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CITY SECRETARY
DALLAS, TEXAS



Public Notice

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POSTED CITY SECRETARY
DALLAS, TX

BOARD OF ADJUSTMENT (PANEL C)

**AUGUST 18, 2025, BRIEFING AT 10:00 A.M. AND
THE PUBLIC HEARING AT 1:00 P.M.**

Dallas City Hall, 6ES COUNCIL BRIEFING, and Videoconference

Video Conference Link: <https://bit.ly/boa0818>

Telephone: (408) 418-9388, Access Code: 325527

The City of Dallas will make Reasonable Accommodations/Modifications to programs and/or other related activities to ensure any and all residents have access to services and resources to ensure an equitable and inclusive meeting. Anyone requiring auxiliary aid, service, and/or translation to fully participate in the meeting should notify the Board of Adjustment by calling (214) 670-4127 three (3) business days prior to the scheduled meeting. A video stream of the meeting will be available twenty-four (24) hours after adjournment by visiting <https://dallastx.new.swagit.com/views/113>.

Individuals and interested parties wishing to speak must register with the Board of Adjustment at <https://bit.ly/BDA-C-Register> or call (214) 670-4127, by **5 p.m. on Sunday, August 17, 2025. In person speakers can register at the hearing.**

La Ciudad de Dallas llevará a cabo Adecuaciones/Modificaciones Razonables a los programas y/u otras actividades relacionadas para asegurar que todos y cada uno de los residentes tengan acceso a los servicios y recursos para asegurar una reunión equitativa e inclusiva. Cualquier persona que requiera asistencia adicional, servicio y/o interpretación para poder participar de forma íntegra en la reunión debe notificar a Junta de Ajustes llamando al (214) 670-4127 tres (3) días hábiles antes de la reunión programada. Una transmisión en video de la reunión estará disponible dos días hábiles luego de la finalización de la reunión en <https://dallastx.new.swagit.com/views/113>.

Las personas y las partes interesadas que deseen hacer uso de la palabra deben registrarse en Junta de Ajustes en <https://bit.ly/BDA-C-Register> o llamando al (214) 670-4127, **antes de las 5 p.m. Domingo, 17 de Agosto, 2025. Las Personas que quieran hablar en persona, se pueden registrar en la Audiencia.**

AGENDA

- | | | |
|-------|---------------------------------------|----------------------------|
| I. | Call to Order | Robert Agnich, Vice-Chair |
| II. | Review of Goals and Objectives | David A. Neumann, Chairman |
| III. | Staff Presentation/Briefing | |
| IV. | Public Hearing | Board of Adjustment |
| V. | Public Testimony | |
| VI. | Miscellaneous Items | |
| VII. | Case Docket | Board of Adjustment |
| | - Uncontested Items | |
| | - Holdover Items | |
| | - Individual Items | |
| VIII. | Adjournment | |

HANDGUN PROHIBITION NOTICE FOR MEETINGS OF GOVERNMENTAL ENTITIES

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

"De acuerdo con la sección 30.06 del código penal (ingreso sin autorización de un titular de una licencia con una pistola oculta), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola oculta."

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

"De acuerdo con la sección 30.07 del código penal (ingreso sin autorización de un titular de una licencia con una pistola a la vista), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola a la vista."

"Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon into any open meeting on this property."

"De conformidad con la Sección 46.03, Código Penal (coloca armas prohibidas), una persona no puede llevar un arma de fuego u otra arma a ninguna reunión abierta en esta propiedad."

EXECUTIVE SESSION NOTICE

A closed executive session may be held if the discussion of any of the above agenda items concerns one of the following:

1. seeking the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. [Tex. Govt. Code §551.071]
2. deliberating the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.072]
3. deliberating a negotiated contract for a prospective gift or donation to the city if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.073]
4. deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. [Tex. Govt. Code §551.074]
5. deliberating the deployment, or specific occasions for implementation, of security personnel or devices. [Tex. Govt. Code §551.076]
6. discussing or deliberating commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay or expand in or near the city and with which the city is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. [Tex Govt. Code §551.087]
7. deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementations of security personnel, critical infrastructure, or security devices. [Tex Govt. Code §551.089]

Board of Adjustment Agenda
Monday, August 18, 2025

- Review of Goals and Objectives David A. Neumann, Chairman Pg. 4

MISCELLANEOUS ITEM(S)

- Approval of Panel C Minutes – July 14, 2025 Pg. 8

- BOA-25-000048_FW1** 1315 MCKENZIE STREET Pg. 27
REQUEST: Application of Edwin Marulanda Vargas for fee waivers for **(1)** a variance to the off-street parking regulations, and for **(2)** a special exception to the landscape regulations

UNCONTESTED CASE(S)

- BOA-25-000018(KMH)** 2801 WYCLIFF AVENUE Pg. 28
REQUEST: Application of Mehrdad Moyaedi represented by Philip Kingston for **(1)** a variance to the off-street parking regulations.

- BOA-25-000019(DB)** 1934 ELMWOOD BOULEVARD Pg. 90
REQUEST: Application of Audra Buckley for **(1)** a special exception to the single-family use regulations.

- BOA-25-000020(DB)** 6827 SANTA FE AVENUE Pg. 108
REQUEST: Application of Jennifer Hiromoto for **(1)** a variance to the maximum building height regulations.

- BOA-25-000027(BT)** 5601 SANTA FE AVENUE Pg. 126
REQUEST: Application of Robert Baldwin for **(1)** a special exception to the fence height regulations, and for **(2)** a special exception to the fence opacity regulations.

HOLDOVER

NONE

INDIVIDUAL CASES

- BOA-25-000028(BT)** 4501 AFTON STREET Pg. 143
REQUEST: Application of Faisal Rehman for **(1)** a special exception to the landscaping regulations.

CITY OF DALLAS
BOARD OF ADJUSTMENT

2024–2025 Goals and Objectives Update

Reporting Period: October 2024 – July 2025

Prepared by:

Mr. David A. Neumann, Chairman

Dr. Kameka Miller-Hoskins, Board Administrator/Chief Planner

Date: August 18, 2025

This report outlines progress made toward the Board of Adjustment's (BOA) adopted goals and objectives for the 2024–2025 fiscal year. It reflects the continued commitment of BOA staff and Board Members to uphold fairness, transparency, and operational excellence when citizens and property owners make application to the Board of Adjustment.

Adopted 2024 - 2025 Goals & Objectives

1. Ensure Fairness to every property owner who appeal to the Board of Adjustment (BOA) through Timeliness and Accuracy for a hearing, and Transparency to the public. Strive to consistently provide a fair and complete evaluation of all relevant facts from the applicant and staff on each appeal as they apply to a predefined standard.

- Application process streamlined via DallasNow
 - DallasNow is the city's new case management and permitting platform designed to streamline application processing, increase transparency, and support interdepartmental collaboration. BOA staff played a key role in tailoring the platform workflows to match the nuances of the variance and special exception submittal processes. This new platform allows for the following
 - Fully digital application submittal and document upload
 - Real-time case tracking accessible to applicants and staff
 - Automatic timestamping to help enforce timeliness
 - Centralized case file management with access to zoning, GIS, notification data, etc.
- Staff have placed greater emphasis on pre-submittal consultations, improving applicant understanding and reducing procedural confusion.
 - Pre-submittal consultations have resulted in more complete applications, fewer delays caused by incorrect or missing documentation, and a more enhanced understanding of BOA requirements by property owners.

2. Staff and Board to provide a public hearing for property owner appeals to BOA within 60 days on average from the taxpayer application. Potentially modify BOA Panel hearing caseload management in extraordinary circumstances. Continue to use a verifiable predefined consistent measurement of days from application to Hearing, (State law requires a hearing within 60 days for an Administrative Official appeal and 30 days for Plats)

- The average number of days from intake to hearing has significantly improved and now stands at just 54 days – well below the 60-day target. This achievement reflects the successful implementation of more efficient workflows, as well as extending application deadlines to minimize time between application and hearing decision. Staff has consistently worked hard to process cases more efficiently and effectively without compromising quality or accuracy.

3. Process Improvement: Review the appeals process for opportunities to streamline processes and remove unnecessary steps. Identify ways to make the application process more accessible to “non-professional” users and applicants. Panel hearings to be 100% attended by Members or Alternates (5 of 5) to ensure a full panel's deliberation for the applicant.

- Applicants can now submit all application materials through the DallasNow portal, significantly improving accessibility for non-professional users.
- The Board Secretary coordinates with the Chairman of the Board each month to anticipate member absences and fill those with available Alternate Members in an attempt to have full 5-member panels.

- From October 2024 to July 2025, there have been a total of 27 meetings. Of those 27 scheduled meetings, there were only four meetings where there was not a full 5-member panel.
- 85% of the meetings held had full five-member panels

4. Staff's comprehensive and technical analysis for appeal hearings utilizes current maps and information with enhanced photos and property comparisons to include the surrounding properties within 200 feet of the appeal location. Supplement with readily available technology for the Board. Staff to proofread all presentations to ensure improved accuracy.

- Staff have incorporated Google Street View, accompanied by zoning maps, notification maps, real-time photographs, and 360-degree videos to provide a more complete context of the property in question and the surrounding 200-foot properties.
- A new standing presentation review meeting is now held before each hearing to ensure accuracy and alignment across all case reports.

5. Website enhancements to include an interactive map and case lookup, adapted from the "pending cases" section of the website for cases current and past that, allows a user to find the case of their interest and immediately see filings, status and contact information about the case. Create a user friendly application flowchart/process to guide a property owner start to finish.

- The BOA webpage is being updated weekly and/or as needed to ensure proper updates are available to the public. Visual clutter has been improved.
 - The Pending Case Log tab on the website is a new feature that allows the public access to all new cases and application materials once it has been accepted and assigned to a Panel and Senior Planner.
- All relevant forms and documents are now updated weekly (or as needed) to ensure applicants have current materials.

6. Quarterly enhanced training of members/alternates on rules, conflicts of interest, criteria for decision making and onboarding of new appointees.

- The goal remains in progress, with a critical focus on new member onboarding. Staff is working to develop a new member orientation training that should be available to new members by September 30th.

CITY OF DALLAS

BOARD OF ADJUSTMENT

Proposed 2025–2026 Goals & Objectives Input Sheet and Recommendations to the
BOA Officers

Please use the space below to suggest new or revised goals and objectives for the
2025–2026 fiscal year. Numbered lines are provided for ease of reference and
discussion.

1.

2.

3.

4.

5.

6.



BOARD OF ADJUSTMENT

Panel C Minutes

July 14, 2025

DRAFT

6ES Council Briefing

24957316190@dallascityhall.webex.com

Robert Agnich, Vice-Chair

PRESENT: [5]

Robert Agnich, VC	
Meridyth Griffin	
Rodney Milliken	
Jared Slade	
Dr. Emmanuel Glover	

ABSENT: [1]

Roger Sashington	

Vice-Chair Agnich called the briefing to order at **10:30 A.M.** with a quorum of the Board of Adjustment present.

Vice-Chair Agnich called the hearing to order at **1:00 P.M.** with a quorum of the Board of Adjustment present.

The Chairperson stated that no action of the Board of Adjustment shall set a precedent. Each case must be decided upon its own merits and circumstances, unless otherwise indicated, each use is presumed to be a legal use. Each appeal must necessarily stand upon the facts and testimony presented before the Board of Adjustment at this public hearing, as well as the Board's inspection of the property.

PUBLIC SPEAKERS

The Board of Adjustment provided public testimony opportunities for individuals to comment on matters that were scheduled on the posted meeting agenda.

- No Public Speakers registered.

MISCELLANEOUS ITEMS

Approval of the Board of Adjustment Panel C, June 16, 2025, Minutes as presented during the briefing.

A motion was made to approve Panel C, June 16, 2025, Public Hearing minutes.

Maker:	Rodney Milliken				
Second:	Dr. Emmanuel Glover				
Results:	5-0 unanimously				Motion to approve
		Ayes:	-	5	Robert Agnich, Rodney Milliken, Jared Slade, Meridyth Griffin & Dr. Emmanuel Glover
		Against:	-	0	

INDIVIDUAL CASES

1. 8418 PLAINVIEW DRIVE

BOA-25-000012(BT)

BUILDING OFFICIAL'S REPORT: Application of Brandon Elias, represented by Kevin Jara, for **(1)** a variance to the side-yard setback regulations, **(2)** a special exception to the single-family use regulations, **(3)** a variance to the rear-yard setback regulations, and **(4)** a variance to the lot coverage regulations at **8418 PLAINVIEW DRIVE**. This property is more fully described as Block 3/8526, Lot 12, and is zoned A(A), which requires a side-yard setback of 20-feet, limits the number of dwelling units to one, requires a rear-yard setback of 50-feet, and limits the lot coverage to 10 percent for residential structures. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 5-foot 4-inch side-yard setback, which will require **(1)** a 14-foot 8-inch variance to side yard setback regulations, and to construct and/or maintain an additional dwelling unit (not for rent), which will require **(2)** a special exception to the single-family use regulations, and to construct and/or maintain a single-family residential accessory structure and provide a 46-foot rear yard setback, which will require **(3)** a 4-foot variance to rear-yard setback regulations, and to construct and/or maintain a single-family residential structure with 1,395 square feet of floor area and an accessory residential structure with 341 square feet of floor area, resulting in a combined floor area of 1,736 square feet, which will require **(4)** a 257-square-foot variance to the lot coverage.

LOCATION: 8418 Plainview Drive

APPLICANT: Brandon Elias

Representative: Kevin Jara

REQUEST:

1. a variance to the side-yard setback regulations;
2. a special exception to the single-family use regulations;
3. a variance to the rear-yard setback regulations; and

4. a variance to the lot coverage regulations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front yard, **side yard**, **rear yard**, lot width, lot depth, **lot coverage**, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- (A) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (B) necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such a **restrictive area, shape, or slope**, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- (C) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STANDARD FOR A SPECIAL EXCEPTION TO THE SINGLE-FAMILY USE REGULATIONS TO AUTHORIZE AN ADDITIONAL DWELLING UNIT:

Section 51A-4.209(b)(6)(E)(i) of the Dallas Development Code specifies that the board may grant a special exception to the single-family use regulations of the Dallas Development Code to authorize an additional dwelling unit on a lot when, in the opinion of the board, the additional dwelling unit **will not**:

- 1) **be used as rental accommodations**; or
- 2) **adversely affect neighboring properties.**

Section 51A-4.209(b)(6)(E)(ii) states that in granting this type of special exception, the board shall require the applicant to deed restrict the subject property to prevent the use of the additional dwelling unit as rental accommodations.

STAFF RECOMMENDATION:

Variance to the side-yard setback regulations:

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received.
- B. Lot is restrictive in buildable **area**, typical A(A) lot size is 3 acres (130,680 square feet), and the applicant lot size is 14,929.4 square feet (0.3427 of an acre). Most restrictive residential side-yard setback is 10 feet, A(A) is 20 feet; therefore, it cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Not self-created nor is it a personal hardship.

Variance to the rear-yard setback regulations:

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received.
- B. Lot is restrictive in buildable **area**, typical A(A) lot size is 3 acres (130,680 square feet), and the applicant lot size is 14,929.4 square feet (0.3427 of an acre). Most restrictive residential rear-yard setback is 10 feet, A(A) is 20 feet; therefore, it cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Not self-created nor is it a personal hardship.

Variance to the lot coverage regulations:

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest as no letters of opposition were received.
- B. Lot is restrictive in buildable **area**, shape, or slope; Lot is restrictive in buildable area, typical A(A) lot size is 3 acres (130,680 square feet), and the applicant lot size is 14,929.4 square feet (0.3427 of an acre). Most restrictive residential lot coverage is 40 percent (5,971.6 square feet), A(A) is 10 percent (1,492.9 square feet); therefore, it cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- C. Not self-created nor is it a personal hardship.

Special Exceptions (1):

No staff recommendation is made on this request for a special exception to authorize an additional dwelling unit since the basis for this type of appeal is when in the opinion of the board, the additional

dwelling unit will not: 1) be used as rental accommodations; or 2) adversely affect neighboring properties.

BACKGROUND INFORMATION:

Zoning:

Site: A(A) (Agricultural District)
North: A(A) (Agricultural District)
East: A(A) (Agricultural District)
South: IR (Industrial/research District) & MU-1 (Mixed Use District)
West: A(A) (Agricultural District)

Land Use:

The subject site is developed with single-family use and surrounding properties are developed with single-family uses vacant lots and non-residential uses to the immediate south.

BDA History:

No BDA history has been found within the last 5 years

GENERAL FACTS/STAFF ANALYSIS:

- The application of Brandon Elias, represented by Kevin Jara, for the property located at 8418 Plainview Drive focuses on four requests relating to the side-yard setback regulations, the single-family use regulations, rear-yard setback regulations, and lot coverage regulations.
- The first request is for a variance to the side-yard setback regulations. The applicant is proposing to construct and maintain a single-family residential accessory structure and provide a 5-foot 4-inch side-yard setback.
 - Traditional single-family development has similar square footage ranges from 6-foot to 10-foot side-yard setbacks.
- The second request is for a special exception to the single-family use regulations. The applicant is proposing to construct and maintain an additional dwelling unit (not for rent), which will require a special exception to the single-family zoning use regulations
- The third request is for a variance to the rear-yard setback regulations. The applicant is proposing to construct and maintain a single-family residential accessory structure and provide a 46-foot rear-yard setback.
 - Traditional single-family development lots with similar square footage ranges from 6-foot to 10-foot rear-yard setbacks.
- Lastly, the applicant is requesting a variance to the lot coverage regulations. The applicant is proposing to construct and maintain a single-family residential structure and an accessory residential structure providing 11.6 percent lot coverage.
 - Traditional single-family development lots are allowed up to 40 percent lot coverage.
 - This lot is zoned A(A) which requires a minimum lot size of three acres (130,680 square feet), similar lot sizes in the area average 10,000 square feet.
 - The accessory residential structure is approximately 341 square feet (24.4 percent).

