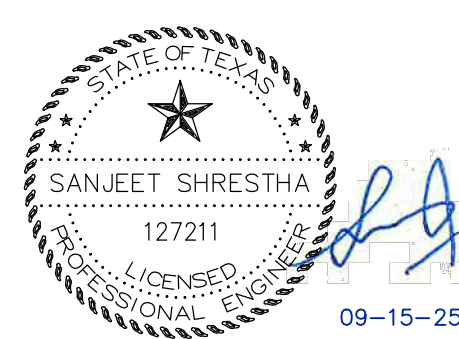

Antonio J. Padua
Vice President – Director of Development
Padua Realty Company

LEGEND:

- STORM LINE
- WATER LINE
- - - SANITARY SEWER LINE



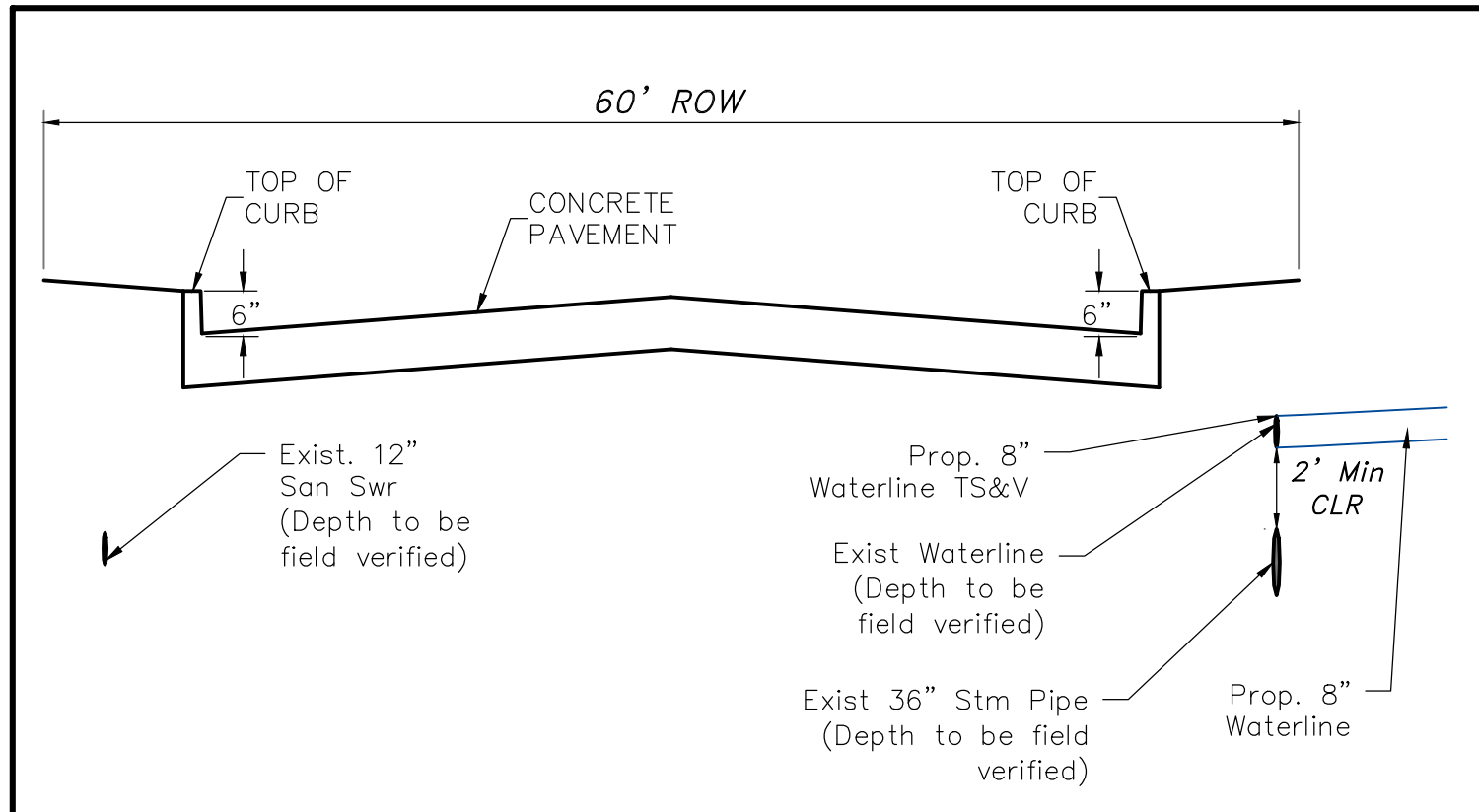
INTERIM REVIEW
 Not intended for construction, bidding or permit purposes.
 Engineer: SANJEET SHRESTHA
 P.E. Serial No: 127211
 Date: SEPTEMBER 2025