- Typical residential zoning provides provision for accessory structures, allowing construction in the side and rear yard setbacks provided the location is in the rear 30 percent of the lot and does not exceed 15-feet in height. This provision is not part of A(A).
- Per staff's review of the subject site, it has been confirmed that the accessory residential structure has been constructed onsite.
- The applicant has the burden of proof in establishing the following:
 - 1) That granting the variance to the side-yard setback, rear-yard setback, and lot coverage will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
 - 2) The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
 - 3) The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.
- The Dallas Development Code states that only one dwelling unit may be located on a lot and that the Board of Adjustment may grant a special exception to this provision and authorize an additional dwelling unit on a lot when, in the opinion of the board, the special exception will not: (1) be use as rental accommodations; or (2) adversely affect neighboring properties.
- The applicant has the burden of proof in establishing that the special exception to the single-family use regulations will not adversely affect the neighboring properties and will not be used as rental accommodations.
- Granting the special exception to the single-family use regulation, variance to the side-yard setback, rear-yard setback, and lot coverage regulations with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents. Granting the special exception to the single-family use regulations would also require the applicant to deed restrict the subject property to prevent the use of the additional dwelling use as rental accommodations.
- 200' Radius Video: [BOA-25-000012 at 8418 Plainview Dr](#)

Timeline: _

May 15, 2025:	The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.
June 3, 2025:	The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel C.
June 11, 2025:	The Planning and Development Senior Planner emailed the applicant the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the **June 20, 2025**, deadline to submit additional evidence for staff to factor into their analysis; and **July 3, 2025**, deadline to submit additional evidence to be incorporated into the board's docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

June 26, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the **July** public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

Speakers:

For: No Speakers

Against: No Speakers

Motion

I move that the Board of Adjustment **GRANT** the following applications listed on the uncontested docket because it appears, from our evaluation of the property and all relevant evidence that the applications satisfy all the requirements of the Dallas Development Code and are consistent with the general purpose and intent of the Code, as applicable, to wit:

BOA-25-000012 – Application of Brandon Elias, represented by Kevin Jara, for a variance to the side-yard setback regulations, a special exception to the single-family use regulations, a variance to the rear-yard setback regulations, and a variance to the lot coverage regulations contained in the Dallas Development Code, is granted, subject to the following condition:

1. The applicant must deed restrict the subject property to prevent the use of the additional dwelling unit as rental accommodations.
2. Compliance with the most recent version of all submitted plans are required.

Maker:	Rodney Milliken				
Second:	Meridyth Griffin				
Results:	5-0 Unanimously				Motion to grant
		Ayes:	-	5	Robert Agnich, Rodney Milliken, Jared Slade, Meridyth Griffin & Dr. Emmanuel Glover
		Against:	-		

2. 3702 PENELOPE STREET
BOA-25-000013 (DB)

BUILDING OFFICIAL'S REPORT: Application of Birchard Humphrey for **(1)** a variance to the front-yard setback regulations at **3702 PENELOPE STREET**. This property is more fully described as Block C/1825, Part of Lot 1, and is zoned PD-595 (Subdistrict R-5(A)), which requires a front-yard setback of 20-feet. The applicant proposes to construct and/or maintain a single-family residential structure and provide a 5-foot front-yard setback along Cross Street, which will require a **(1)** 15-foot variance to the front-yard setback regulations.

LOCATION: 3702 PENELOPE ST

APPLICANT: Birchard Humphrey

REQUEST: (1) a variance to the front-yard setback regulations

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the **front yard**, side yard, rear yard, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- (D) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (E) necessary to permit development of a specific parcel of land that differs from other parcels of land by **being of such a restrictive area, shape, or slope**, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- (F) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

Variance:

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. Not contrary to the public interest, as no letters of opposition were received
- B. The lot is restrictive in terms of buildable area, shape, and/or slope. As a corner lot with front yard setbacks along both Penelope Street and Cross Street, it cannot be developed in a manner commensurate with other parcels in the same zoning district. Additionally, it is one of only two lots within a 200-foot radius that cannot apply the side yard setback provision described in Section 51A-4.401, resulting in reduced flexibility for development. This limitation likely stems from a portion of the site having previously been sold off as a metes and bounds tract, which triggered the application of a front yard setback in place of the standard side yard setback.
- C. Is not a self-created or personal hardship

BACKGROUND INFORMATION:

Zoning:

<u>Site:</u>	PD-595 (R-5(A)) (Single Family District)
<u>North:</u>	PD-595 (R-5(A)) (Single Family District)
<u>East:</u>	PD-595 (R-5(A)) (Single Family District)
<u>South:</u>	PD-595 (R-5(A)) (Single Family District)
<u>West:</u>	PD-595 (R-5(A)) (Single Family District)

Land Use:

The subject site is developed with a single-family residence and is surrounded by properties similarly developed with single-family homes.

Lot Square Footage:

This lot size is 3,976.74 square feet. (0.0917 of an acre)

BDA History:

No BDA history found within the last 5 years

GENERAL FACTS/STAFF ANALYSIS:

- The application of Birchard Humphrey, for the property located at 3702 Penelope Street, involves a request for a variance to the front-yard setback regulations.

- The applicant is requesting to construct and/or maintain a residential structure and provide a 5-foot front yard setback along Cross Street, which will require a 15-foot variance to the front-yard setback regulations.
- The applicant states that the lot's corner location with dual street frontage, combined with its smaller-than-average size, significantly limits the buildable area due to the required front yard setback. The requested variance would allow for a development that is more consistent with the existing neighborhood character and the residential structures on nearby lots.
- It is imperative to note that the subject site is a corner lot, having a 20-foot front-yard setback along Penelope Street and a 20-foot front-yard setback along Cross Street.
- Subject lot is zoned PD-595 (Subdistrict R-5(A)) which requires a minimum lot size of 5,000 square feet (0.115 of an acre).
- The subject lot is 3,976.74 square feet (approximately 0.0917 acres). Without the variance, the buildable area is limited to 994 square feet, which is only 25 percent of the lot. With the variance, the buildable area increases to 1,953 square feet, or approximately 49 percent of the lot.
- Per staff's review of the subject site, it has been confirmed that the single-family structure is proposed on a vacant lot.

The applicant has the burden of proof in establishing the following:

- That granting the variance to the front-yard setback regulations will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

- Granting the variance to the front yard setback regulations with a condition that the applicant complies with the submitted site plan and elevations would require the proposal to be constructed as shown on the submitted documents.
- 200-foot Notification area video [BOA-25-000014 at 3702 Penelope](#)

Timeline:

June 22, 2025: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.

June 6, 2025: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **A**.

June 11, 2025: The Planning and Development Project Coordinator emailed the applicant the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the June 20, 2025, deadline to submit additional evidence for staff to factor into their analysis; and July 3, 2025, deadline to submit additional evidence to be incorporated into the board’s docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

June 26, 2025: The Board of Adjustment staff review team meeting was held regarding this request, and other requests scheduled for the July public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Senior Plans Examiners Senior Project Coordinator-Residential, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.

July 1, 2025: Applicant was notified that the case has been reassigned from Panel A on Tuesday, July 15, 2025, to Panel C on Monday, July 14, 2025.

Speakers:

For: No Speakers

Against: No Speakers

Motion

I move that the Board of Adjustment **GRANT** the following applications listed on the uncontested docket because it appears, from our evaluation of the property and all relevant evidence that the applications satisfy all the requirements of the Dallas Development Code and are consistent with the general purpose and intent of the Code, as applicable, to wit:

BOA-25-000013 – Application of Birchard Humphrey, for a variance to the front-yard setback regulations contained in the Dallas Development Code, is granted, subject to the following condition:

Compliance with the most recent version of all submitted plans are required.

Maker:	Rodney Milliken				
Second:	Meridyth Griffin				
Results:	5-0				Motion to grant
		Ayes:	-	5	Robert Agnich, Rodney Milliken, Jared Slade, Meridyth Griffin & Dr. Emmanuel Glover
		Against:	-	0	

3. 9785 AUDUBON PLACE

BOA-25-000014(DB)

BUILDING OFFICIAL'S REPORT: Application of Jennifer Hiromoto for **(1)** a special exception to the fence height regulations at **9785 AUDUBON PLACE**. This property is more fully described as Block 14/5587, Lot 7, and is zoned R-1ac(A), which limits the height of a fence in the front yard to 4-feet. The applicant proposes to construct and/or maintain a 6-foot-high fence in a required front-yard, which will require **(1)** a 2-foot special exception to the fence height regulations.

LOCATION: 9785 Audubon Place

APPLICANT: Jennifer Hiromoto

REQUEST: A special exception to the fence height regulations.

STANDARD OF REVIEW FOR A SPECIAL EXCEPTION TO THE FENCE HEIGHT STANDARDS REGULATIONS:

Section 51A-4.602(a)(11) of the Dallas Development Code states that the board may grant a special exception to the fence standards in this subsection when, in the opinion of the board, the **special exception will not adversely affect neighboring property**.

STAFF RECOMMENDATION:

No staff recommendation is made on this request.

BACKGROUND INFORMATION:

Zoning:

Site: R-1ac(A)
North: PD 385
East: R-1ac(A)
South: R-1ac(A)
West: R-1ac(A)

Land Use:

The subject site is developed with a single-family home and is surrounded by properties similarly developed with single-family homes.

BDA History:

No BDA history within the last 5 years.

GENERAL FACTS/STAFF ANALYSIS:

- The application of Jennifer Hiromoto, for the property located at 9785 Audubon Place, involves a request for a special exception to the fence height regulations.
- The applicant proposes to construct and/or maintain a 6-foot-high fence in the required front yard, which exceeds the maximum 4-foot height limit permitted by the Dallas Development Code. Therefore, a 2-foot special exception is required.
- The applicant states that the proposed 6-foot fence will not adversely affect surrounding properties, as many homes in the area already feature fences taller than four feet.
- Based on the submitted site plan and elevations, the applicant proposes a 6-foot-high fence constructed with a combination of materials from the City's approved materials list, including brick or stone, plexiglass, and chain link.
- This request pertains only to the portion of the fence parallel to Audubon Place. All other existing fencing on the property is assumed to be in compliance with the development code.
- The Dallas Development Code allows fences in required front yards to be constructed up to a maximum height of 4 feet above grade, unless a special exception is granted.
- Staff has verified that the proposed fence does not obstruct visibility triangles, and that it does not raise opacity concerns.
- The burden of proof rests with the applicant to demonstrate that the requested special exception will not adversely impact neighboring properties.
- Granting the special exception to the fence height regulations with a condition that the applicant complies with the submitted site plan and elevations would require the proposal to be constructed as shown on the submitted documents.
- 200-foot Notification area video [BOA-25-000014 9785 Audubon](#)

Timeline:

June 11, 2025: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.

June 6, 2025: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel C.

June 11, 2025: The Planning and Development Project Coordinator emailed the applicant the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the June 20, 2025, deadline to submit additional evidence for staff to factor into their analysis; and July 3, 2025, deadline to submit additional evidence to be incorporated into the board's docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

June 26, 2025: The Board of Adjustment staff review team meeting was held regarding this request, and other requests scheduled for the July public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Senior Plans Examiners Senior Project Coordinator-Residential, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.

For: No Speakers

Against: No Speakers

Motion

I move that the Board of Adjustment **GRANT** the following applications listed on the uncontested docket because it appears, from our evaluation of the property and all relevant evidence that the applications satisfy all the requirements of the Dallas Development Code and are consistent with the general purpose and intent of the Code, as applicable, to wit:

BOA-25-000014 – Application of Jennifer Hiromoto, for a special exception to the fence height regulations contained in the Dallas Development Code, is granted, subject to the following condition:

Compliance with height and fence location requirements illustrated in the most recent version of all submitted plans are required.

Maker:	Rodney Milliken				
Second:	Meridyth Griffin				
Results:	5-0 Unanimously				Motion to grant
		Ayes:	-	5	Robert Agnich, Rodney Milliken, Jared Slade, Meridyth Griffin & Dr. Emmanuel Glover
		Against:	-	0	

INDIVIDUAL CASES

4. 4503 HOLLAND AVENUE

BOA-25-000004(BT)

BUILDING OFFICIAL'S REPORT: Application of Jennifer Hiromoto for **(1)** a variance to the front-yard setback regulations and **(2)** a special exception to the 20-foot visibility obstruction triangle at the driveway approach at **4503 HOLLAND AVENUE**. This property is more fully described as Block 4/2042, Part of Lot 14, and is zoned PD-193 (MF-2 Subdistrict), which requires a front-yard setback of 15-feet and requires a 20-foot visibility triangle at the driveway approach. The applicant proposes to construct and/or maintain a single-family duplex residential structure and provide a 5-foot front-yard setback, which will require **(1)** a 10-foot variance to the front-yard setback regulation, and the applicant proposes to construct and/or maintain a single-family duplex residential structure in a required 20-foot visibility obstruction triangle at the drive approach along Prescott Avenue, which will require **(2)** a special exception to the visual obstruction regulations.

LOCATION: 4503 Holland Avenue.

APPLICANT: Jennifer Hiromoto

REQUEST:

5. a variance to the front-yard setback regulations, and
6. a special exception to the visual obstruction regulations.

STANDARDS OF REVIEW FOR VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the **front yard**, side yard, rear yard, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- (G) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (H) necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such a **restrictive area, shape, or slope**, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- (I) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STANDARD OF REVIEW FOR A SPECIAL EXCEPTION TO THE VISUAL OBSTRUCTION REGULATIONS:

Section 51A-4.602(d)(3) of the Dallas Development Code states that the board may grant a special exception to the requirements of this section when, in the opinion of the board, **the item will not constitute a traffic hazard.**

STAFF RECOMMENDATION:

Variance to the front-yard setback regulations:

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- D. Not contrary to the public interest as no letters of opposition were received.
- E. Lot is restrictive in buildable **area**, shape, or slope; it is a corner lot with front-yard setbacks facing both Holland Avenue and Prescott Avenue; therefore, it cannot be developed in a manner commensurate with development upon other parcels of land in the same zoning.
- F. Not self-created nor is it a personal hardship.

Special Exceptions (1):

No staff recommendation is made on this request.

BACKGROUND INFORMATION:

Zoning:

<u>Site:</u>	PD-193 (MF-2)
<u>North:</u>	PD-193 (MF-2)
<u>East:</u>	PD-193 (MF-2)
<u>South:</u>	PD-193 (MF-2)
<u>West:</u>	PD-193 (MF-2)

Land Use:

The subject site and all surrounding properties are developed with multifamily duplex and single-family uses.

BDA History:

No BDA history has been found within the last 5 years

GENERAL FACTS/STAFF ANALYSIS:

- The application of Jennifer Hiromoto for the property located at 4503 Holland Avenue focuses on 2 requests relating to a variance to the front-yard setback regulations and a special exception the visual obstruction regulations.
- The first request is for a variance to the front-yard setback regulations. The applicant is proposing to construct and maintain a single-family duplex structure and provide a 5-foot front yard setback along Prescott Avenue.
- Secondly, the applicant is requesting a special exception to the 20-foot visibility obstruction triangle at the drive approach along Prescott Avenue. The applicant seeks to allow a portion of the main structure to be located within the visibility triangle.
- The subject site along with surroundings properties are all developed with multifamily duplex and single-family homes.

- It is imperative to note that the subject site is a corner lot and proposed development will cover 54.9 percent of the 60 percent allowed lot coverage.
- Per staff's review of the subject site, it has been confirmed that the duplex structure of the property is proposed on a vacant lot.
- The applicant has the burden of proof in establishing the following:
 - 4) That granting the variance to the front yard setback will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
 - 5) The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
 - 6) The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.
- The applicant has the burden of proof in establishing that the special exception to the visual obstruction regulations will not constitute a traffic hazard.
- Granting the variance to the front yard setback regulations and special exception to the visual obstruction regulations, with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.
- 200' Radius Video: [BOA-25-000004 at 4503 Holland Ave](#)

Timeline:

- May 6, 2025: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.
- May 5, 2025: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel **A**.
- May 19, 2025: The Planning and Development Senior Planner emailed the applicant the following information:
- an attachment that provided the public hearing date and panel that will consider the application; the **May 23, 2025**, deadline to submit additional evidence for staff to factor into their analysis; and **May 30, 2025**, deadline to submit additional evidence to be incorporated into the board's docket materials.
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

- May 29, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the **June** public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.
- May 30, 2025: The applicant emailed staff requesting postponement until July 2025.
- June 12, 2025: The applicant requested to add an additional request to the original application, a special exception to the visual obstruction regulations.
- June 12, 2025: The Planning and Development Senior Planner emailed the applicant the following information:
- **June 20, 2025**, deadline to submit additional evidence for staff to factor into their analysis; and **July 3, 2025**, deadline to submit additional evidence to be incorporated into the board's docket materials.
- July 1, 2025: The Board of Adjustment Administrator reassigned this case to Board of Adjustment Panel **C**.

Speakers:

For: Kendra Abchi, 614 N. Bishop Ave, Dallas TX 75208
Jennifer Hiromoto, 10233 E. NW Hwy # 38586, Dallas TX 75238

Against: No Speakers

Motion # 1

I move that the Board of Adjustment, in Appeal No. BOA-25-000004, on application of Jennifer Hiromoto, **GRANT** the 10-foot variance to the front-yard setback regulations requested by this applicant because our evaluation of the property and testimony shows that the physical character of this property is such that a literal enforcement of the provisions of the Dallas Development Code, as amended, would result in unnecessary hardship to this applicant.

I further move that the following condition be imposed to further the purpose and intent of the Dallas Development Code:

Compliance with the most recent version of all submitted plans are required.

Maker:	Jared Slade				
Second:	Dr. Emmanuel Glover				
Results:	5-0 Unanimously				Motion to grant
		Ayes:	-	5	Robert Agnich, Jared Slade, Rodney Milliken, Meridyth Griffin & Dr. Emmanuel Glover
		Against:	-	0	

Motion # 2

I move that the Board of Adjustment, in Appeal No. BOA-25-000004, on application of Jennifer Hiromoto, **GRANT** the request to maintain items in the 20-foot visibility triangle at the drive

approach along Prescott Avenue, as a special exception to the visual obstruction regulation contained in the Dallas Development Code, as amended, because our evaluation of the property and the testimony shows that this special exception will not constitute a traffic hazard.

I further move that the following condition be imposed to further the purpose and intent of the Dallas Development Code, as amended:

Compliance with the most recent version of all submitted plans, in regards to the portion in violation of the visual obstruction triangle, are required.

Maker:	Jared Slade				
Second:	Dr. Emmanuel Glover				
Results:	5-0 Unanimously				Motion to grant
		Ayes:	-	5	Robert Agnich, Jared Slade, Rodney Milliken, Meridyth Griffin & Dr. Emmanuel Glover
		Against:	-	0	

ADJOURNMENT

After all business of the Board of Adjustment had been considered, Vice-Chair Agnich moved to adjourn the meeting at **1:35 P.M.**

Required Signature:
Mary Williams, Board Secretary
Planning and Development.

Date

Required Signature:
Dr. Kameka Miller-Hoskins – Chief Administrator
Planning & Development

Date

Required Signature:
Robert Agnich, Vice-Chair
Board of Adjustment

Date

FILE NUMBER: BOA-25-000048_FW1

BUILDING OFFICIAL'S REPORT: Application of Edwin Marulanda Vargas for fee waivers for **(1)** a variance to the off-street parking regulations, and for **(2)** a special exception to the landscape regulations at 1315 McKenzie St. This property is more fully described as Block 1438, Lot 11, and is zoned D(A).

LOCATION: 1315 McKenzie St.

APPLICANT: Edwin Marulanda Vargas

REQUESTS:

The applicant is requesting a fee waiver of \$2,500.00 for fees paid for fees associated with a variance to the parking regulations and the landscape regulations requests at 1315 McKenzie Street.

STANDARD FOR A FEE WAIVER OR REIMBURSEMENT:

Section 51A-1.105(b)(6) of the Dallas Development Code specifies the board of adjustment may waive the filing fee if the board finds that payment of the fee would result in substantial financial hardship to the applicant. The applicant may either pay the fee and request reimbursement at the hearing on the matter or request that the issue of financial hardship be placed on the board's miscellaneous docket for predetermination. If the issue is placed on the miscellaneous docket for predetermination, the applicant may not file the application until the merits of the request for waiver have been determined by the board or panel of the board. In making this determination, the board may require the production of financial documents.

STAFF RECOMMENDATION:

No staff recommendation is made on this request.

FILE NUMBER: BOA-25-000018

BUILDING OFFICIAL'S REPORT: Application of Mehrdad Moyaedi represented by Philip Kingston for **(1)** a variance to the off-street parking regulations at **2801 WYCLIFF AVENUE**. This property is more fully described as Block 12/1616, Lots 1, 2, and 3, and Part of Lots 4, 7, and 8, and is zoned PD-193 (PDS-156), which requires parking to be provided. The applicant proposes to construct and/or maintain a residential structure for multi-family use and provide 50 of the required 58 parking spaces, which will require **(1)** an 8-space variance (14 percent reduction) to the parking regulations.

LOCATION: 2801 Wycliff Avenue

APPLICANT: Mehrdad Moyaedi

REPRESENTATIVE: Philip Kingston

REQUEST:

- (1) A request for a variance to the off-street parking regulations.

STANDARDS OF REVIEW FOR A VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the board has the power to grant variances from the front yard, side yard, rear yard, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, height, minimum sidewalks, **off-street parking** or off-street loading, or landscape regulations provided that the variance is:

- (A) **not contrary to the public interest** when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- (B) necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such a **restrictive area, shape, or slope**, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- (C) **not granted to relieve a self-created or personal hardship**, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code §51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.

- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
- (iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
- (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

1. Variance to the off-street parking regulations

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

- A. It is not contrary to the public interest, indicated by having received no letters of opposition.
- B. The site's irregular shape restricts its area and size, so it cannot be built commensurate with other parcels of land within the same zoning. Although the site is currently developed, due to its irregular shape, the applicant is unable to provide additional parking that's now required for the proposed use. It's important to note that the use is allowed by right in this zoning district.
- C. It is not a self-created or personal hardship.

BACKGROUND INFORMATION:

BDA History:

No BDA history found within the last 5 years.

Square Footage:

This lot contains 41,695.83 of square feet.

This lot is zoned PD 193 (PDS-156) which does not have a minimum lot size.

Zoning:

<u>Site:</u>	PD 193
<u>North:</u>	PD 193
<u>South:</u>	PD 193
<u>East:</u>	PD 193
<u>West:</u>	PD 193

Land Use:

The subject site is developed. The areas to the north, south, east, and west are developed and being developed with multi-family uses.

GENERAL FACTS/STAFF ANALYSIS:

- The application of Mehrdad Moyaedi represented by Philip Kingston, for the property located at 2801 Wycliff Avenue focuses on one request relating to the off-street parking regulations to construct and/or maintain a residential structure for multi-family use.
- The applicant proposes to provide 50 of the required 58 parking spaces to construct and/or maintain a residential structure for multi-family use. This requires an 8-space variance (14 percent reduction) to the off-street parking regulations.
- The subject site is zoned PD 193 (PDS-156) which requires parking to be provided.
- It is imperative to note that the subject site sits on the corner of Wycliff Avenue, Hartford Street, and the Dallas North Tollway.
- The subject site is currently developed with a multi-story structure. The applicant is proposing to maintain the existing structure for multi-family use.
- The applicant has stated that the property will be used for permanent supportive housing with few residents driving.
- As gleaned from the submitted site plan, the applicant proposes to provide 50 of the 58 required parking spaces.
- The City of Dallas Transportation Engineer recommended that the applicant provide a parking demand study describing the parking needs of the apartment complex, parking demand based on resident and guest needs and anticipated parking operations (remote, on-street, etc) or any proposed parking management to mitigate impact to nearby properties. The applicant was made aware of the Transportation Engineers' comments.

The applicant has the burden of proof in establishing the following:

- That granting the variance to parking regulations will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- The variance(s) are necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- The variance(s) would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

The board may also consider Dallas Development Code **§ 51A-3.102(d)(10)(b)**, formerly known as **HB 1475** as grounds to determine whether compliance with the ordinance as applied to a structure that is the subject of the appeal would result in unnecessary hardship:

- (a) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 (Submission of Rolls to Taxing Units), Tax Code.
 - (b) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.
 - (c) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.
 - (d) compliance would result in unreasonable encroachment on an adjacent property or easement; or
 - (e) The municipality considers the structure to be a nonconforming structure.
- Granting the proposed 8 space (14 percent) variance to the parking regulations at 2801 Wycliff Avenue with a condition that the applicant complies with the submitted site plan, would require the proposal to be constructed as shown on the submitted documents.

Timeline:

- May 23, 2025: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.
- July 7, 2025: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel C.
- July 28, 2025: The Planning and Development Senior Planner emailed the applicant the following information:
- an attachment that provided the hearing date and panel that will consider the application; the July 30, 2025, deadline to submit additional evidence for staff to factor into their analysis; and August 8, 2025 deadline to submit additional evidence to be incorporated into the board’s docket materials.
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.
- July 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the August public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner and Transportation Engineer.

REVIEW COMMENT SHEET
BOARD OF ADJUSTMENT
HEARING August 18, 2025 (C)

- | | |
|--|---|
| <input type="checkbox"/> Has no objections | <input checked="" type="checkbox"/> BOA-25-000018 |
| <input type="checkbox"/> Has no objections if certain conditions are met
(see comments below or attached) | <input type="checkbox"/> BOA-25-000019 |
| <input type="checkbox"/> Recommends denial
(see comments below or attached) | <input type="checkbox"/> BOA-25-000020 |
| <input type="checkbox"/> No Comments | <input type="checkbox"/> BOA-25-000026 |
| <input checked="" type="checkbox"/> Pending | <input type="checkbox"/> BOA-25-000027 |
| | <input type="checkbox"/> BOA-25-000028 |

COMMENTS:

Recommend a Parking Demand Study describing
the parking needs of apartment complex, parking
demand based on resident and guest needs and
anticipated parking operations (e.g., remote, on-street, etc.)
or any proposed parking management to mitigate impact
to nearby properties.

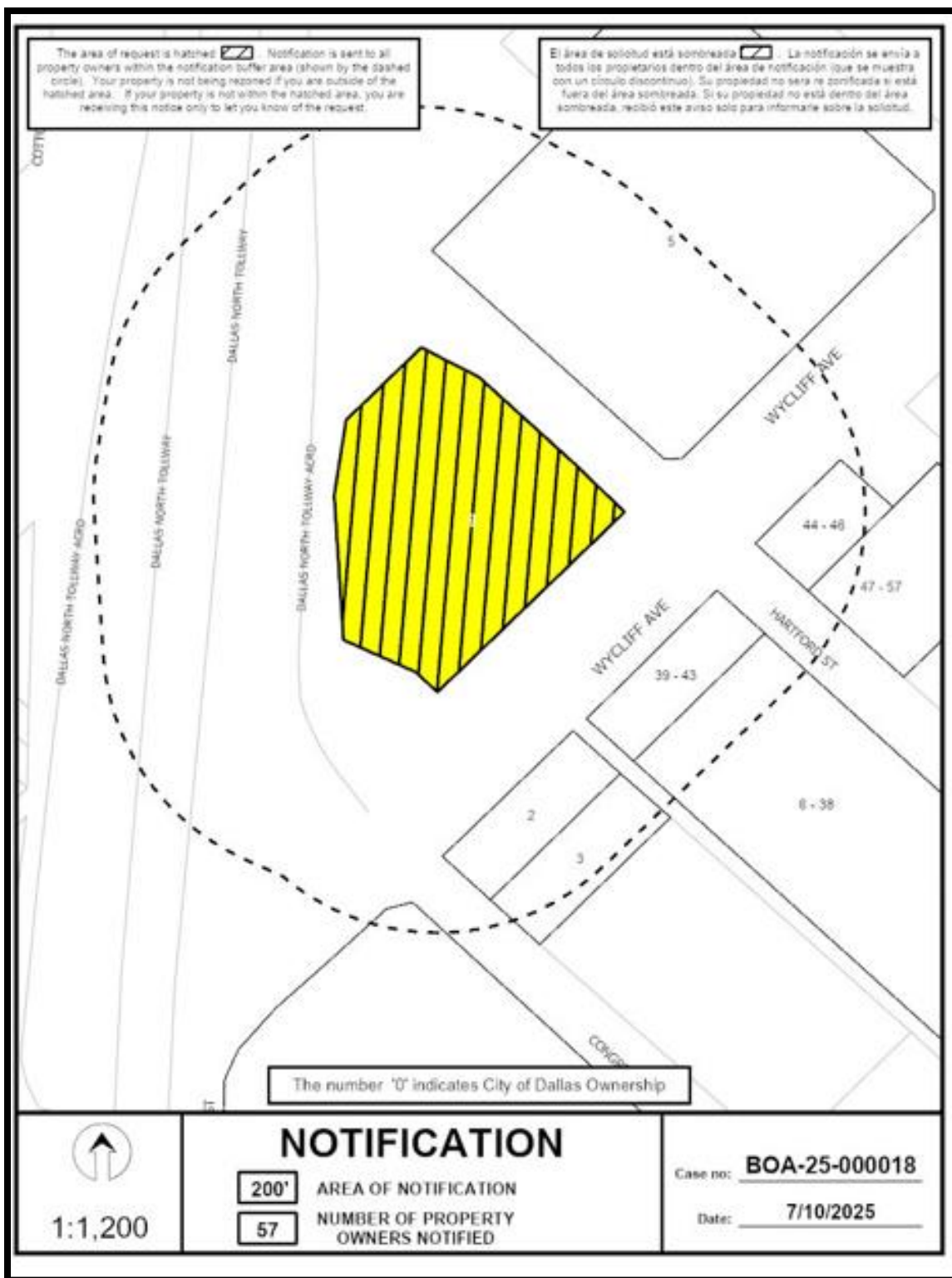
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David Nevarez, P.E., PTOE, CFM, Engineering
 Name/Title/Department

August 1, 2025
 Date

Please respond to each case and provide comments that justify or elaborate on your response. Dockets distributed to the Board will indicate those who have attended the review team meeting and who have responded in writing with comments.





07/10/2025

Notification List of Property Owners

BOA-25-000018

57 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	2801 WYCLIFF AVE	MM PROPERTY HOLDINGS V LLC
2	4344 CONGRESS AVE	BENDER ROBERT G &
3	4342 CONGRESS AVE	NGUYEN TRUMAN & MAI TRAN
4	4343 CONGRESS AVE	AREIT DALLAS WYCLIFF LP
5	2929 WYCLIFF AVE	MFREVF III 2929 WYCLIFF LP
6	4317 HARTFORD ST	MUNOZ ALBERTO JR
7	4317 HARTFORD ST	AZFER ADNAN & WILLIAM KOTCH
8	4317 HARTFORD ST	AGUIRRE VICTOR
9	4317 HARTFORD ST	MCCLURE DONNIE W
10	4317 HARTFORD ST	COMANS HENRY L JR
11	4317 HARTFORD ST	BROWN EARL RICHARD
12	4317 HARTFORD ST	COMANS HENRY JR
13	4317 HARTFORD ST	ODONNELL JASON L &
14	4317 HARTFORD ST	BAKER RACHEL
15	4317 HARTFORD ST	FREEMAN GLENN L & STEPHANIE A &
16	4317 HARTFORD ST	COVELLI HELEN M &
17	4317 HARTFORD ST	ISMAIL SHERIF
18	4317 HARTFORD ST	KING JACOB
19	4317 HARTFORD ST	RLC HARTFORD PROPERTIES LLC
20	4317 HARTFORD ST	4137 HARTFORD LLC
21	4317 HARTFORD ST	BOSE NANCY K
22	4317 HARTFORD ST	BURCK JAMES L & PATRICIA M FAMILY TRUST
23	4317 HARTFORD ST	BOHANNON JACK RICHARD
24	4317 HARTFORD ST	ROZE AGNESE
25	4317 HARTFORD ST	ANDERSON BRADLEY J
26	4317 HARTFORD ST	DUNCAN GARY &

07/10/2025

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	4317 HARTFORD ST	MARTINEZ EDWARD G
28	4317 HARTFORD ST	MARTIN JACKIE LEE ESTATE OF
29	4317 HARTFORD ST	LESZINSKI SLAWOMIR
30	4317 HARTFORD ST	DEPAEZ INES MANOS & MILCIADES &
31	4317 HARTFORD ST	RUIZ OMAR
32	4317 HARTFORD ST	HARUSH MIRON
33	4317 HARTFORD ST	NELMS MITCHELL C
34	4317 HARTFORD ST	RUIZ JULIO CEASAR
35	4317 HARTFORD ST	OLSEN CARISSA JADE
36	4317 HARTFORD ST	RICHARDS JAMES L
37	4317 HARTFORD ST	STANLEY TANIA
38	4317 HARTFORD ST	TURNER BRETT
39	2810 WYCLIFF AVE	MILLER AUSTIN M
40	2812 WYCLIFF AVE	MURDOCK JAMES B
41	2814 WYCLIFF AVE	TROCARD LENNIE R
42	2816 WYCLIFF AVE	AVEDIKIAN LARA
43	2818 WYCLIFF AVE	NARVARTE ANTONIO
44	2904 WYCLIFF AVE	XIA YAN
45	2906 WYCLIFF AVE	GONZALEZ ALFONZO
46	2908 WYCLIFF AVE	GRABSCH DUSTIN
47	4338 HARTFORD ST	MOLLIGODA RASHMIKA
48	4338 HARTFORD ST	ALLBRITTON ANDREW
49	4338 HARTFORD ST	SULLENGER MARK D
50	4338 HARTFORD ST	SHANNON RICKY L
51	4338 HARTFORD ST	EKWOROMADU JOYCE
52	4338 HARTFORD ST	GERMAN ANDREW R
53	4338 HARTFORD ST	KIRST JOYCE L
54	4338 HARTFORD ST	WILLIAMS PAUL J
55	4338 HARTFORD ST	CATES ERIC THOMAS
56	4338 HARTFORD ST	BETTEN LEVI MICHAEL
57	4338 HARTFORD ST	SMITH ZAQTERIOUS

NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL C)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL A) will hold a hearing as follows:

DATE: MONDAY, AUGUST 18, 2025

BRIEFING: 10:00 a.m. via Videoconference and in 6ES COUNCIL BRIEFING at Dallas City Hall, 1500 Marilla Street <https://bit.ly/boa0818>

HEARING: 1:00 p.m. Videoconference and in 6ES COUNCIL BRIEFING at Dallas City Hall, 1500 Marilla Street <https://bit.ly/boa0818>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment:

BOA-25-000018(KMH) Application of Mehrdad Moyaedi represented by Philip Kingston for (1) a variance to the off-street parking regulations at 2801 WYCLIFF AVENUE. This property is more fully described as Block 12/1616, Lots 1, 2, and 3, and Parts of 4, 7, and 8, and is zoned PD-193 (PDS-156), which requires parking to be provided. The applicant proposes to construct and/or maintain a residential structure for multi-family use and provide 50 of the required 58 parking spaces, which will require (1) an 8-space variance (14 percent reduction) to the off-street parking regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAREPLY@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing. If you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and at 6ES Council Briefing. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually must register online at <https://bit.ly/BDA-C-Register> by the 5 p.m. on Sunday, August 17, 2025. All virtual speakers will be required to show their video in order to address the board. In Person speakers can register at the hearing. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or YouTube.com/CityofDallasCityHall.