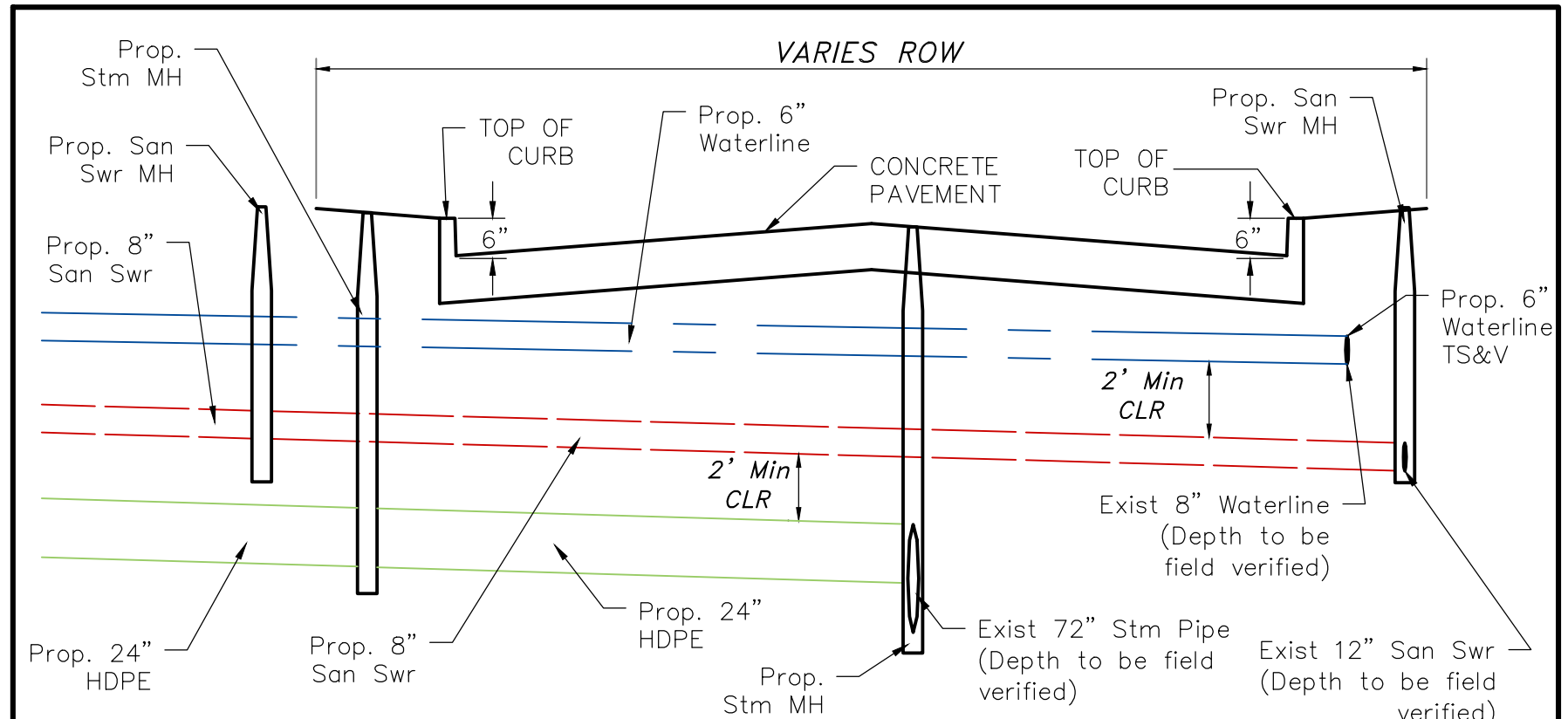
Line Table		
Line #	Length (LF)	Direction
L1	317.59	S02° 23' 07"E
L2	114.02	N62° 33' 57"W
L3	48.32	N50° 08' 44"W
L4	35.04	N78° 45' 44"W
L5	18.12	S59° 01' 40"W
L6	83.37	S83° 04' 52"W
L7	51.23	N66° 28' 08"W
L8	75.45	N48° 05' 41"W
L9	18.94	N69° 26' 19"W
L10	51.42	N86° 37' 45"W
L11	50.30	N58° 01' 18"W
L12	1.99	N33° 06' 43"W
L13	76.25	S73° 55' 55"W
L14	45.30	N12° 04' 57"W
L15	432.25	N87° 54' 54"E
L16	99.66	N87° 09' 21"E
L17	59.62	N88° 12' 31"E

Curve Table			
Curve #	Length (LF)	Radius (ft)	Delta
C1	98.50	328.10	017°12'02"

NOTE:
 The exact location and depth of the existing utility lines to be determined from the city's record drawings or field verification.



VOSS ROAD
 PROFILE VIEW A-A
 N.T.S.



BINGLE ROAD
 PROFILE VIEW B-B
 N.T.S.

APPROVED BY: SS DATE: SEPTEMBER 2025
 DESIGNED BY: SS DRAWN BY: BH PROJECT NO: 091-003



Dad's Club Tract
 PRELIMINARY ONLINE LAYOUT

SCALE: Horz: 1" = 40"
 Vert: N/A
 DWG No: SHEET 2 OF 2

Traffic Trip Generation:

Based on the ITE Trip Generation Manual, Minimal Traffic Volume will be generated from the development.