Speakers at the meeting are allowed a maximum of five (5) minutes to address the Board.

Additional information regarding the application may be obtained by calling Dr. Kameka Miller-Hoskins, Chief Planner (214) 948-4478, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment
Planning and Development Department
1500 Marilla Street 5CN, Dallas TX 75201

PLEASE SEND REPLIES TO:

BDAREPLY@dallas.gov

Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:

<https://bit.ly/BDA-C-Register>



Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

FOR OFFICIAL USE ONLY

Data Relative to Subject Property:

Date:

FOR OFFICIAL USE ONLY

Location address: 2801 Wycliff Zoning District: PD193; PDS 15

Lot No.: 1-3, PT 4, 7, 8 Block No.: 12/1616 Acreage: .96 Census Tract: 21.13

Street Frontage (in Feet): 1) 280 2) 216 3) 216 4) 1 5)

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): MM Property Holdings LLC

Applicant: Mehrdad Moayedi Telephone: 214-642-1707

Mailing Address: 1701 N. Collins, 1100 Atrium 2 Zip Code:

E-mail Address:

Represented by: Kingston Consulting Telephone:

Mailing Address: Zip Code:

E-mail Address:

Affirm that an appeal has been made for a Variance X, or Special Exception, of

Staff calculation of required parking: 58; existing 50; 8 space reduction requested

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

Reduction of required parking to existing spaces. Building to provide permanent supportive housing with few residents driving

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared

MEHRDAD MOAYEDI

(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted:

(Affiant/Applicant's signature)

Subscribed and sworn to before me this

22nd day of May, 2025



JERRI BRYANT
Notary ID #135502947
My Commission Expires
February 18, 2029

Notary Public in and for Dallas County, Texas

DEVELOPMENT SERVICES • BOARD OF ADJUSTMENT | REV 05.24.2023

**BOARD OF ADJUSTMENT
CITY OF DALLAS, TEXAS**

FILE NUMBER: BOA-25-000018

BUILDING OFFICIAL'S REPORT: Application of Mehrdad Moyaedi represented by Philip Kingston for a Variance to the parking regulations at 2801 WYCLIFF AVE. This property is more fully described as Block 12/1616 Lots 1-3, PT 4,7 & 8, and is zoned PD-193(PDS-156 (O-2)), which requires parking to be provided. The applicant proposes to construct and/or maintain a residential structure for a multi-family use and provide 50 of the required 58 parking spaces, which will require an 8-space variance (14 percent reduction) to the parking regulations.

LOCATION: 2801 WYCLIFF AVE

APPLICANT: Mehrdad Moyaedi

REQUEST: A request Variance to the parking regulations.

Vendor's Title

GPW 1902056-VCTA

After Recording Return To:

Elliott, Thomason & Gibson, LLP
511 N. Akard, Ste. 301
Dallas, Texas 75201
Attn: Wesley J. Bailey

**ELECTRONICALLY RECORDED 201900231309
08/30/2019 02:47:09 PM DEED 1/5**

SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN

THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

KNOW ALL PERSONS BY THESE
PRESENTS:

§

THAT, **BRANIFF REALTY HOLDINGS, LLC**, a Texas limited liability company (the "**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by **MM PROPERTY HOLDINGS V, LLC**, a Texas limited liability company (the "**Grantee**"), whose mailing address is 1800 Valley View Lane, Suite 300, Farmers Branch, Texas 75234 and in further consideration of the sum of \$ 3,948,750.00 as is evidenced by the execution and delivery by Grantee of that certain Promissory Note (the "**Note**") dated of even date herewith, bearing interest as therein provided and payable to Vista Bank ("**Lender**"), which Note is secured by, among other things, that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated of even date herewith executed by Grantee in favor of Landon Willess, trustee, for the benefit of Lender, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee that certain tract of real property containing approximately 0.960 acres of real property located 2801 Wycliff, Dallas, Dallas County, Texas, as more particularly described on **Exhibit "A"** attached hereto, incorporated herein and made a part hereof for all purposes, together with any and all buildings and other improvements situated thereon and any and all appurtenances belonging or appertaining thereto (said real property and any improvements, together with any and all of the related rights and appurtenances, being herein collectively referred to as the "**Property**").

This conveyance is made subject and subordinate only to (a) the matters herein stated, and (b) those encumbrances, exceptions and other matters set for on **Exhibit "B"** attached hereto and made a part hereof for all purposes (collectively, the "**Permitted Exceptions**").

It is expressly agreed and stipulated that a vendor's lien and the superior title are retained against the Property until the Note, and all interest thereon, are fully paid according to its face and tenor, effect and reading when this Deed shall become absolute. Such vendor's lien and superior title are hereby assigned and transferred, without warranty or recourse, by Grantor to Lender.



For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, all interests, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise provided that this conveyance and the warranty of Grantor herein contained are subject to the Permitted Exceptions.

GRANTEE, BY THE ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN, THE CONVEYANCE OF THE PROPERTY IS SPECIFICALLY MADE "AS-IS" AND "WHERE-IS", WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED.

All ad valorem taxes and assessments for the Property for the current calendar year have been prorated and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years.


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EXECUTED on the date of the acknowledgment hereinbelow, to be effective as of the 29 day of August, 2019.

GRANTOR:

BRANIFF REALTY HOLDINGS, LLC,
a Texas limited liability company

By: 
Donald L. Silverman, Manager

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me this 29th day of August, 2019, by Donald L. Silverman, Manager of Braniff Realty Holdings, LLC, a Texas limited liability company, on behalf of said company.

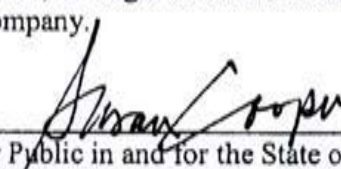

Notary Public in and for the State of Texas
My Commission Expires: _____



Exhibit "A"

Property Description

BEING a 0.9608 acre tract of land situated in the JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383, in the City of Dallas, Dallas County, Texas and being all of Lots 1, 2, and 3 and parts of Lots 4, 7 and 8 of Block 12/1616 of CLIFTON PLACE NUMBER ONE, an Addition to the City of Dallas, according to the plat thereof recorded in Volume 1, Page 438, of the Map Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at an "X" cut set for corner at the East corner of said Lot 1, Block 12/1616 and at the intersection of the Northwest right-of-way line of Wycliff Avenue (a 100' R.O.W.) with the Southwest right-of-way line of Hartford Street (a 50' R.O.W.);

THENCE S 45° 30' 49" W, along the Southeast lines of said Lots 1 and 7, Block 12/1616 and the Northwest right-of-way line of said Wycliff Avenue, a distance of 216.00 feet to a 1/2" iron rod set for corner at the South corner of said Lot 7, Block 12/1616 and on the East right-of-way line of the Dallas North Tollway (a variable width R.O.W.);

THENCE along the East right-of-way lines of said Dallas North Tollway, as follows:

N 47° 16' 56" W, a distance of 24.30 feet to a 1/2 inch iron rod found for corner;

N 69° 17' 02" W, a distance of 63.18 feet to a 1/2 inch iron rod found for corner;

N 03° 53' 39" W, a distance of 121.70 feet to a 1/2 inch iron rod found for corner;

N 09° 39' 49" E, a distance of 71.21 feet to a 1/2 inch iron rod found for corner on the Northwest line of said Lot 4, Block 12/1616;

N 45° 30' 49" E, along the Northwest line of aforesaid Lot 4, Block 12/1616, a distance of 96.24 feet to a 1/2 inch iron rod found for corner on the Southwest right-of-way line of said Hartford Street;

THENCE S 47° 16' 56" E, along the Southwest right-of-way line of said Hartford Street, a distance of 216.00 feet to the POINT OF BEGINNING and containing 41,854 square feet or 0.960 acres of land.



Exhibit "B"

Permitted Exceptions

1. Taxes for 2019 and subsequent years a lien not yet due and payable.
2. Rights of tenants in possession pursuant to the written but unrecorded leases being assigned to Grantee on the Effective Date.
3. An easement to City of Dallas, Texas, dated February 13, 1967, executed by Wycliff Associates, a Joint Venture composed of Troth Enterprises, Inc. and Tom W. Kindred, recorded in Volume 67048, Page 1214, of the Deed Records, Dallas County, Texas.
4. An easement to Dallas Power & Light Company, dated February 8, 1967, executed by Troth Enterprises, Inc., Tom W. Kindred, and Wycliff Associates, a joint venture composed of Troth Enterprises, Inc. and Tom W. Kindred, recorded in Volume 67053, Page 1541, of the Deed Records, Dallas County, Texas.
5. Terms, conditions and stipulations of Lease Agreement between Villa Residential Care Homes-Dallas, L.P., as lessor, and MetroPCS Texas, LLC, as lessee, dated May 9, 2006, a Memorandum of which is dated May 15, 2006, and recorded in County Clerk's File No. 200600203497, of the Official Public Records of Dallas County, Texas.
6. Apparent easement for overhead power lines located over and across the insured property as show on survey prepared by Roy Rodriguez, RPLS No. 5596, dated June 26, 2015.
7. Encroachment of concrete wall on to City of Dallas Easement as shown on survey prepared by Roy Rodriguez, RPLS No. 5596 dated June 26, 2015.

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
08/30/2019 02:47:09 PM
\$42.00
201900231309**



SPECIAL WARRANTY DEED – EXHIBIT "B"

**COMPANY AGREEMENT OF
MM PROPERTY HOLDINGS V, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

This Company Agreement of **MM PROPERTY HOLDINGS V, LLC**, a Texas limited liability company is executed as of September 19, 2017 (the "Effective Date") by the persons who sign and are identified as "Members" in this Agreement.

**ARTICLE I
DEFINITIONS**

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with reference to any person, any other person controlling, controlled by or under direct or indirect common control with such person.

"Agreement" means this Company Agreement, as amended from time to time.

"Assignee" means a person who receives a Transfer of all or a portion of the Membership Interest of a Member, but who has not been admitted to the Company as a Member.

"Bankrupt Member" means (except to the extent a Simple Majority consents otherwise) any Member (a) that (i) makes an assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Member a reorganization, arrangement, composition, readjustment, liquidation, dissolution, termination, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a Proceeding of the type described in sub-clauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member's or of all or any substantial part of the Member's properties; or (b) against which a Proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and one hundred twenty (120) days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties has been appointed and ninety (90) days have expired without the appointment's having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are closed.

"Capital Account" means a capital account maintained for a Member as provided by Treasury Regulation 1.704-1(b)(2)(iv) of the Regulations of the Internal Revenue Service.

"Capital Contribution" means the amount of money and the Net Value of property other than money contributed to the Company by a Member.

"Capital Commitment" of a Member represents the aggregate amount of capital that such Member has agreed to contribute to the Company.

"Certificate of Formation" means the initial, amended, and restated certificate of formation of the Company.

"Company" means MM PROPERTY HOLDINGS V, LLC, a Texas limited liability company.

"Default Interest Rate" means a rate per annum equal to the lesser of (a) ten percent (10%) plus the prime rate published in The Wall Street Journal on the day the rate is determined (or the most recent day on which The Wall Street Journal was published if the paper is not published on the day the rate is determined), or, (b) the maximum rate permitted by applicable law.

"Former Member" means any person who had executed this Agreement, as of the date of this Agreement as a Member, or hereafter admitted to the Company as a Member, as provided in the Agreement, but who is no longer a Member of the Company; however, this term does not include a person who ceases to be a Member as a result of bankruptcy, default or expulsion.

"Fundamental Business Transaction" has that meaning assigned to it by the definitions in the TBOC, as may be amended from time to time, and includes (a) a merger, (b) an interest exchange, (c) a conversion, or (d) a sale of all or substantially all of an entity's assets (with or without good will), other than in the usual and regular course of the Company's business.

"General Interest Rate" means a rate per annum equal to the lesser of (a) the prime rate published in The Wall Street Journal on the day the rate is determined (or the most recent day on which The Wall Street Journal was published if the paper is not published on the day the rate is determined), or, (b) the maximum rate permitted by applicable law.

"Internal Revenue Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Manager" means any person named in the Certificate of Formation as an initial Manager of the Company and any person hereafter elected as a Manager of the Company as provided in this Agreement, but does not include any person who has ceased to be a Manager of the Company.

"Member" means any person executing this Agreement as of the date of this Agreement as a Member or hereafter admitted to the Company as a Member as provided in this Agreement, but does not include any person who has ceased to be a Member of the Company.

"Membership Interest" means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

"Net Value" means, in connection with a Capital Contribution of property, the value of the asset less any indebtedness to which the asset is subject when contributed.

"Percentage Interest" means the ratio in which the Members shall share profits and losses, as provided in this Agreement. The sum of the Members' Interests shall be one hundred percent (100%).

"Person" means any business entity, trust, estate, executor, administrator, or individual.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative.

"Simple Majority" means one or more Members having among them more than fifty percent (50%) of the Percentage Interests of all Members.

"Super Majority" means one or more Members having among them more than sixty-six and sixty-seven hundredths percent (66.67%) of the Percentage Interests of all Members.

"TBOC" means the Texas Business Organizations Code, including any successor statute, as amended from time to time.

"Transfer" means any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other form of transfer of a Membership Interest or any portion of a Membership Interest, whether voluntary or involuntary, whether attempted or completed, and whether during the transferor's lifetime or upon or after the transferor's death, including by operation of law, court order, judicial process, foreclosure, levy or attachment.

Other terms defined herein have the meaning so given them.

ARTICLE II ORGANIZATION

2.01 Formation. The Company has been organized as a Texas limited liability company by filing a Certificate of Formation with the Secretary of State of Texas, which may be amended or restated from time to time.

2.02 Name. The name of the Company is "**MM PROPERTY HOLDINGS V, LLC**" and all Company business must be conducted in that name or such other names that comply with applicable law as the Managers may select from time to time.

2.03 Registered Office and Registered Agent. The registered office of the Company required by the TBOC to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Managers may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other person or persons as the Managers may designate from time to time in the manner provided by law.

2.04 Principal Office and Other Offices. The principal office of the Company in the United States shall be at such place as the Managers may designate from time to time, which need not be in the State of Texas. The Company may have such other offices as the Managers may designate from time to time.

2.05 Purposes. The primary purposes of the Company shall be any lawful purpose which may be undertaken by the company in accordance with the applicable provisions of the Texas Business Organizations Code.

2.06 Powers. The Company shall have all powers necessary, suitable or convenient for the accomplishment of the purposes of the Company, including without limitation (a) to make and perform all contracts; (b) to borrow or lend money and secure payment thereof; (c) to engage in all activities and transactions; and (d) to have all powers available to a limited liability company under (i) the TBOC, (ii) any other laws in the State of Texas, and (iii) the laws of any other jurisdiction where the Company conducts business.

2.07 Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than Texas, the Managers shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Managers, each Member shall immediately execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.08 Term. The Company will commence as provided in the Certificate of Formation for the Company filed with the Secretary of the State of Texas, and will continue until the Company terminates under the terms of this Agreement.

2.09 Mergers and Exchanges. The Company may be a party to a merger, an exchange, or acquisition under the TBOC, subject to the requirements of this Agreement.

2.10 No State-Law Partnership. The Members intend that the Company not be a partnership, a limited partnership, or a joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

ARTICLE III MEMBERSHIP

3.01 Initial Members, Capital Commitments, and Percentage Interests. The persons listed on Exhibit A are hereby admitted to the Company as a Member, effective contemporaneously with the Effective Date of formation of the Company. Set forth opposite the name of each Member listed on Exhibit A is such Member's Capital Commitment and its Percentage Interest. Exhibit A may be amended from time to time to reflect changes in or additions to the membership of the Company. Any such amended Exhibit A shall (a) supersede all prior Exhibit A's, (b) become part of this Agreement, and (c) be kept on file at the principal office of the Company. Each Member represents that the Member is acquiring an interest in the Company for the account of such Member and not with a view to distribution thereof within the meaning of the Securities Act of 1933, as amended, or any state securities laws. The Member will not transfer such interest in contravention of that act or any applicable state or federal securities laws.

3.02 Additional Members. Additional persons may be admitted to the Company as Additional Members on such terms and conditions as shall be determined by unanimous consent of the Managers. The terms of admission or issuance must specify the Percentage Interests and the Capital Commitments applicable thereto. The terms of admission or issuance may also provide for the creation of different classes or groups of Members having different rights, powers, and duties. The Managers shall reflect the creation of any new class or group in an amendment to this Agreement indicating the different rights, powers, and duties, and such an amendment need be executed only by the Managers.

3.03 Member Rights Specified in Agreement. Except as otherwise specifically provided in this Agreement, no Member shall have the right (a) to sell, transfer or assign its interest in the Company; (b) to require partition of the property of the Company; (c) to compel the sale of Company assets; or (d) to cause the winding up of the Company.