- 3 trips during AM Peak
- 4 trips during PM Peak
- No significant impact to Voss Road Traffic

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

* * * * *

WHEREAS, Dad's Club Swim Team, Inc, (the "Owner" and "Applicant"), whose contact is Justin Chapman, an individual, with the mailing address of 1006 Voss Road, Houston, Texas, 77055, is the owner of a tract of land comprising 2.693 acres, more or less, being located at Voss Rd and north of Briar Gully, (the "Property") within the corporate limits of the City of Spring Valley Village, Texas, said tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, a large portion of the Property is presently zoned as Dolphin's Cove PADD pursuant to the City's Zoning Ordinance; and

WHEREAS, Applicant has presented an application for the City to Amend the Dolphin's Cove PADD (the "Dolphin's Cove PADD amendment");

WHEREAS, the Applicant wishes to implement, via this Dolphin's Cove PADD Amendment, the single-family residential subdivision via the Dolphin's Cove PADD amendment originally contemplated by ORDINANCE NO. 2018-30 but with some

adjustments to allow for access via a vehicular bridge from Voss Rd;

WHEREAS, the Dolphin's Cove PADD Amendment application (the "Application"), dated August 14, 2025 and other required attachments are collectively attached hereto as Exhibit "B";

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the relevant ordinances of the City, a public hearing on the proposed changes to the Property;

WHEREAS, the purpose and intent of the Dolphin's Cove PADD Amendment is to provide for a single-family residential development that includes four (4) residential lots with all lots exceeding the 12,000 square feet minimum size required by City of Spring Valley;

WHEREAS, the City Council previously found that the Dolphin's Cove PADD (Ordinance 2018-30) is consistent with the City's comprehensive plan;

WHEREAS, the City Council finds that the Dolphin's Cove PADD Amendment is consistent with the intent of Ordinance 2018-30, and that the City Council should approve the Dolphin Cove PADD Amendment Ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE TEXAS:

Section 1. The facts and matters set forth in the preamble of this Dolphin's Cove PADD Amendment Ordinance are hereby found to be true and correct.

Section 2. The Application for the Dolphin's Cove PADD Amendment is hereby approved subject to the regulations, restrictions, terms and conditions hereinafter set forth.

Section 3. The Zoning District Map of the City of Spring Valley Village, Texas, shall show the Property (as Described in Exhibit A) as the Property subject to the Dolphin's Cove PADD Amendment Ordinance.

Section 4. This Dolphin's Cove PADD Amendment Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except replacing Ordinance 2018-30 with this Dad's Cove PADD Amendment Ordinance which contains materially identical requirements as Ordinance 2018-30 except for slight boundary modifications and providing access to the Property from Voss Rd via a vehicular bridge (and other minor changes noted herein).

Section 5. The Dolphin's Cove PADD Amendment use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions and covenants:

A. **Compliance with Application and Site Plans.** The granting of the Dolphin's Cove PADD Amendment shall be, and is hereby, conditioned upon the proposed improvements being located, constructed, and conducted upon the Property in substantial compliance with the Application.

B. Buildings: setbacks, lot sizes:

1. The development within the Dolphin's Cove PADD Amendment shall consist of four (4) single-family residential lots with a minimum lot size of 12,000 square feet.

2. Setbacks. All structures shall comply with the setback requirements contained in Section 5 of the City's zoning ordinance applicable to structures in Dwelling District "A".

3. Lot depth. Lots shall have a minimum depth of 120 feet.

C. Access: Cul-de-Sac: Parking facilities.

1. Access. Access shall be permitted from Voss Rd as indicated on the application, with a minimum right-of-way width of fifty feet (50') and a minimum pavement width of twenty feet (20') on the vehicular bridge over Briar Gully and a minimum pavement width of 28' on the proposed street. Ingress and egress to the development from Voss Rd shall be by right turn as well as left turn in. Owner shall, at its sole cost, construct temporary fencing sufficient to satisfy the adjacent property owners during construction of the development. A 5' sidewalk shall be constructed on the south side of the new proposed street between the proposed bridge and the cul-de-sac.

2. Cul-de-Sac. The development shall be permitted to construct a cul-de-sac to accommodate the residential lots with a minimum fifty foot (50') right-of-way width and a minimum pavement width of forty-five feet (45'). The maximum cul-de-sac length shall be 650 feet.

3. Parking and access at the property shall comply with applicable City ordinances except as modified, amended or superseded by this ordinance.

D. Occupancy/Use.

1. General uses. The property may be used for single-family residential purposes consistent with Dwelling District "A" without restriction.

2. Initial construction hours are between 7:00 am and 7:00 p.m. Monday - Friday

and between 9:00 am and 6:00 pm Saturday - Sunday. Emergency maintenance shall be excluded from these restrictions when delays would cause damage to property or persons or significant interruptions to business activity.

E. Landscape/Fencing/Lighting.

1. Landscaping required. The landscaping and irrigation for the property shall meet or exceed City ordinance requirements. Each property owner shall plant and maintain trees in accordance with the City's tree regulations, including Spring Valley Article 3.1000. The Owner shall make best efforts to preserve all native trees not affected by construction plan. A tree preservation plan shall be submitted and approved by the City per Article 3.1000 prior to commencing construction.

2. Landscape maintenance. Landscape maintenance shall be permitted in accordance with City ordinances.

3. Fencing. Fencing shall comply with the City's applicable ordinances.

4. Outdoor lighting. Lighting shall be provided in substantial compliance with all applicable City ordinances.

F. Drainage Systems and Utilities.

1. Drainage Systems. The Owners shall design and construct storm water infrastructure to limit storm water run-off to the property's existing design capacity and in compliance with all applicable City regulations. The storm water drainage utilities shall be constructed under the 20' utility easement and directed to the City's existing storm water system at Bingle Road.

2. Utilities. The Owners shall design and construct a public wastewater line along the new road to be constructed and along the 20' utility easement that ties into the existing 12" wastewater main on Bingle Rd. However, if it is not feasible to construct such a system

without the use of pumps, a secondary backup option would be for Owner to design and construct a system acceptable to the City whereby each home in the subdivision has a private sanitary pump that ties into a public wastewater force main to be built constructed by Owner that ties into the City wastewater line along Voss Rd. Under this scenario, each homeowner would be responsible for providing maintenance, service, and power to the private sanitary pump.

Section 6. The City Council finds that the proposed Dolphin's Cove PADD Amendment is consistent with the City's comprehensive plan; further, the City Council amends the City's comprehensive plan and replaces Ordinance 2018-30 with this Dolphin's Cove PADD Amendment Ordinance.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Dolphin's Cove PADD Amendment Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Dolphin's Cove PADD Amendment Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 9. Attached to this ordinance are the following documents:

EXHIBIT A: Legal Description & Site Plan; and
EXHIBIT B: The Application

Section 10. This Ordinance is contingent upon the Owners satisfying the following conditions within eighteen (18) months from the Effective Date:

1. Obtaining approval from the Harris County Flood Control District for the proposed bridge plans;
2. Securing approval from the City of Spring Valley for water, sanitary sewer, and drainage plans acceptable to the City; and
3. Confirming the availability of electrical service to the homes from CenterPoint Energy.

If the Owners fail to obtain such approvals within the specified period, this Ordinance shall be null and void.

Adopted this the ___th day of _____, 2025

Marcus Vajdos
Mayor

Attest:

Jasmin Torres
City Secretary

ORDINANCE NO. ~~2018-30~~2025-

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY ~~CREATING THE AMENDING AND RESTATING THE~~ DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (~~DOLPHIN'S COVE PAD~~) ~~CREATED PURSUANT TO ORDINANCE NO 2018-30~~ CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY ~~SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION;~~ PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

* * * * *

WHEREAS, Dad's Club Swim Team, Inc, (the "Owner" and "Applicant"), whose contact is ~~Charles A. Calderwood~~ Justin Chapman, an individual, with the mailing address of 1006 Voss Road, Houston, Texas, 77055, is the owner of a tract of land comprising ~~2.639~~ 693 acres, more or less, being located at ~~1065 Bingle Road~~ Voss Rd and north of Briar Gully, (the "Property") within the corporate limits of the City of Spring Valley Village, Texas, said tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, ~~a large portion of~~ the Property is presently zoned ~~Bingle West Planned Area Development District ("BWPADD")~~ as ~~Dolphin's Cove PADD~~ pursuant to the City's Zoning Ordinance, ~~as amended~~; and

WHEREAS, ~~Cobb, Fendley & Associates, Inc., whose contact is Tyler Broom, P. E., 13430 Northwest Freeway, Suite 1100, Houston, Texas, 77040, on behalf of the Owner and Applicant~~ has presented an application for the City to ~~Approve a Planned Area~~

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Commented [AP1]: Dorado Builders is the actual applicant and has the property under contract, but Dad's club may need to be the applicant until the title is transferred to Dorado

Commented [AP2]: Update

Commented [AP3]: Confirm acreage

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Development ("PAD") called Dolphin's Cove Planned Area Development ("Dolphin's

~~Amend the Dolphin's Cove PAD") in order to allow PADD (the construction, operation and use of a single family residential subdivision; "Dolphin's Cove PADD amendment");~~

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~~WHEREAS, the Applicant wishes to implement, via this Dolphin's Cove PADD Amendment, the single-family residential subdivision via the Dolphin's Cove PADD amendment originally contemplated by ORDINANCE NO. 2018-30 but with some adjustments to allow for access via a vehicular bridge from Voss Rd;~~

WHEREAS, the Dolphin's Cove ~~PAD~~PADD Amendment application (the "Application"), ~~an application~~

~~dated April 27, 2018~~August 14, 2025 and other required attachments ~~and Application documents are all~~are collectively attached hereto as Exhibit "B";

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~~WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance relevant ordinances of the City, a public hearing on the proposal~~proposed changes to change the zoning for the Property;

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WHEREAS, the purpose and intent of the Dolphin's Cove ~~PAD~~PADD Amendment is to provide for a single-family residential development that includes four (4) residential lots with ~~all lots ranging in size from 13,374~~exceeding the 12,000 square feet ~~to 20,638 square feet~~minimum size required by City of Spring Valley;

WHEREAS, the ~~Planning and Zoning Commission did not recommend approval; however, the City Council now deems it appropriate to approve the previously found that the~~ Dolphin's Cove ~~PAD~~PADD and ~~grant such proposed changes in the zoning district classification of the Property subject to the terms and conditions hereof; and~~

~~WHEREAS, the City Council finds that the proposed Dolphin's Cove PAD~~PADD (Ordinance 2018-30) is consistent with the City's comprehensive plan, ~~and that the~~

~~comprehensive plan of;~~

WHEREAS, the City ~~should be amended to include the proposed~~ Council finds that the Dolphin's Cove ~~PAD~~PADD Amendment is consistent with the intent of Ordinance 2018-30, and that the City Council should approve the Dolphin Cove PADD Amendment Ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE TEXAS:

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Section 1. The facts and matters set forth in the preamble of this Dolphin's Cove PADD Amendment Ordinance are hereby found to be true and correct.