3.04 Representations and Warranties. Each Member hereby represents and warrants to the Company and each other Member that, if that Member is a business entity: (a) that Member is duly organized, validly existing, and in good standing under the law of the state of its organization; (b) that Member is duly qualified to do business in the jurisdiction of its principal place of business; (c) that Member has full power and authority to execute and agree to this Agreement and to perform its obligations hereunder; (d) all necessary actions by the board of directors, shareholders, members, managers or other representative of that Member necessary for the due authorization, execution, delivery, and performance of this Agreement have been duly taken; and (e) that Member's authorization, execution, delivery, and performance of this Agreement do not conflict with any other agreement or arrangement to which that Member is a party or by which it is bound.

3.05 No Authority. Except as otherwise specifically provided in this Agreement, no Member (other than a Manager or an officer) has the authority or power to (a) transact business in the name of or on behalf of the Company, (b) bind or obligate the Company, or (c) incur any expenditures on behalf of the Company.

3.06 Liability to Third Parties. No Member or Manager shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

3.07 Withdrawal. A Member may withdraw from the Company with sixty (60) days written notice to the Managers of the Company, subject to winding up or termination as provided in Article XVI of this Agreement.

ARTICLE IV CAPITAL CONTRIBUTIONS

4.01 Initial Contributions. Contemporaneously with the execution of this Agreement, each Member shall make the initial Capital Contribution described for that Member in Exhibit "A".

4.02 No Further Contributions. No Member shall be required to make any Capital Contributions other than those specifically described by this Agreement, unless agreed to in writing by the contributing Member or required by the TBOC.

4.03 Return of Contributions. No Member is entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member.

4.04 Loans by Members. If the Company does not have sufficient cash to pay its obligations, any Member that may agree to do so with the Managers' consent may advance all or part of the needed funds to or on behalf of the Company. An advance described in this paragraph constitutes a loan from the Member to the Company, bears interest at the General Interest Rate from the date of the advance until the date of payment, and is not a Capital Contribution.

4.05 Capital Accounts. A Capital Account shall be established and maintained for each Member. The Capital Account of each Member:

(a) shall consist of (i) the amount of money contributed by that Member to the Company, and (ii) the fair market value of property contributed by that Member to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code);

(b) shall be increased by allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulation § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulation § 1.704-1(b)(4)(i); and

(c) shall be decreased by (i) the amount of money distributed to that Member by the Company, (ii) the fair market value of property distributed to that Member by the Company (net of

liabilities secured by the distributed property that the Member is considered to assume or take subject to under section 752 of the Internal Revenue Code), (iii) allocations to that Member of expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code, and (iv) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulation § 1.704-1(b)(2)(iv)(g), but excluding items described in clause (c)(iii) above and loss or deduction described in Treasury Regulation § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii).

The Capital Account of each Member also shall be maintained and adjusted as permitted by the provisions of Treasury Regulation § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treasury Regulation § 1.704-1(b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for tax purposes, as required by Treasury Regulation § 1.704-1(b)(2)(iv)(g). A Member that has more than one Membership Interest shall have a single Capital Account that reflects all its Membership Interests, regardless of the class of Membership Interests owned by that Member and regardless of the time or manner in which those Membership Interests were acquired. On the transfer of all or part of a Membership Interest, the Capital Account of the transferor that is attributable to the transferred Membership Interest or part thereof shall carry over to the transferee Member in accordance with the provisions of Treasury Regulation § 1.704-1(b)(2)(iv)(f).

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

5.01 Allocations.

(a) Except as may be required by Section 704(c) of the Internal Revenue Code and Treasury Regulation § 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Percentage Interests.

(b) All items of income, gain, loss, deduction, and credit allocable to any Membership Interest that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Membership Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Section 706 of the Internal Revenue Code and the regulations thereunder.

(c) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, items of the Company's income and gain shall be specially allocated as a qualified income offset to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this paragraph 5.01(c) shall be made only if and to the extent that such Member has an Adjusted Capital Account Deficit after all other allocations provided for in this Article have been tentatively made as if this paragraph 5.01(c) were not in this Agreement.

(d) For the purpose of determining the Members entitled to receive allocations as provided for in this Agreement, the Managers may fix in advance a record date for any such

determination of Members, such date in any case to be set not more than (30) days and not less than (5) days prior to the date on which the action authorizing the allocation is taken. If no record date is fixed, then the date on which the Managers take action to authorize such an allocation pursuant to this Agreement and the Internal Revenue Code, shall be the record date for such determination of Members.

5.02 Distributions.

(a) From time to time the Managers, subject to Article VI below, shall determine in their reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service (including payments on loans by Members to the Company), acquisitions, and a reasonable contingency reserve (hereinafter, "Distributable Cash"). If any such Distributable Cash exists, the Managers shall, subject to Article VI below, cause the Company to distribute the Distributable Cash to the Members, in accordance with their Percentage Interests that exist as of the date of such distribution, an amount in cash equal to the Distributable Cash except where a Preferred Capital Contributions and Preferred Returns have not been paid back to the Members then such distribution shall be as follows:

- i. First, proportionally to the Preferred Returns (if any) until all such returns have been paid, specifically, MMM Ventures, LLC and 2M Holdings, LP - 30% annualized return based on capital funded.
- ii. Second, proportionately to the Preferred Capital Contributions, until all such Capital Contributions have been paid in full; specifically:
 - a. MMM Ventures, LLC and 2M Holdings, LP shall receive 100% of capital funded.
- iii. Third, proportionately to the Capital Contributions of all Members until all such Capital Contributions have been paid in full.
- iv. Finally, remaining distributions shall be paid to all Members in proportion to their Membership Interests.

The Manager may require all loans to Members including any preferred rate of return on such loans be paid prior to distributing any Distributable Cash.

(b) From time to time the Managers also may cause property of the Company other than cash to be distributed to the Members, which distribution must be made in accordance with their Percentage Interests and may be made subject to existing liabilities and obligations. Immediately prior to such a distribution, the Capital Accounts of the Members shall be adjusted as provided in Treasury Regulation § 1.704-1(b)(2)(iv)(f).

(c) For the purpose of determining the Members entitled to receive a distribution as provided for in this Agreement, the Managers may fix in advance a record date for any such determination of Members, such date in any case to be set not more than (30) days and not less than (5) days prior to the date on which the action authorizing the distribution is taken. If no record date is fixed, then the date on which the Managers take action to authorize such a distribution pursuant to this Agreement and the Internal Revenue Code, shall be the record date for such determination of Members.

ARTICLE VI MANAGEMENT

6.01 Designation of Manager and Management by Managers. MMM VENTURES, LLC is hereby designated by the Members as the Manager for the Company. Except for situations in which the approval of the Members is required by this Agreement or by non-waivable provisions of applicable law, and subject to the provisions of paragraph 6.02 of this Agreement, the Managers shall have the sole and exclusive control of the management, business and affairs of the Company, and the Managers shall make all decisions and take all actions for the Company not otherwise provided for in this Agreement, including, without limitation, the following:

(a) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder, including a Fundamental Business Transaction;

(b) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(c) maintaining the assets of the Company in good order;

(d) collecting sums due the Company;

(e) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company;

(f) acquiring, utilizing for Company purposes, and disposing of any asset of the Company;

(g) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;

(h) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;

(i) obtaining insurance for the Company;

(j) determining distributions of Company cash and other property as provided in paragraph 5.02 of this Agreement;

(k) establishing a seal for the Company; and

(l) designating one or more committees, each of which shall be comprised of one or more Managers, to exercise any authority of the Managers in the management, business and affairs of the Company.

6.02 Restrictions. Notwithstanding the provisions of paragraph 6.01 of this Agreement, the Managers may not cause the Company to do any of the following without complying with the applicable requirements set forth below:

(a) enter into a Fundamental Business Transaction, without complying with the applicable procedures set forth in the TBOC regarding approval by the Members (unless such provision is rendered inapplicable by another provision of applicable law);

(b) do any act in violation of this Agreement;

(c) admit a Member, except as expressly permitted by this Agreement;

(d) do any act which requires the prior approval of the Members;

(e) possess Company property or assign rights in Company property, other than for a Company purpose; or

(f) amend this Agreement, except as expressly permitted by this Agreement.

6.03 Conflicts of Interest. Subject to the other express provisions of this Agreement, each Manager, Member and officer of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member, Manager or officer the right to participate therein.

6.04 Contracts or Transactions with Interested Directors or Officers. This provision applies only to a contract or transaction between the Company and one or more of its Managers, Members or officers, or between the Company and an entity or other organization in which one or more of the Company's Managers, Members or officers is a managerial official or has a financial interest.

An otherwise valid contract or transaction is valid notwithstanding that a Manager, Member or officer of the corporation is present at or participates in the meeting of the Managers, Members or officers, or of a committee of the Managers, Members or officers that authorizes the contract or transaction, or votes or signs, in the person's capacity as a Manager, Member or officer, a written consent of Managers, Members or officers to authorize the contract or transaction, if: (1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed to or known by (a) the Managers, Members or officers or a committee of the Managers, Members or officers and the Managers, Members or officers or committee in good faith authorize the contract or transaction by the affirmative vote of the majority of the disinterested Managers, Members or officers or committee members, regardless of whether the disinterested Managers, Members or officers or committee members constitute a quorum; or (b) the Members of the Company, and the Members in good faith approve the contract or transaction by vote of the Members; or (2) the contract or transaction is fair to the Company when the contract or transaction is authorized, approved, or ratified by the Managers, Members or officers, a committee of the Managers, Members or officers, or the Members of the Company.

6.05 Number and Term of Office. The number of Managers of the Company shall be determined from time to time by resolution of the Managers, and shall consist of at least one (1); provided, however, that no decrease in the number of Managers that would have the effect of shortening the term of an incumbent Manager may be made by the Managers. If the Managers make

no such determination, the number of Managers shall be the number set forth in the Certificate of Formation as the number of Managers constituting the initial Managers. Each Manager shall hold office for the term for which he is elected and thereafter until his successor shall have been elected and qualified, or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Formation, Managers need not be Members or residents of the State of Texas.

6.06 Vacancies; Removal; Resignation. Any Manager position to be filled by reason of an increase in the number of Managers or other reason may be filled by election at an annual or special meeting of Members called for that purpose. A Manager elected to fill a vacancy occurring other than by reason of an increase in the number of Managers shall be elected for the unexpired term of his predecessor in office. At any meeting of Members at which a quorum of Members is present called expressly for that purpose, or pursuant to a written consent adopted pursuant to this Agreement, any Manager may be removed, with or without cause, by a unanimous consent. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the remaining Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

6.07 Compensation. For their services in the management of the Company and its operations, the Managers may receive such compensation, if any, as may be designated from time to time by a Simple Majority of the Members.

6.08 Reimbursement. The Managers are not required to advance any funds to pay costs and expenses of the Company. However, in the event the Managers advance such funds, the Managers shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder, including the portion of their overhead reasonably allocable to Company activities.

6.09 Meetings.

(a) Unless otherwise required by law or provided in the Certificate of Formation or this Agreement, a majority of the total number of Managers fixed by, or in the manner provided in, the Certificate of Formation or this Agreement shall constitute a quorum for the transaction of business of the Managers, and the act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers. A Manager who is present at a meeting of the Managers at which action on any Company matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

(b) Meetings of the Managers may be held at such place or places as shall be determined from time to time by resolution of the Managers. At all meetings of the Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Managers. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) In connection with any annual meeting of Members at which Managers were elected, the Managers may, if a quorum is present, hold their first meeting for the transaction of

business immediately after and at the same place as such annual meeting of the Members. Notice of such meeting at such time and place shall not be required.

(d) Regular meetings of the Managers shall be held at such times and places as shall be designated from time to time by resolution of the Managers. Notice of such regular meetings shall not be required.

(e) Special meetings of the Managers may be called by any Manager on at least 24 hours notice to each other Manager. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for by the Certificate of Formation or this Agreement. Notice of special meetings may be given by facsimile or electronic message (e-mail).

6.010 Approval or Ratification of Acts or Contracts by Members. The Managers in their discretion may submit any act or contract for approval or ratification at any annual meeting of the Members, or at any special meeting of the Members called for the purpose of considering any such act or contract. Any act or contract that shall be approved or be ratified by a majority of the Managers shall be as valid and as binding upon the Company and upon all the Members as if it shall have been approved or ratified by every Member of the Company.

6.11 Action Without Meeting. Any action permitted or required by the TBOC, the Certificate of Formation or this Agreement to be taken at a meeting of the Managers or any committee designated by the Managers may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all the Managers or members of such committee, as the case may be. Every written consent shall bear the date of signature of each Manager who signs the consent, and the consent may be in one or more counterparts. A telegram, telex, cablegram or similar transmission by a Manager, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Manager, shall be regarded as signed by the Manager for purposes of this paragraph. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Texas, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Managers or any such committee, as the case may be. The signed consent or a signed copy of the consent shall be kept on file at the principal office of the Company.

6.12 Action by Telephone Conference or Other Remote Communications Technology. Subject to the requirements of the TBOC, the Certificate of Formation or this Agreement for notice of meetings, unless otherwise restricted by the Certificate of Formation, Managers, or members of any committee designated by the Managers, may participate in and hold a meeting of the Managers or any committee of Managers, as the case may be, by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Or, another suitable electronic communications system may be used including video-conferencing technology or the Internet, but only if each Manager entitled to participate in the meeting consents to the meeting being held by means of that system and the system provides access to the meeting in a manner or using a method by which each Manager participating in the meeting can communicate concurrently with each other participant. Participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.13 Broad Discretion and Authority of Managers. Each Member acknowledges and understands that the Managers are granted broad discretion and authority under this Agreement and that the Managers' exercise of such broad discretion and authority may impair the value of the Membership Interest of the Member. Such Member further acknowledges and understands that the Managers would not cause the Company to issue a Membership Interest to the Member if the Managers did not have such broad discretion and authority, and such Member agrees not to challenge the Manager's exercise of such discretion and authority.

ARTICLE VII CONFIDENTIAL INFORMATION

7.01 Confidential Information. The Members agree that the Managers from time to time may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business, affairs, properties, and financial condition of the Company should be kept confidential and not provided to some or all other Members, and that it is not just or reasonable for those Members or assignees or representatives thereof to examine or copy that information. The Members acknowledge that, from time to time, they may receive information from or regarding the Company in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Company or persons with which it does business. Each Member shall hold in strict confidence any information it receives regarding the Company that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than another Member or a Manager, except for disclosures (i) compelled by law (but the Member must notify the Managers promptly of any request for that information, before disclosing it, if practicable), (ii) to advisers or representatives of the Member or persons to which that Member's Membership Interest may be transferred as permitted by this Agreement, but only if the recipients have agreed to be bound by the provisions of this paragraph, or (iii) of information that Member also has received from a source independent of the Company that the Member reasonably believes obtained that information without breach of any obligation of confidentiality.

7.02. Specific Performance. The Members acknowledge that breach of the provisions of paragraph 7.01 of this Agreement may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Members agree that the provisions of paragraph 7.01 of this Agreement may be enforced by specific performance.

ARTICLE VIII MEETING OF MEMBERS

8.01 Meetings.

(a) A quorum shall be present at a meeting of Members if the holders of a Simple Majority are represented at the meeting in person or by proxy. With respect to any matter, other than a matter for which the affirmative vote of the holders of a specified portion of the Percentage Interests of all Members entitled to vote is required by the TBOC or this Agreement, the affirmative vote of a Simple Majority at a meeting of Members at which a quorum is present shall be the act of the Members, except as provided by another specific provision in this Agreement.

(b) All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or outside the State of Texas as shall be specified or fixed in the notices or waivers of notice thereof; provided that any or all Members may participate in any such meetings by means of conference telephone or similar communications equipment pursuant to paragraph 8.06 of this Agreement.

(c) Notwithstanding the other provisions of the Certificate of Formation or this Agreement, the chairman of the meeting or the holders of a Super Majority shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If such meeting is adjourned by the Members, such time and place shall be determined by a vote of the holders of a Super Majority. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

(d) An annual meeting of the Members, for the election of the Managers and for the transaction of such other business as may properly come before the meeting, shall be held at such place, within or outside the State of Texas, on such date and at such time as the Managers shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the date of organization of the Company or the last annual meeting of Members, whichever most recently occurred.

(e) Special meetings of the Members for any proper purpose or purposes may be called at any time by the Managers or the holders of at least ten percent of the Percentage Interests of all Members. If not otherwise stated in or fixed in accordance with the remaining provisions hereof, the record date for determining Members entitled to call a special meeting is the date any Member first signs the notice of that meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) required by this Agreement may be conducted at a special meeting of the Members.

(f) Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, any such notice shall be deemed to be given when deposited in the United States mail, addressed to the Member at his address on the voting list provided for in paragraph 8.02 of this Agreement, with postage thereon prepaid.

(g) The date on which notice of a meeting of Members is mailed or the date on which the resolution of the Managers declaring a distribution is adopted, as the case may be, shall be the record date for the determination of the Members entitled to notice of or to vote at such meeting, including any adjournment thereof, or the Members entitled to receive such distribution.

(h) Notice of meetings may be given to Members by facsimile or electronic message (e-mail).

8.02 Voting List. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the Percentage Interests held by each. For a period of ten (10) days prior to such meeting, such list shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership records shall be prima-facie evidence as to who are the Members entitled to examine such list or transfer records or to vote at any meeting of Members. Failure to comply with the requirements of this paragraph shall not affect the validity of any action taken at the meeting.

8.03 Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this paragraph. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Managers, before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the Managers, who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two or more persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Percentage Interests that are the subject of such proxy are to be voted with respect to such issue.

8.04 Conduct of Meetings. All meetings of the Members shall be presided over by the chairman of the meeting, who shall be a Manager (or representative thereof) designated by a majority of the Managers. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including the regulation of the manner of voting and the conduct of discussion.