Section 2. The Application for the Dolphin's Cove PADPADD Amendment is hereby approved subject to the regulations, restrictions, terms and conditions hereinafter set forth.

Section 3. The Zoning District Map of the City of Spring Valley Village, Texas, shall ~~be revised and amended to show the designation of the 2.639-acre tract located at 1065 Bingle Road Property (as provided/Described in the preamble hereof/Exhibit A) as the Property subject to the Dolphin's Cove Planned Area Development ("Dolphin's Cove PAD"), with the appropriate reference thereon to the number and effective date of this PADD Amendment Ordinance and a brief description of the nature of the change.~~

Commented [AP4]: Confirm

Section 4. This Dolphin's Cove PADD Amendment Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except ~~the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms and conditions of the Dolphin's Cove PAD provided for herein-replacing Ordinance 2018-30 with this Dad's Cove PADD Amendment Ordinance which contains materially identical requirements as Ordinance 2018-30 except for slight boundary modifications and providing access to the Property from Voss Rd via a vehicular bridge (and other minor changes noted herein).~~

Section 5. The Dolphin's Cove ~~PAD~~PADD Amendment use authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions and covenants:

A. Compliance with Application and Site Plans. The granting of the Dolphin's Cove ~~PAD~~PADD Amendment shall be, and is hereby, conditioned upon the proposed improvements being located, constructed, and conducted upon the Property in substantial compliance with the Application ~~dated April 27, 2018, (the "Application").~~

B. Buildings: setbacks, lot sizes:

1. The development within the Dolphin's Cove ~~PAD~~PADD Amendment shall consist of four (4) single-family residential lots with a ~~lot size ranging between 13,374 and~~

~~20,638 square feet with a~~ minimum lot size of 12,000 square feet.

2. Setbacks. All structures shall comply with the setback requirements contained in Section 5 of the City's zoning ordinance applicable to structures in Dwelling District "A".

3. Lot depth. Lots shall have a minimum depth of ~~400~~120 feet.

C. Access: Cul-de-Sac: Parking facilities.

1. Access. Access shall be permitted from ~~Bingle Road~~Voss Rd as indicated on the

application, with a minimum right-of-way width of ~~twenty~~fifty feet (~~20'~~50') and a minimum pavement width of twenty feet (~~20'~~20') ~~on the vehicular bridge over Briar Gully and a minimum pavement width of 28' on the proposed street.~~ Ingress and egress to the development from ~~Bingle Road~~Voss Rd shall be by right turn ~~only, and owner shall extend the existing median on Bingle Road to disallow as well as left turns at its own cost. Owner shall obtain, at its sole cost, Temporary Construction Easements from adjacent landowners of sufficient size and time to allow the construction of the development and all infrastructure related thereto. Such Temporary Construction Easements shall be provided to Owner to City prior to any construction occurring~~turn in. Owner shall, at its sole cost, construct temporary fencing sufficient to satisfy the adjacent property owners during construction of the development.

~~Owner. A 5' sidewalk shall obtain a view easement be constructed on the north/south side of the intersection of new proposed street between the access road/proposed bridge and Bingle Road sufficient to maintain and preserve a visibility triangle as required by the City's ordinances.~~cul-de-sac.

2. Cul-de-Sac. The development shall be permitted to construct a cul-de-sac to accommodate the residential lots with a minimum fifty foot (50') right-of-way width and a minimum pavement width of forty-five feet (45'). The maximum cul-de-sac length shall be ~~700~~650 feet.

3. Parking and access at the property shall comply with applicable City ordinances except as modified, amended or superseded by this ordinance.

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D. Occupancy/Use.

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1. General uses. The property may be used for single-family residential purposes consistent with Dwelling District "A" without restriction.

2. Initial construction hours are between 7:00 am and 7:00 p.m. Monday - Friday and between 9:00 am and 6:00 pm Saturday - Sunday. Emergency maintenance shall be excluded from these restrictions when delays would cause damage to property or persons or significant interruptions to business activity.

E. Landscape/Fencing/Lighting.

1. Landscaping required. The landscaping and irrigation for the property shall meet or exceed City ordinance requirements. Each property owner shall ~~plant~~ and maintain trees in accordance with the City's tree regulations, including Spring Valley Article 3.1000. The Owner shall make best efforts to preserve all native trees not affected by construction plan. A tree preservation plan shall be submitted and approved by the City per Article 3.1000 prior to commencing construction.

2. Landscape maintenance. Landscape maintenance shall be permitted in accordance with City ordinances.

3. Fencing. Fencing shall comply with the City's applicable ordinances.

~~Owner shall construct a brick fence on the north side of its access road in a style that substantially matches the brick fence located on Bingle Road immediately north of the intersection of the access road and Bingle Road.~~

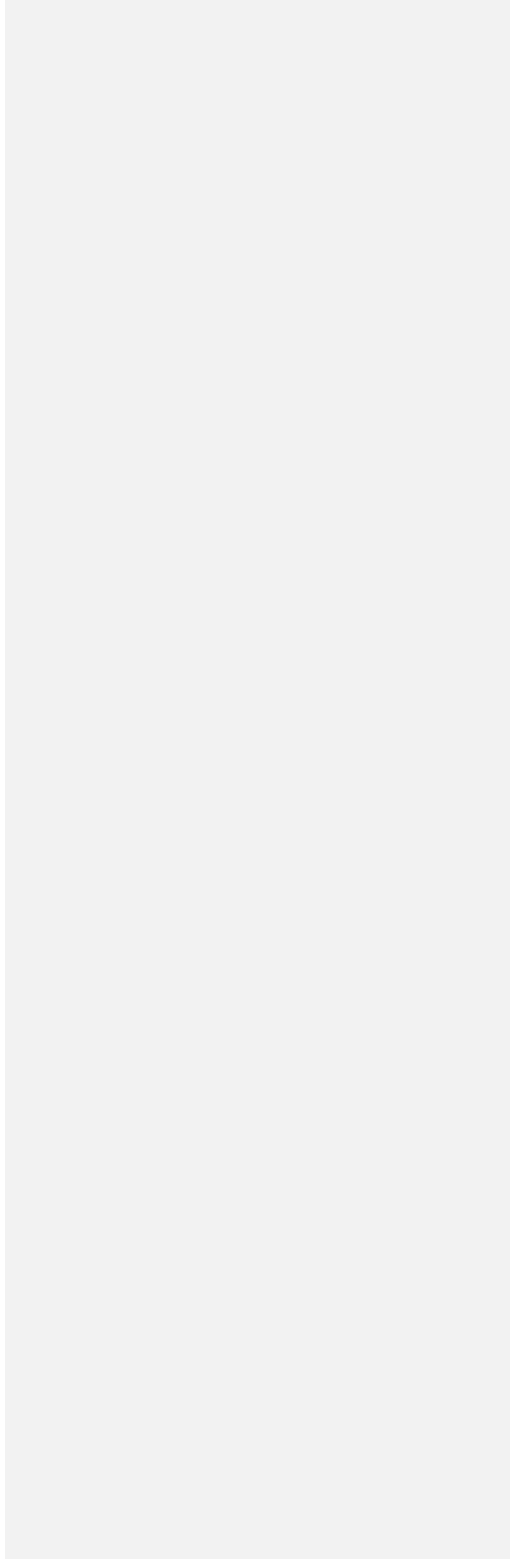
4. Outdoor lighting. Lighting shall be provided in substantial compliance with all applicable City ordinances.

F. Drainage Systems and Utilities.

1. Drainage Systems. The Owners shall design and construct storm water infrastructure to limit storm water run-off to the property's existing design capacity and in

Commented [AP5]: Not applicable because the 20' access road from Bingle Rd will not be utilized. The rear fences of all the neighbors to the North of the proposed access Street all have a wooden rear fence

compliance with all applicable City regulations. The storm water drainage utilities shall be



constructed under the ~~access road~~20' utility easement and directed to the City's existing storm water system at Bingle Road.

2. Utilities. ~~Waste water utilities shall be constructed without a lift station and shall not be constructed under any paved surface.~~The Owners shall design and construct a public wastewater line along the new road to be constructed and along the 20' utility easement that ties into the existing 12" wastewater main on Bingle Rd. However, if it is not feasible to construct such a system without the use of pumps, a secondary backup option would be for Owner to design and construct a system acceptable to the City whereby each home in the subdivision has a private sanitary pump that ties into a public wastewater force main to be built constructed by Owner that ties into the City wastewater line along Voss Rd. Under this scenario, each homeowner would be responsible for providing maintenance, service, and power to the private sanitary pump.

Section 6. The City Council finds that the proposed Dolphin's Cove ~~PADPADD~~ Amendment is consistent with the City's comprehensive plan; further, the City Council amends the City's comprehensive plan ~~to include the proposed and replaces Ordinance 2018-30 with this~~ Dolphin's Cove PADPADD Amendment Ordinance.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Dolphin's Cove PADD Amendment Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same

notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 8. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Dolphin's Cove PADD Amendment Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 9. Attached to this ordinance are the following documents:

- ▲ ~~Exhibit E~~ Legal Description & Site Plan; and
- ~~XHIBIT~~ EXHIBIT B: The Application-
- A: ~~Exhibit~~
- B:-

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ADOPTED _____

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~~Adopted this the 13th day of November, 2018,~~ 2025

~~Tom S.
Ramsey~~

ATTEST:

~~Marcus
Vajdos~~

~~Mayor~~

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Attest:

~~Jasmin Torres
City Secretary~~

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**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following:

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, October 14, 2025

Time: 6:30 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, October 28, 2025

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Community Development Manager, Jose Gomez at (713) 465-8308.