8.05 Action by Unanimous Written Consent Without Meeting.

(a) Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote, by unanimous written consent of the Members or committee members, as the case may be, setting forth the action so taken. No written consent shall be effective to take the action that is the subject to the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Company in the manner required by this paragraph, the signed consent or consents are delivered to the Company by delivery to its registered office, its principal place of business, or the Managers. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Company's principal place of business shall be addressed to the Managers. Every written consent shall bear the date of signature of each Member who signs the consent, and the consent may be in one or more counterparts. A telegram, telex, cablegram or similar transmission by a Member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member, shall be regarded as signed by the Member for purposes of this paragraph. The signed consent or a signed copy of the consent shall be kept on file at the principal office of the Company.

(b) The record date for determining Members entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office, its principal place of business, or the Managers. Delivery shall be by hand or by certified or registered mail, return receipt requested. Delivery to the Company's principal place of business shall be addressed to the Managers.

(c) If any action by Members is taken by written consent, any articles or documents filed with the Secretary of State of Texas as a result of the taking of the action shall state, in lieu of any statement required by the TBOC concerning any vote of Members, that written consent has been given in accordance with the provisions of the TBOC and that any written notice required by the TBOC has been given.

8.06 Action by Telephone Conference or Other Remote Communications Technology. Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Or, another suitable electronic communications system may be used including video-conferencing technology or the Internet, but only if each member entitled to participate in the meeting consents to the meeting being held by means of that system and the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

8.07 Classes of Members; Voting. At an annual or special meeting called for that purpose, the Members may from time to time establish classes or groups of Members. One or more of the Members' groups or classes may have certain expressed relative rights, powers, and duties, including voting rights, to be established at the time when the classes or groups are created, with seniority granted to one or more class or group as designated by the Members.

ARTICLE IX OFFICERS

9.01 Qualification. The Managers may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Texas, a Member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular officers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Managers pursuant to this paragraph. Each officer shall hold office until his successor shall be duly designated and qualify for such office, until his death, or until he shall resign or shall have been removed in the manner hereinafter provided. Any vacancy occurring in any office of the Company (other than Manager) may be filled by the Managers. Any number of offices may be held by the one person.

9.02 Compensation. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers. However, election or appointment of an officer or agent shall not of itself, nor shall anything in this Agreement, create contract rights.

9.03 Resignation. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

9.04 Removal. Any officer may be removed as such, either with or without cause, by the Managers whenever in their judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE X INDEMNIFICATION

10.01 Right to Indemnification. Subject to the limitations and conditions as provided in this Article, each person who was or is made a party or is threatened to be made a party to or is involved in any Proceeding, or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Member or Manager of the Company or while a Member or Manager of the Company is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the TBOC, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorney's fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article shall be deemed contract rights,

and no amendments, modification or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceeding arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article could involve indemnification for negligence or under theories of strict liability.

10.02 Advance Payment. The right to indemnification conferred in this Article shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under paragraph 10.01 of this Agreement who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article or otherwise.

10.03 Indemnification of Officers, Employees and Agents. The Company, by adoption of a resolution of the Managers, may indemnify and advance or reimburse expenses to an officer, employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Managers under this Article; and, the Company may indemnify and advance or reimburse expenses to persons who are not or were not Managers, officers, employees, or agents of the Company but who are or were serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person to the same extent that it may indemnify and advance expenses to Managers under this Article.

10.04 Appearance as a Witness. Notwithstanding any other provision of this Article, the Company may pay or reimburse expenses incurred by a Member or Manager in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

10.05 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which a Member or Manager or other person indemnified pursuant to paragraph 10.03 of this Agreement may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation or this Agreement, agreement, vote of disinterested Managers or otherwise.

10.06 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself and any person who is a Member or was serving as a Manager, officer, employee or agent of the Company or is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article.

10.07 Member Notification. To the extent required by law, any indemnification of or advance of expenses to a Member or Manager in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the twelve month period immediately following the date of the indemnification or advance.

10.08 Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Member or Manager or any other person indemnified pursuant to this Article as to costs, charges, and expenses (including attorney's fees), judgments, fines and amounts paid in settlement with respect to any action, suit or Proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XI TAXES

11.01 Tax Returns. The Managers shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making the elections described in paragraph 11.02 of this Agreement. Each Member shall furnish to the Managers all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

11.02 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company's fiscal year;
- (b) to adopt the cash method of accounting for keeping the Company's books and records;
- (c) if a distribution of Company property as described in Section 734 of the Internal Revenue Code occurs or if a transfer of a Membership Interest as described in Section 743 of the Internal Revenue Code occurs, on written request of any Member, to elect, pursuant to Section 754 of the Internal Revenue Code, to adjust the basis of Company properties;
- (d) to elect to amortize the organizational expenses of the Company and the startup expenditures of the Company under Section 195 of the Internal Revenue Code ratably over a period of sixty (60) months as permitted by Section 709(b) of the Internal Revenue Code; and
- (e) any other election the Managers may deem appropriate and in the best interest of the Members.

Either the Company or any Manager or Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 subtitle A of the Internal Revenue Code or any similar provisions of applicable state law.

11.03 "Tax Matters Partner." A majority of the Managers shall designate one Manager that is a Member to be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Internal Revenue Code; or, if there is no Manager that is a Member, the "tax matters partner" shall be a Member that is designated as such by a Simple Majority. Any Member who is designated "tax matters partner" shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Internal Revenue Code. Any Member who is designated "tax matters partner" shall inform each other Member of all significant matters that may come to its attention in its capacity as "tax matters partner" by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity. Any Member who is designated "tax matters partner" may not take action contemplated by Section 6222 through 6232 of the Internal Revenue Code without the consent of a Simple Majority, but this sentence does not authorize such Manager (or any other Manager) to take any action left to the determination of an individual Member under Sections 6222 through 6232 of the Internal Revenue Code.

ARTICLE XII BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

12.01 Maintenance of Books. The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members, its Managers and each committee of the Managers. The books of account for the Company shall be maintained on a cash basis in accordance with the terms of this Agreement, except that the Capital Accounts of the Members shall be maintained in accordance with Article IV of this Agreement. The calendar year shall be the accounting year of the Company.

12.02 Accounts. The Managers shall establish and maintain one or more separate bank and investment accounts and arrangements for Company funds in the Company name with financial institutions and firms that the Managers determine. The Managers may not commingle the Company's funds with the funds of any Member; however, Company funds may be invested in a manner the same as or similar to the Managers' investment of their own funds or investments by their Affiliates.

ARTICLE XIII TRANSFERS

13.01 Limited Right to Transfer. No Member or Assignee shall make any Transfer of all or any part of its Membership Interest, whether now owned or hereafter acquired, except (a) with the unanimous consent of the Managers; (b) as provided by Article XIV of this Agreement; (c) as a Defaulting Member as provided by paragraph 15.01(f) of this Agreement; or (d) upon winding up or termination, as provided by paragraph 16.03 of this Agreement. Any attempted Transfer by a person of an interest or right, or any part thereof, in or in respect of the Company other than as specifically provided by this Agreement shall be, and is hereby declared, null and void *ab initio*.

13.02 Rights of an Assignee.

(a) Unless and until an Assignee becomes a Substituted Member of the Company as provided in this Agreement, the Assignee shall be entitled only to (i) allocation of income, gain, loss, deduction, credit, or similar items, and to receive distributions to which the assignor is entitled to the

extent these items were assigned, and (ii) reasonable information or account of transactions of the Company and to make reasonable inspection of the books and records of the Company. The Membership Interest of the Assignee shall not be considered in the voting requirements of the Company, and the Assignee shall have no right to participate in the operations or management of the Company.

(b) In the event that the Members make additional contributions to the Company which the Membership Interest is held by an Assignee, the Assignor Member and its Assignee shall be jointly and severally liable for the corresponding contribution in connection with the Membership Interest held by Assignee. If the Assignor Member or Assignee does not make such contribution in accordance with the provisions of this Agreement, then the Assignor Member and Assignee shall be treated as being in Default. In the event that one or more new Members are admitted into the Company, or one or more existing Members increase their Membership Interest, the Membership Interest of the Assignee may be correspondingly reduced and no consent or other action on the part of such Assignee shall be required.

13.03 Legal Opinion. For the right of a Member to transfer a Membership Interest or any part thereof or of any Person to be admitted to the Company in connection therewith to exist or be exercised, the Company must receive an opinion from legal counsel acceptable to the Managers that states (a) the Transfer is exempt from registration under federal and state securities laws, (b) the Transfer will not cause the Company to be in violation of federal and state securities laws, (c) the Transfer will not adversely affect the status of the Company as a partnership under the Internal Revenue Code or Treasury Regulations, and (d) the Transfer will not result in the Company's being considered to have terminated within the meaning of the Internal Revenue Code or Treasury Regulations. The Managers, however, may waive the requirements of this paragraph.

13.04 Admission as Substituted Member. An Assignee has the right to be admitted to the Company as a Substituted Member with the Percentage Interest and the Capital Commitment so transferred to such person, in the event that:

- (a) the Member making such Transfer grants the Assignee the right to be so admitted;
- (b) such Transfer is consented to in accordance with paragraph 13.01 of this Agreement; and
- (c) a written, signed and dated instrument evidencing the Transfer has been filed with the Company in form and substance reasonably satisfactory to the Managers, and said instrument contains (i) the agreement by the Assignee to be bound by all of the terms and provisions of this Agreement, (ii) any necessary or advisable representations and warranties, including that the Transfer was made in accordance with all applicable laws, regulations, and securities laws, (iii) the Percentage Interests and the Capital Commitments after the Transfer of the Member effecting the Transfer and the person to which the Membership Interest of part thereof is transferred (which together must total the Percentage Interest and the Capital Commitment of the Member effecting the Transfer before the Transfer) and (iv) the name, address and any other pertinent information necessary for amended Exhibit A and to make distributions.

13.05 Transfer to Existing Member. In the event of a Transfer to an existing Member, the

existing Member shall be automatically deemed to be a Substituted Member.

13.06 Third Party Offer. In the event a Member desires to sell all or any portion of its Membership Interest to another person (other than an existing Member), the selling Member shall first offer to sell the Membership Interest to the other existing Members. Upon the receipt of an offer from a Third Party to purchase such Membership Interest, the selling Member shall promptly deliver a copy of the Third Party offer to all other Members. Each Member will have fifteen (15) days from the date of receipt of the Third Party offer to notify the selling Member in writing that the other Member intends to purchase the Membership Interest upon the terms and conditions of the Third Party offer. If more than one other Member desires to purchase the Membership Interest, each of the purchasing Members shall purchase a portion of the Membership Interest that is proportional to that Member's Percentage Interest. If none of the other Members give notification within fifteen (15) days of an intention to purchase the Membership Interest, then the selling Member shall be permitted to sell the Membership Interest to the Third Party upon the terms and conditions of the Third Party offer.

13.07 Reasonable Expenses. The Member effecting a Transfer and the Substituted Member shall pay, or reimburse the Company for, all costs incurred by the Company in connection with the admission of the Substituted Member (including, without limitation, the legal fees incurred in connection with the legal opinions referred to in paragraph 13.03 of this Agreement) on or before the tenth (10th) day after the receipt by that person of the Company's invoice for the amount due. If payment is not made by the date due, the person owing the amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to the Default Interest Rate.

ARTICLE XIV BUYOUT OF MEMBERSHIP INTEREST

14.01 Termination of Marital Relationship.

(a) If the marital relationship of a Member is terminated by death or divorce and such Member does not succeed to all of such Member's spouse's community or separate interest, if any, in the Membership Interest (such spouse is referred to hereafter in this Article as the "Assignee Spouse"), either as outright owner of such Membership Interest or as a trustee of a trust holding such Membership Interest, whether or not such Member is a beneficiary of such trust, then such Member shall have the option to purchase at Fair Value (determined as of the date of the death or divorce of the Member) the Assignee Spouse's interest in the Membership Interest to which such Member does not succeed. Such option must be exercised within ninety (90) days after the death of or the Member's divorce from the Assignee Spouse. Should the Member fail to exercise such option within such 90-day period, then the Company shall have the option to purchase such Membership Interest at Fair Value for a period of ninety (90) days after the lapse of the initial 90-day period.

(b) Any Membership Interest of the Company held by a Member as a trustee of a trust as a result of the death of or the Member's divorce from the Assignee Spouse shall be treated as owned by such Member for purposes of this agreement. If such Member ceases to act as trustee of such trust for any reason, then such Member shall have the option to purchase all of the Membership Interest at Fair Value held in such trust. Such option must be exercised within ninety (90) days after such Member ceases to act as trustee of such trust. Should such Member fail to exercise such option within such 90-day period, then the Company shall have the option to purchase such Membership Interest

for a period of ninety (90) days after the lapse of the initial 90-day period.

14.02 Death of Member. Commencing upon the death of a Member, the surviving Members shall for a period of ninety (90) days have the option to purchase all or any portion of the deceased Member's Membership Interest at Fair Value (determined as of the date of the death of the Member); provided, however, the exercise of said option shall require the approval of the unanimous consent of the Managers. Upon the expiration of ninety (90) days after the death of a Member, the Company shall be obligated to purchase all, and not less than all, of the deceased Member's Membership Interest at Fair Value which the surviving Members do not elect to purchase pursuant to the option granted in the preceding sentence. The Assignee (which may include spouse and executors or administrators of the deceased Member) shall sell all of the deceased Member's Membership Interest to the Company and/or the other Members in accordance with the option or obligation established by this paragraph.

14.03 Bankruptcy of Member. If any Member becomes a Bankrupt Member, the Company shall have the option, exercisable by notice from the Managers to the Bankrupt Member (or its representative) at any time prior to the one hundred eightieth (180th) day after receipt of notice of the occurrence of the event causing it to become a Bankrupt Member, to purchase all or any portion of the Bankrupt Member's Membership Interest at Fair Value (determined as of the date that notice of the exercise of such option is given by the Managers); provided, however, the exercise of said option shall require the approval of the unanimous consent of the Managers. In the event that notice of the exercise of such option is given by the Managers to the Bankrupt Member (or its representative), the Bankrupt Member shall sell its interest to the Company as provided by this Article.

14.04 Insufficient Surplus. If the Company shall not have sufficient surplus to permit it lawfully to purchase the Membership Interest under paragraph 14.01, 14.02 or 14.03 of this Agreement at the time of the closing, the other Members may take such action to vote their respective Membership Interests to reduce the capital of the Company or to take such other steps as may be appropriate or necessary in order to enable the Company lawfully to purchase such Membership Interest.

14.05 Option by Other Members. If the Company fails or declines to exercise an option to purchase a Membership Interest of a Member as provided by this Agreement within the period of time specified for such option, then the other Members shall have the option for a period of ninety (90) days thereafter to purchase such Membership Interest in such proportions as they mutually agree or in proportion to their respective Percentage Interests for the same price and upon the same terms available to the Company.

14.06 Exercise of Option. Any option to purchase a Membership Interest as provided by this Agreement shall be deemed exercised at the time the purchasing party delivers to the selling party written notice of intent to exercise such option along with an initial payment in the form of a certified or cashier's check in the amount of ten percent (10%) of the estimated purchase price anticipated by the purchaser, in person or by United States registered mail, properly stamped and addressed to the last known address of the selling party.

14.07 Determination of Fair Value. The "Fair Value" of a Membership Interest shall be the amount that would be distributable to the Member holding such interest in the event that the assets of the Company were sold for cash and the proceeds, net of liabilities, were distributed to the holders of all Membership Interests pursuant to this Agreement. In the event that the Fair Value of

a Membership Interest is to be determined under this Agreement, the Managers shall select a qualified independent appraiser to make such determination, and the Managers shall make the books and records available to the appraiser for such purpose. The determination of Fair Value made by such appraiser shall be final, conclusive, and binding on the Company, all Members, and all Assignees of a Membership Interest.

14.08 Fees and Expenses of Appraiser. In the case of a purchase and sale of Membership Interest under paragraph 14.01 or 14.02 of this Agreement (in the event of death or divorce of a Member), the fees and expenses of such appraiser shall be paid by the Company. In the case of a purchase and sale of Membership Interest under paragraph 14.03 or 15.01 (in the event of the bankruptcy or default of a Member), the fees and expenses of such appraiser shall be paid by the Bankrupt Member or Defaulting Member, by deducting at closing such fees and expenses from the purchase price to be paid to such Bankrupt Member or Defaulting Member, and remitting the same to the Company. Otherwise, the fees and expenses of such appraiser shall be shared equally by the purchaser and seller.

14.09 Right to Withdraw Option. In the event that a Member has exercised an election to purchase a Membership Interest under this Agreement and Fair Value has been determined as provided by paragraph 14.07 of this Agreement, such Member may elect to terminate its right to purchase within fifteen (15) days following its receipt of the determination of Fair Value, by delivery of written notice to the Company and to the Assignee. In such an event, the initial payment shall be returned to the Member withdrawing the option, and the other Members may elect to purchase the Membership Interest (or portion thereof) in such proportions as they mutually agree or in proportion to their respective Percentage Interests.

14.10 Terms of Purchase.

(a) The closing date for any sale and purchase made pursuant to this Article shall be the later of (i) thirty (30) days after the notice of the exercise of option has been received by the selling party, or (ii) thirty (30) days after the parties have received notice of the Fair Value of the Membership Interest.

(b) Payment of the purchase price for a Membership Interest may be made by the Company and/or the other Members as follows: (i) a down payment equal to ten percent (10%) of the Fair Value to be made at closing, and (ii) the balance of the purchase price, bearing interest at the General Interest Rate determined on the date of closing, to be paid in twenty-four (24) equal monthly installments, with the first payment due thirty (30) days after the date of closing. Any such purchaser shall have the right to pay all or any part of such obligation at any time or times in advance of maturity without penalty. In the event that the Company becomes a party to a Fundamental Business Transaction, such obligation (or remaining portion thereof) shall be paid in full within thirty (30) days of the date that the Company becomes a party to such transaction.