EST. 1955

SPRING VALLEY VILLAGE

September 18, 2025

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY AMENDING AND RESTATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (DOLPHIN'S COVE PAD) CREATED PURSUANT TO ORDINANCE NO 2018-30 CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY SUBSTITUTING THE DOLPHIN'S COVE PADD PROPERTY DESCRIPTION WITH A NEW PROPERTY DESCRIPTION; PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, October 14, 2025
Time: 6:30 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

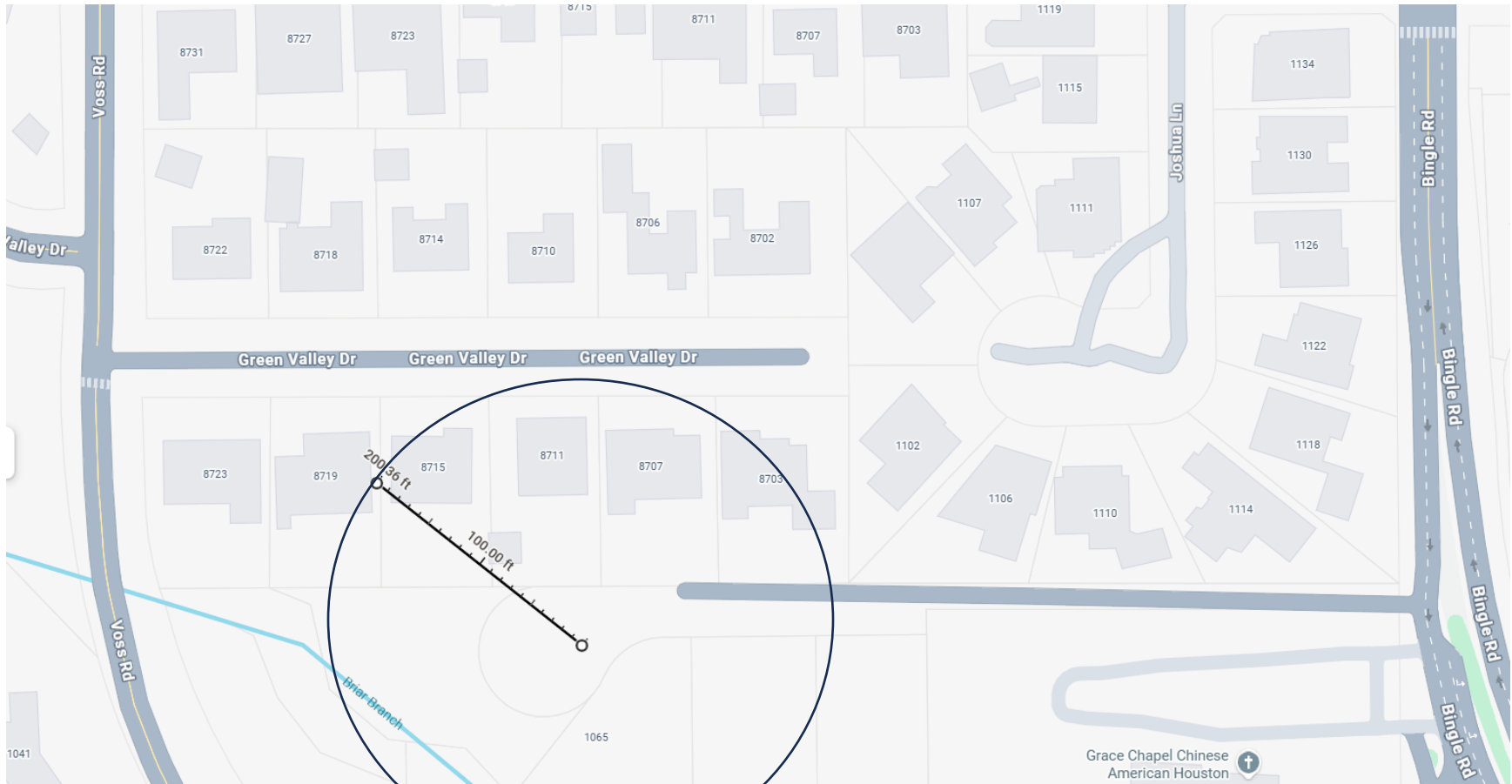
The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, October 28, 2025
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

This notice is being sent to you as current property records indicate that you own property in close proximity to Dolphine Cove, East of Voss Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or jgomez@springvalleytx.com.

Sincerely,

Development Service Manager





EST. 1955

SPRING VALLEY
V I L L A G E

CITY OF SPRING VALLEY VILLAGE

ZONING SIGNAGE
CRITERIA
SUBMITTAL PACKET

(Planning & Zoning Commission)

SPRING VALLEY VILLAGE 1025 CAMPBELL ROAD HOUSTON, TEXAS 77055



AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. _____

Date of Planning and Zoning Commission Meeting: October 14, 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Antonio Padua hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at 1065 Bingle Rd

Posting of said signs was accomplished on _____ as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along Voss Rd and Bingle Rd

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

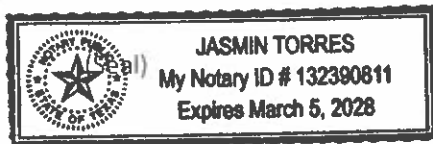
Executed this date: 9/24/25

Printed Name of Applicant or Authorized Representative for Zoning Case No. Antonio Padua

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 9/24/25

Notary Public [Signature]



PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) seven (7) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY:

Date/Time submitted: 9/25/2025 9:07AM Verified by: [Signature]



AFFIDAVIT OF SIGN MAINTENANCE

(Re)Zoning Case No. _____

Date of Council Meeting: October, 28 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Antonio Padua hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 1065 Bingle Rd

Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date 9/24/25 within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

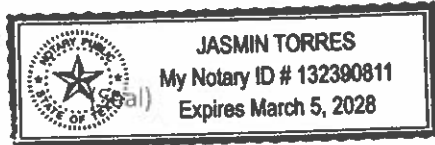
I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change, and return them to the City Secretary at the City Hall.

Executed this date: 9/24/25

Printed Name of Applicant or Authorized Representative for Zoning Case No. Antonio Padua

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 9/24/25



Notary Public [Signature]

PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: 9/25/2025 9:57 A.M. Verified by: [Signature]

Current Owner / Resident

8722 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8707 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8718 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8703 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8714 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

1041 Voss Rd.
Houston, TX 77055

Current Owner / Resident

8710 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

1006 Voss Rd.
Houston, TX 77055

Current Owner / Resident

8706 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

1055 Bingle Rd.
Houston, TX 77055

Current Owner / Resident

8702 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8723 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8719 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8715 Green Valley Dr.
Houston, TX 77055

Current Owner / Resident

8711 Green Valley Dr.
Houston, TX 77055



**Spring Valley Village Planning and
Zoning Commission
Agenda Item Data Sheet**

MEETING DATE:	October 14, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	DISCUSSION CONCERNING: PROPOSED AMENDMENTS TO ARTICLE 9.100 - SUBDIVISION REGULATIONS

BACKGROUND:	<p>Proposed Amendments to Chapter 9 – Subdivisions Staff Recommendation</p> <p>Staff has reviewed Chapter 9 – Subdivisions and recommends the following amendments to ensure compliance with the Texas Local Government Code, particularly Section 212.0065 – Delegation of Approval Responsibility and Section 212.009 – Approval Procedure: Initial Approval.</p> <p>1. Delegation of Authority for Plat Approval Currently, under the code of ordinances, section 9.117 Replats requires any replat that does not require a variance or an exception to be reviewed and approved by both the Planning and Zoning Commission and the City Council—these two approval processes conflict with the time constraints established in the Local Government Code.</p> <p>To ensure compliance and streamline the plat approval process, staff recommend the following changes:</p> <ul style="list-style-type: none"> • Replats that do not require a variance or exceptions may be reviewed and approved administratively by City staff. • Delegated City staff the authority to approve the types of plats, replats, for which such delegation is authorized by V.T.C.A., Local Government Code, § 212.0065 <ul style="list-style-type: none"> ○ City staff shall not be authorized to approve any plat or replant that: <ul style="list-style-type: none"> ▪ Increases the number of subdivided lots
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- Creates irregularly shaped lots
 - Reduces or adversely affects any front yard, side yard, street area, public easement or other public property
 - Requires a variance or other discretionary approval by the commission
 - Requires a public hearing
 - Is not clearly within the scope of said V.T.C.A., Local Government Code § 212.0065
 - Does not clearly comply with this chapter, Chapter 9 of this Code, and other applicable regulations.
- The Planning and Zoning Commission shall be delegated final authority to approve plats.

These changes align with Section 212.0065 of the Local Government Code, which allows governing bodies to delegate plat approval authority under certain conditions.

2. Public Hearing Requirements

Staff recommends clarifying the requirements for public hearings related to replats:

- When a proposed replat or plat requires public notification, only one public hearing shall be necessary for both Planning and Zoning and City Council.
- If a replat does not require a variance or exception, no public hearing shall be required.

3. Compliance with Section 212.009 – Plat Approval Deadlines

Currently, Section 9.116 – Procedure; Review and Approval of Plats allows for 30 days of review by the Planning and Zoning Commission and an additional 30 days for the City Council, totaling 60 days.

Under Section 212.009 of the Local Government Code, the governing body or its delegated authority must act on a plat within 30 days of the date the plat is filed. If no action is taken within this period, the plat is automatically approved.

To comply with Local Government Code, Chapter 9 must be amended to ensure that all plat decisions—whether by staff, Planning and Zoning, or City Council—are completed within the 30-day timeframe, by giving delegation authority to staff and delegating the final authority to approve preliminary and final plats to the Planning and Zoning Commission.

4. Definition Updates and Terminology Changes

To support the changes above, the following updates are recommended:

- Section 9.102 – Definitions: Add a new definition for “Administrative Official”, to clarify the role and authority of staff responsible for basic plat approvals.
- Replace all references to “Director of Community Development” with “Administrative Official” for consistency and alignment with updated responsibilities in sections 9.114 and 9.117.

ATTACHMENTS: None

FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: No action is required at this time. This is a discussion item.