(c) At the closing, the person selling the Membership Interest will transfer the Membership Interest free and clear of any liens or encumbrances, other than those which may have been created to secure any indebtedness or obligations of the Company.

(d) In each event that a Membership Interest in the Company is purchased as described in this Agreement, upon the execution and delivery of the notes or payment of the cash as required

herein, this Agreement shall operate as an automatic transfer to the purchaser of the Membership Interest in the Company. The payment to be made to the selling Member, Assignee, or its representative shall constitute complete release, liquidation and satisfaction of all the rights and interest of the selling Member, Assignee, or its representative (and of all persons claiming by, through, or under the selling Member, Assignee, or its representative) in and in respect of the Company, including, without limitation, any Membership Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Members. The parties shall perform such actions and execute such documents that may be reasonably necessary to effectuate and evidence such purchase and sale, and release as provided by this paragraph.

ARTICLE XV DEFAULT OF A MEMBER

15.01 Failure to Contribute. If a Member does not contribute by the time required all or any portion of a Capital Contribution that Member is required to make as provided in this Agreement, the Company may exercise, on notice to that Member (the "Defaulting Member"), one or more of the following remedies:

(a) taking such action (including, without limitation, court proceedings) as the Managers may deem appropriate to obtain payment by the Defaulting Member of the portion of the Defaulting Member's Capital Contribution that is in default, together with interest thereon at the Default Interest Rate from the date that the Capital Contribution was due until the date that it is made, all at the cost and expense of the Defaulting Member;

(b) permitting the other Members in proportion to their Percentage Interests or in such other percentages as they may agree (the "Lending Member," whether one or more), to advance the portion of the Defaulting Member's Capital Contribution that is in default, with the following results:

(i) the sum advanced constitutes a loan from the Lending Member to the Defaulting Member and a Capital Contribution of that sum to the Company by the Defaulting Member pursuant to the applicable provisions of this Agreement,

(ii) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth (10th) day after written demand therefor by the Lending Member to the Defaulting Member,

(iii) the amount lent bears interest at the Default Interest Rate from the day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member,

(iv) all distributions from the Company that otherwise would be made to the Defaulting Member (whether before or after termination of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the Lending Member (with payments being applied first to accrued and unpaid interest and then to principal),

(v) the payment of the loan and interest accrued on it is secured by a security

interest in the Defaulting Member's Membership Interest, as more fully set forth in paragraph 15.02 of this Agreement, and

(vi) the Lending Member has the right, in addition to the other rights and remedies granted to it pursuant to this Agreement or available to it at law or in equity, to take any action (including, without limitation, court proceedings) that the Lending Member may deem appropriate to obtain payment by the Defaulting Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Defaulting Member;

(c) exercising the rights of a secured party under the Uniform Commercial Code of the State of Texas;

(d) reducing the Defaulting Member's Membership Interest or other interest in the Company;

(e) subordination of the Defaulting Member's Membership Interest to the nondefaulting Member;

(f) a forced sale of the Defaulting Member's Membership Interest at Fair Value and upon the terms of purchase as provided in Article XIV;

(g) forfeiture of the Defaulting Member's Membership Interest; or

(h) exercising any other rights and remedies available at law or in equity.

15.02 Security. Each Member grants to the Company, and to each Lending Member with respect to any loans made by the Lending Member to that Member as a Defaulting Member under this Article, as security, equally and ratably, for the payment of all Capital Contributions that Member has agreed to make and the payment of all loans and interest accrued on them made by Lending Members to that Member as a Defaulting Member pursuant to paragraph 15.01(b) of this Agreement, a security interest in, and a general lien on its Membership Interest and the proceeds thereof, all under the Uniform Commercial Code of the State of Texas. It is expressly agreed that the security interest created thereby shall be governed by Chapter 8 of the Uniform Commercial Code of the State of Texas. On any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Member, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Texas with respect to the security interest granted in this Article. Each Member shall execute and deliver to the Company and the other Members all financing statements and other instruments that the Managers or the Lending Member, as applicable, may request to effectuate and carry out the preceding provisions of this Article. At the option of the Managers or a Lending Member, this Agreement or a carbon, photographic, or other copy hereof may serve as a financing statement.

15.03 Compromise or Release. The obligation of a Defaulting Member or its legal representative or successor to make a contribution or otherwise pay cash or transfer property or to return cash or property paid or distributed to the Defaulting Member in violation of the TBOC or this Agreement may be compromised or released only with the approval of the unanimous consent of the Managers. Notwithstanding the compromise or release, a creditor of the Company who extends

credit or otherwise acts in reasonable reliance on that obligation, after the Member signs a writing that reflects the obligation and before the writing is amended or canceled to reflect the compromise or release, may enforce the original obligation.

15.04 Expulsion. A Member may be expelled from the Company by unanimous vote of all other Members (not including the Member to be expelled) if that Member (a) has willfully violated any provision of this Agreement; (b) committed fraud, theft, or gross negligence against the Company or one or more Members of the Company, or (c) engaged in wrongful conduct that adversely and materially affects the business or operation of the Company. Such a Member shall be considered a Defaulting Member, and the Company or other Members may also exercise any one or more of the remedies provided for in Article 15.01. The Company may offset any damages to the Company or its Members occasioned by the misconduct of the expelled Member against any amounts distributable or otherwise payable by the Company to the expelled Member.

ARTICLE XVI WINDING UP AND TERMINATION

16.01 Event Requiring Termination. The Company shall begin to wind up its affairs upon the first of the following to occur:

- (a) the execution of an instrument approving the termination of the Company by a Simple Majority of the Members;

- (b) the occurrence of any event that terminates the continued membership of the last remaining Member of the Company; provided, however, that the Company is not dissolved if, no later than ninety (90) days after the termination of the membership of the last remaining Member, the legal representative or successor of the last remaining Member agrees to cancel the event requiring winding up, to continue the Company and to become a Member, or to designate another person who agrees to become a Member, as of the date of termination of the membership of the last remaining Member;

- (c) entry of a decree of judicial dissolution of the Company;

- (d) the occurrence of a non-waivable event under the terms of the LBOC which requires the Company to be terminated; or

- (e) by the act of a Simple Majority of the Members, if no capital has been paid into the Company, and the Company has not otherwise commenced business.

16.02 Business May Be Continued. Except as provided in paragraph 16.01(b) of this Agreement:

- (a) an event that requires the winding up of the Company's business shall not terminate the Company if, no later than one year after the date of the event, the Members unanimously consent to cancel the event requiring winding up.

- (b) the expiration of a period of duration that requires the winding up of the Company's business shall not terminate the Company if, no later than three years after the

date the period of duration expires, the Members unanimously consent to amend the Company's Certificate of Formation and this Agreement to extend the Company's period of duration.

16.03 Purchase of Former Member's Membership Interest. Upon an event requiring winding up as provided in 16.01 of this Agreement, the Company's books shall be closed upon the date of such event, so as to determine the Former Member's Membership Interest value on the date ending all of the Former Member's financial interest in the Company. Within one hundred eighty (180) days of such event, the Company shall purchase the Former Member's Membership Interest at Fair Value (as determined by paragraph 14.07 of this Agreement), upon terms of purchase as provided in Article XIV of this Agreement.

16.04 Liquidation. As soon as possible following an event requiring termination of the Company, the Managers shall act as liquidator or may appoint one or more Managers or Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the TBOC. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Managers. The steps to be accomplished by the liquidator are as follows:

(a) as promptly as possible after such event and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the termination occurs or the final liquidation is completed, as applicable;

(b) the liquidator shall cause the notice described in Section 11.052 of the TBOC to be delivered to each known claimant against the Company;

(c) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in paragraph 4.04 of this Agreement) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(d) all remaining assets of the Company shall be distributed to the Members as follows:

(i) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members;

(ii) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(iii) Company property shall be distributed among the Members in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the company occurs (other than those made by reason of this clause (iii)); and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, ninety (90) days after the date of liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this paragraph. Upon completion of all distributions to the Member, such distribution shall constitute a complete return to the Member of its Capital Contributions and release all claims against the Company. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

16.05 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money, pursuant to this Agreement to all Members in proportion to their respective Percentage Interests, upon termination of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

Notice of Deficient Capital Accounts. MMM Ventures, LLC, as Manager will send Notice of a Capital Call to all Members and the Capital Call will be the obligation of 2M Holdings, LP and MMM Ventures, LLC, as Members.

16.06 Certificate of Termination. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Managers (or such other person or persons as the TBOC may require or permit) shall execute, acknowledge and cause to be filed a Certificate of Termination, at which time the Company shall cease to exist as a limited liability company.

ARTICLE XVII AMENDMENT OR MODIFICATION

17.01 Amendment or Modification. This Agreement may be amended or modified from time to time only with a written instrument executed (a) with the unanimous consent of the Managers or (b) by a Super Majority of the Members.

17.02 Special Provisions for Certain Amendments or Modifications.

(a) An amendment or modification reducing a Member's Percentage Interest or increasing its Capital Commitment (other than to reflect changes otherwise provided by this Agreement) is effective only with that Member's consent.

(b) An amendment or modification reducing the required Percentage Interest or other measure for any consent or vote in this Agreement is effective only with the consent or vote of Members having the Percentage Interest or other measure theretofore required.

(c) An amendment to establish the relative rights and preferences of the Membership Interests of any class or series may be made by a committee of Managers, within the authority of Managers or otherwise provided in the Certificate of Formation, the TBOC, or resolutions by Members forming the committee.

(d) An amendment or modification made solely to reflect the admission or withdrawal of a Member (such as to Exhibit A) need not be approved by any Member if the requirements set forth in this Agreement with respect to the admission or withdrawal of the Member are otherwise satisfied.

ARTICLE XVIII GENERAL PROVISIONS

18.01 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. In the event there is only one Member, then references to Members in the plural should be construed as singular; likewise, in the event there is only one Manager, then references to Members in the plural should also be construed as singular.

18.02 Offset. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

18.03 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the person. All notices, requests, and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A or such other address as that Member may specify by notice to the other Members. Any notice, request, or consent to the Company or the Managers must be given to the Managers at the following address:

1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

Whenever any notice is required to be given by law, the Certificate of Formation or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

18.04 Entire Agreement; Supersedes Other Agreements. This Agreement includes the entire agreement of the Members and their Affiliates relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

18.05 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to

the Company is not a consent or waiver to or of any other breach or default in the performance by that person of the same or any other obligations of that person with respect to the Company. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute-of-limitations period has run.

18.06 Binding Effect. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns. However, unless and until properly admitted as a Member, no Assignee will have any rights of a Member beyond those provided expressly set forth in this Agreement or granted by the TBOC to assignees.

18.07 Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

18.08 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

18.09 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

18.10 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

18.11 Indemnification. To the fullest extent permitted by law, each Member shall indemnify the Company, each Manager and each other Member and hold them harmless from and against all losses, costs, liabilities, damages, and expenses (including, without limitation, costs of suit and attorney's fees) they may incur on account of any breach by that Member of this Agreement.

18.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same instrument.

ARTICLE XIX NOTICES AND DISCLOSURES

19.01 Compliance with Regulation D of the Securities Act of 1933. THE OWNERSHIP INTERESTS THAT ARE THE SUBJECT OF THIS COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THE INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, TRANSFERRED, OR OTHERWISE DISPOSED OF UNTIL THE HOLDER

THEREOF PROVIDES EVIDENCE SATISFACTORY TO THE MANAGERS (WHICH, IN THE DISCRETION OF THE MANAGERS, MAY INCLUDE AN OPINION OF COUNSEL) THAT SUCH OFFER, SALE, PLEDGE, TRANSFER, OR OTHER DISPOSITION WILL NOT VIOLATE APPLICABLE FEDERAL OR STATE SECURITIES LAWS. THE OWNERSHIP INTERESTS THAT ARE THE SUBJECT OF THIS COMPANY AGREEMENT ARE SUBJECT TO RESTRICTIONS ON THE SALE, PLEDGE, TRANSFER, OR OTHER DISPOSITION AS SET FORTH IN THIS COMPANY AGREEMENT.

19.02 Notice to Members. By executing this Agreement, each Member acknowledges that it has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the transfer of Membership Interests set forth in this Agreement, and all of the provisions of the Certificate of Formation. Except as otherwise expressly provided by law, each Member hereby agrees that this Agreement constitutes adequate notice of any notice requirement under Chapter 8 of the Uniform Commercial Code, and each Member hereby waives any requirement that any further notice thereunder be given.

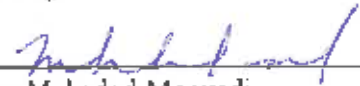
19.03 Limitation of Liability. Pursuant to Article 581-1 *et seq.* of the Texas Revised Civil Statutes (the "Texas Securities Act"), the liability under the Texas Securities Act of a lawyer, accountant, consultant, the firm of any of the foregoing, and any other person engaged to provide services relating to an offering of securities of the Company ("Service Providers") is limited to a maximum of three times the fee paid by the Company or seller of the Company's securities, unless the trier of fact finds that such Service Provider engaged in intentional wrongdoing in providing the services. By executing this Agreement, each Member hereby acknowledges the disclosure contained in this paragraph.

IN WITNESS HEREOF, the Managers have adopted this Company Agreement and the Members have executed this Company Agreement, as of the Effective Date set forth above.

MANAGER:

MMM Ventures, LLC,
a Texas limited liability company

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

MEMBER:

MMM Ventures, LLC,
a Texas limited liability company

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

MEMBER:

2M Holdings, LP,
a Delaware limited partnership

By: 2M Ventures, LLC
a Delaware limited liability company
Its General Partner

By: 
Name: Mehrdad Moayed
Its: Manager

EXHIBIT "A"
MEMBERS OF MM PROPERTY HOLDINGS V, LLC

<u>Member's Name and Address</u>	<u>Percentage Interest</u>
MMM Ventures, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234	1%
2M Holdings, LP 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234	99%

SHIPPED DATE: 5-2-99 RECEIVED DATE: 7-11-96

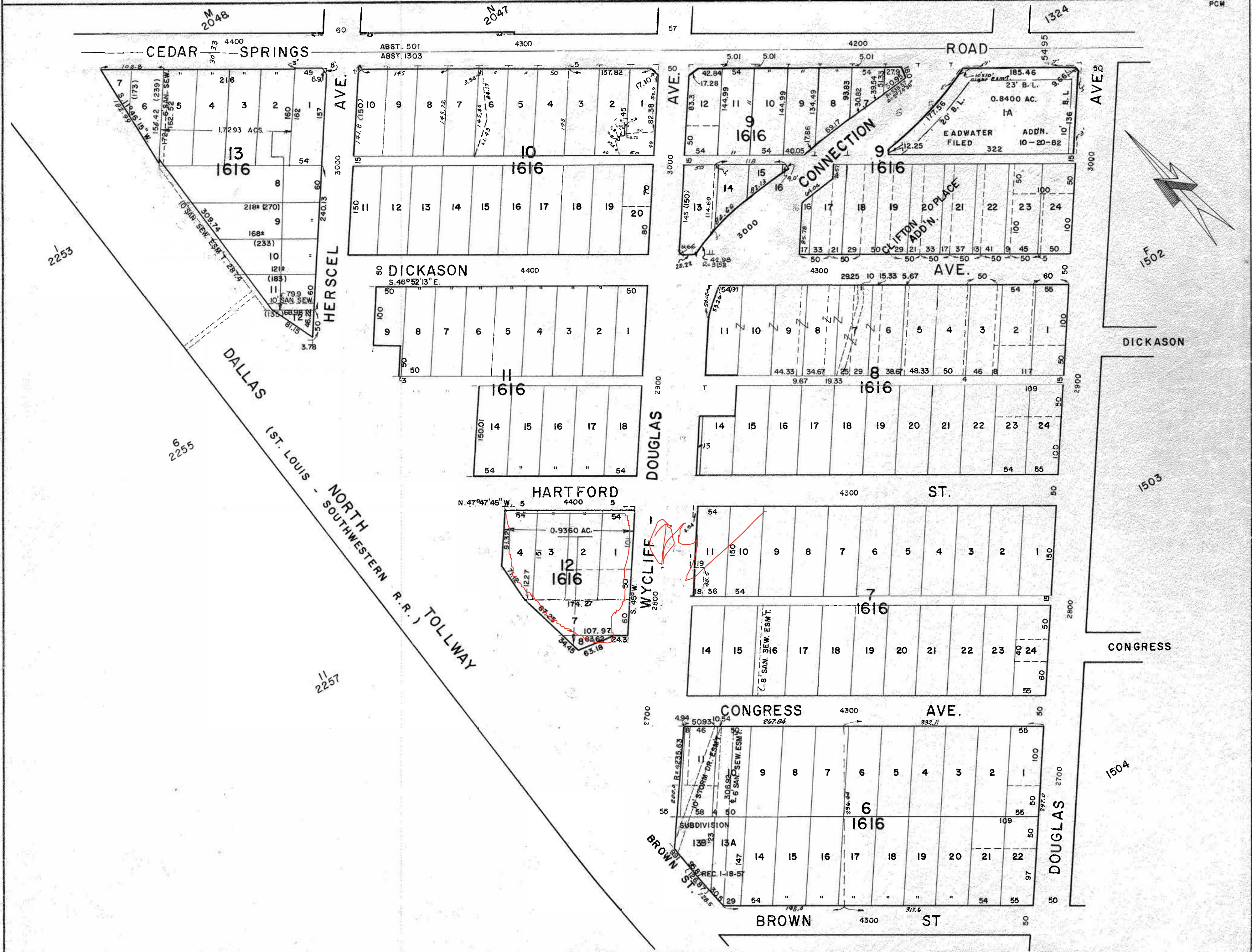
CITY OF DALLAS PLAT BOOKS

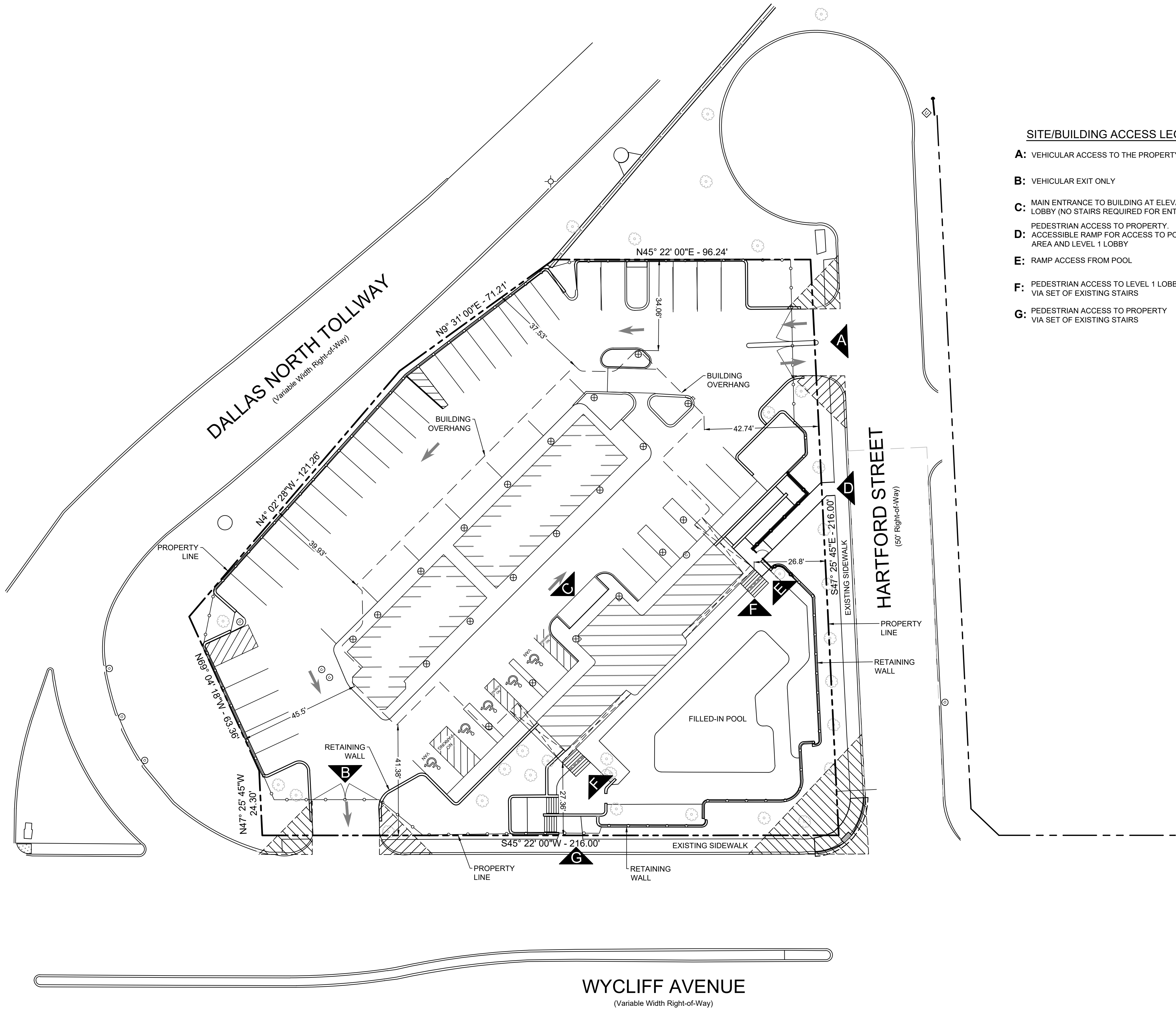
ANNEXED SURVEY J.A. SYLVESTER
ORD. NO. ABST. 1383

ADDITION SCALE 100 FT. EQUALS 1 INCH

D.C. 12-13-82

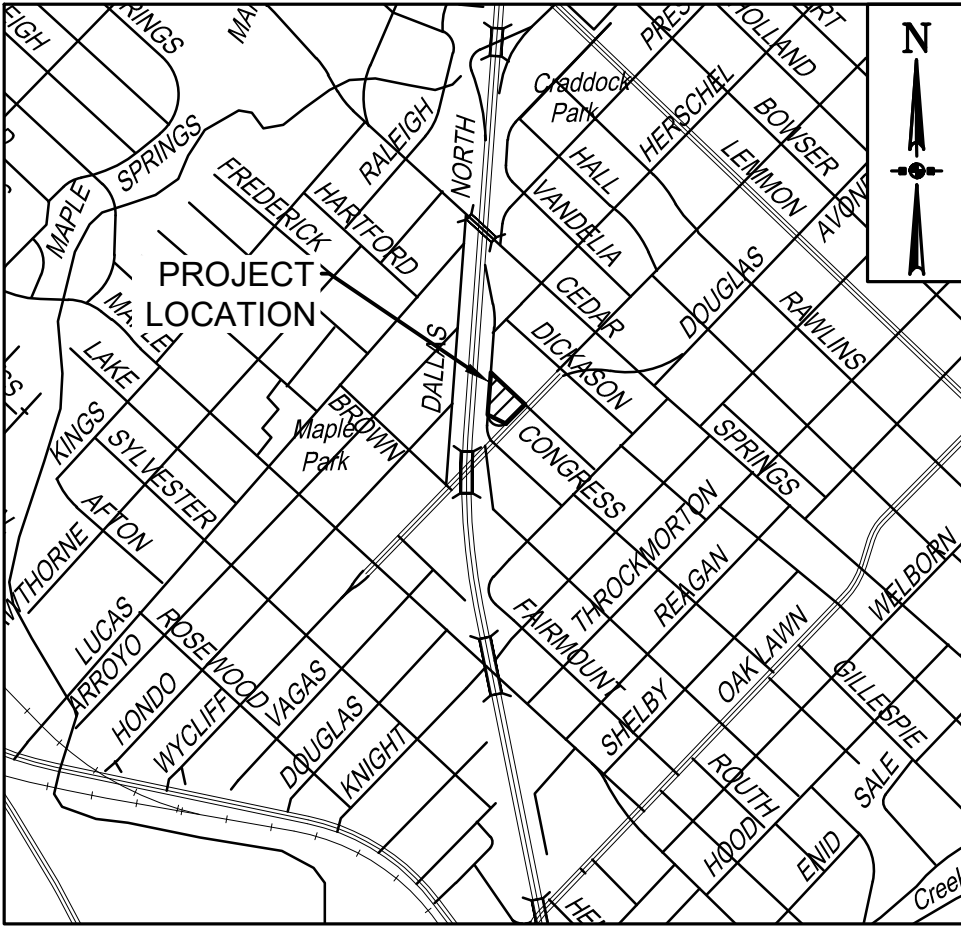
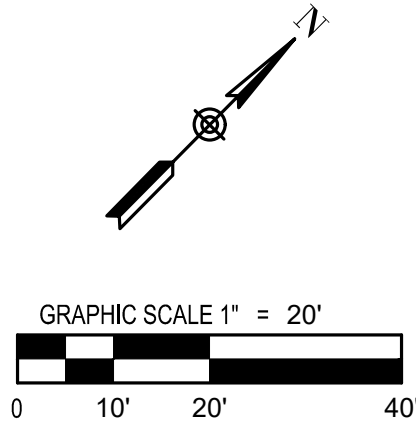
BLOCKS 6 THRU 13
1616
SCHOOL DISTRICT DALLAS





SITE/BUILDING ACCESS LEGEND

- A: VEHICULAR ACCESS TO THE PROPERTY
- B: VEHICULAR EXIT ONLY
- C: MAIN ENTRANCE TO BUILDING AT ELEVATOR LOBBY (NO STAIRS REQUIRED FOR ENTRY)
- D: PEDESTRIAN ACCESS TO PROPERTY. ACCESSIBLE RAMP FOR ACCESS TO POOL AREA AND LEVEL 1 LOBBY
- E: RAMP ACCESS FROM POOL
- F: PEDESTRIAN ACCESS TO LEVEL 1 LOBBY VIA SET OF EXISTING STAIRS
- G: PEDESTRIAN ACCESS TO PROPERTY VIA SET OF EXISTING STAIRS



LOCATION MAP

NOT TO SCALE

MAPSCO
34Z

ZONING NOTES - CURRENT:

DISTRICT:	PD-193 (O-2)
FRONT SETBACK:	20 FEET
SIDE SETBACK:	10 FEET
REAR SETBACK:	10 FEET
MAX LOT COVERAGE:	75%
MAX STRUCTURE HEIGHT:	240 FEET
MAX F.A.R.:	4:1

OVERALL SITE DATA:

SITE AREA:	41,841 SF
FLOOR AREA RATIO:	1.38:1
LOT COVERAGE:	32%
EXISTING ZONING:	PD-193 (O-2)
EXISTING HEIGHT:	81 FEET

PARKING DATA:

MULTIFAMILY
1 SPACE PER 500 SF OF DWELLING UNIT
FLOOR AREA + .25 VISITOR SPACES PER UNIT

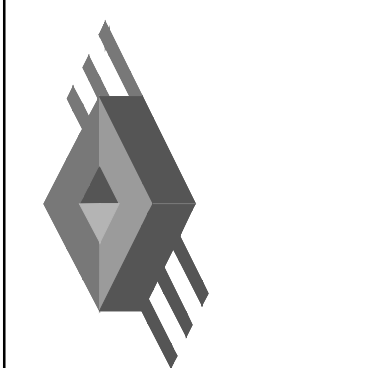
28,727 SF (1 SPACE PER 500 SF)
28,727 / 500 = 57.45 (≈ 58)
48 UNITS (0.25 SPACES PER UNIT)
48 x 0.25 = 12
SPACES REQUIRED = 70

TOTAL PARKING SPACES REQUIRED = 70
TOTAL PARKING SPACES PROVIDED = 50

PARKING BREAKDOWN:
31 STANDARD (9 FT WIDTH)
14 COMPACT (7.5 FT WIDTH)
5 ACCESSIBLE (OF WHICH 2 VAN ACCESSIBLE)

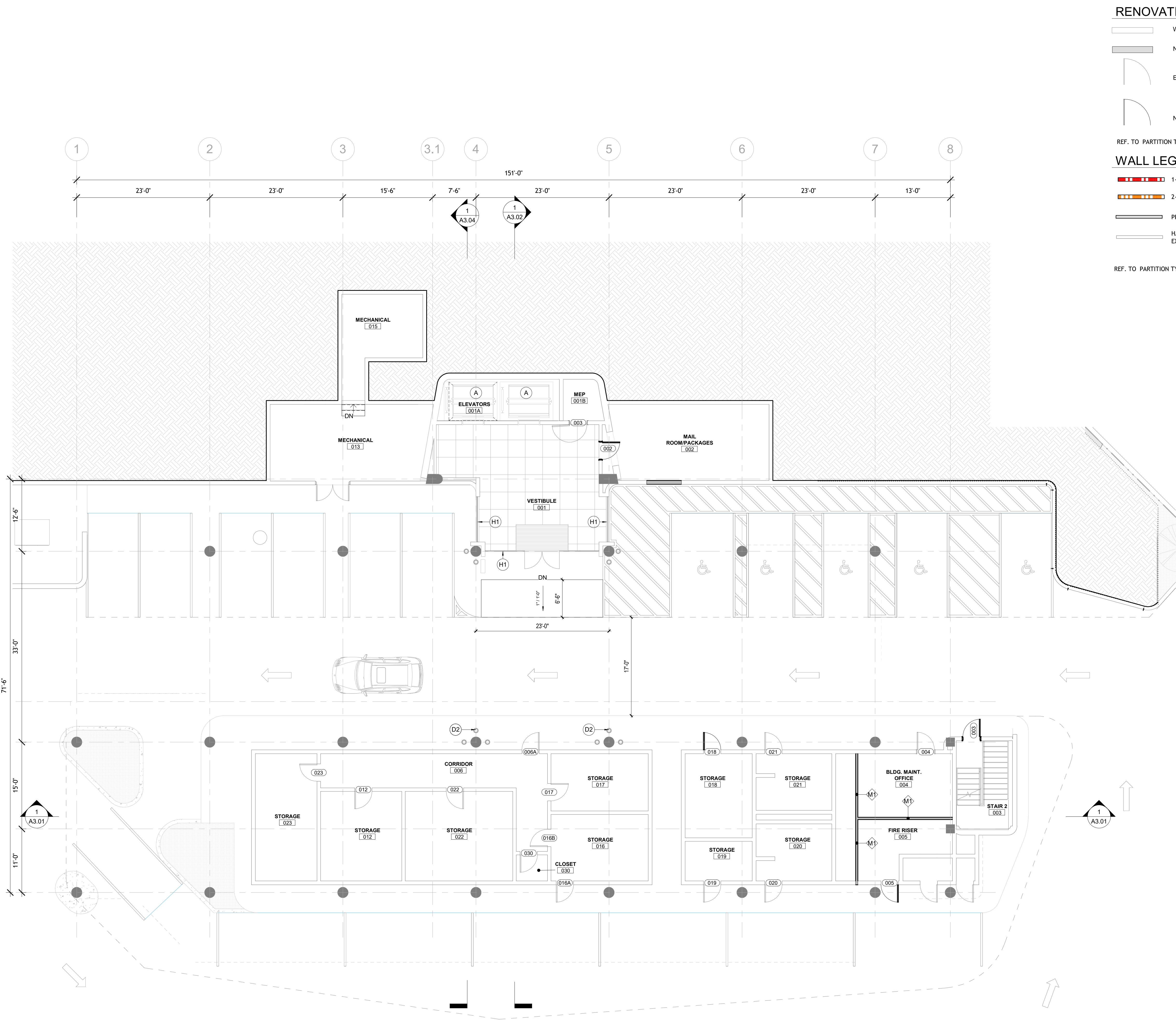
DEVELOPMENT PLAN
2025 SITE IMPROVEMENT PLAN
4401 HARTFORD STREET
DALLAS, TEXAS

JACOB & HEFNER
ASSOCIATES
15110 Dallas Parkway, Ste. 530, Dallas, Texas 75246
Firm Registration No. F-21096
Phone: (972) 834-7316
www.jacobandhefner.com



PRELIMINARY
THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF AND
INTERIM REVIEW
UNDER THE
AUTHORITY OF
STEPHANIE E.
LAUGHLIN P.E. NO.
95763 ON 4/8/25.

H501
1"=20'
DP1



RENOVATION LEGEND

- WALLS/ ITEMS EXISTING TO REMAIN
- NEW WALLS
- EXISTING DOOR TO REMAIN
- NEW DOOR PER SCHEDULE

REF. TO PARTITION TYPES SHEET FOR ADDITIONAL WALL TYPES

WALL LEGEND

- 1-HOUR RATED WALL
- 2-HOUR RATED WALL
- PROPOSED WALLS
- HALFTONE WALLS REPRESENT EXISTING WALLS (VERIFY IN FIELD FOR SPECIFIC TYPE)

REF. TO PARTITION TYPES SHEET FOR ADDITIONAL WALL TYPES

RENOVATION PLAN NOTES

- INTERIOR DIMENSIONS ARE TO THE FACE OF STUD, UNLESS NOTED OTHERWISE. DIMENSIONS TO EXISTING WALLS TO REMAIN ARE TO THE FINISH FACE OF THE WALL, UNLESS NOTED OTHERWISE. EXTERIOR DIMENSIONS ARE TO THE FACE OF MASONRY, UNLESS NOTED OTHERWISE. MASONRY DIMENSIONS ARE NOMINAL, UNLESS NOTED OTHERWISE.
- ALL GLAZING DIMENSIONED OPENINGS ARE ROUGH OPENING DIMENSIONS. REFER TO WINDOW SCHEDULE FOR FRAME DIMENSIONS.
- ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR AND ANY DISCREPANCIES SHALL BE PROMPTLY REPORTED TO THE ARCHITECT.
- PATCH AND PREP ALL EXISTING WALLS TO REMAIN, AS REQUIRED, FOLLOWING DEMOLITION.
- LOCATE DOORS 6" FROM NEAREST CORNER TO ROUGH OPENING, UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS ARE NOMINAL TO THE NEAREST 1/8".
- PATCH AND REPAIR ALL CONCRETE SLABS AS REQUIRED WHERE CURBS, HOUSEKEEPING PADS, AND OTHER BUILDING COMPONENTS HAVE BEEN REMOVED FOR A CLEAN, LEVEL, AND CONSISTENT SURFACE.
- REFER TO I.D. SHEETS FOR INTERIOR DESIGN, FF&E, AND FINISHES.

inedesign

NOT FOR CONSTRUCTION

PROJECT NUMBER: 25104

PROJECT ADDRESS: 2801 WYCLIFF AVE. DALLAS, TX 75219

DATE: 05/02/2025

ISSUANCE: ISSUE FOR PRICING

REVISION DATE

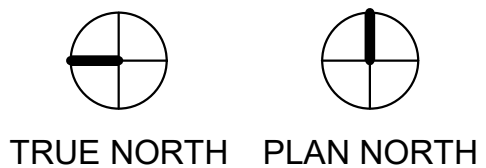
BRANIFF LOFTS

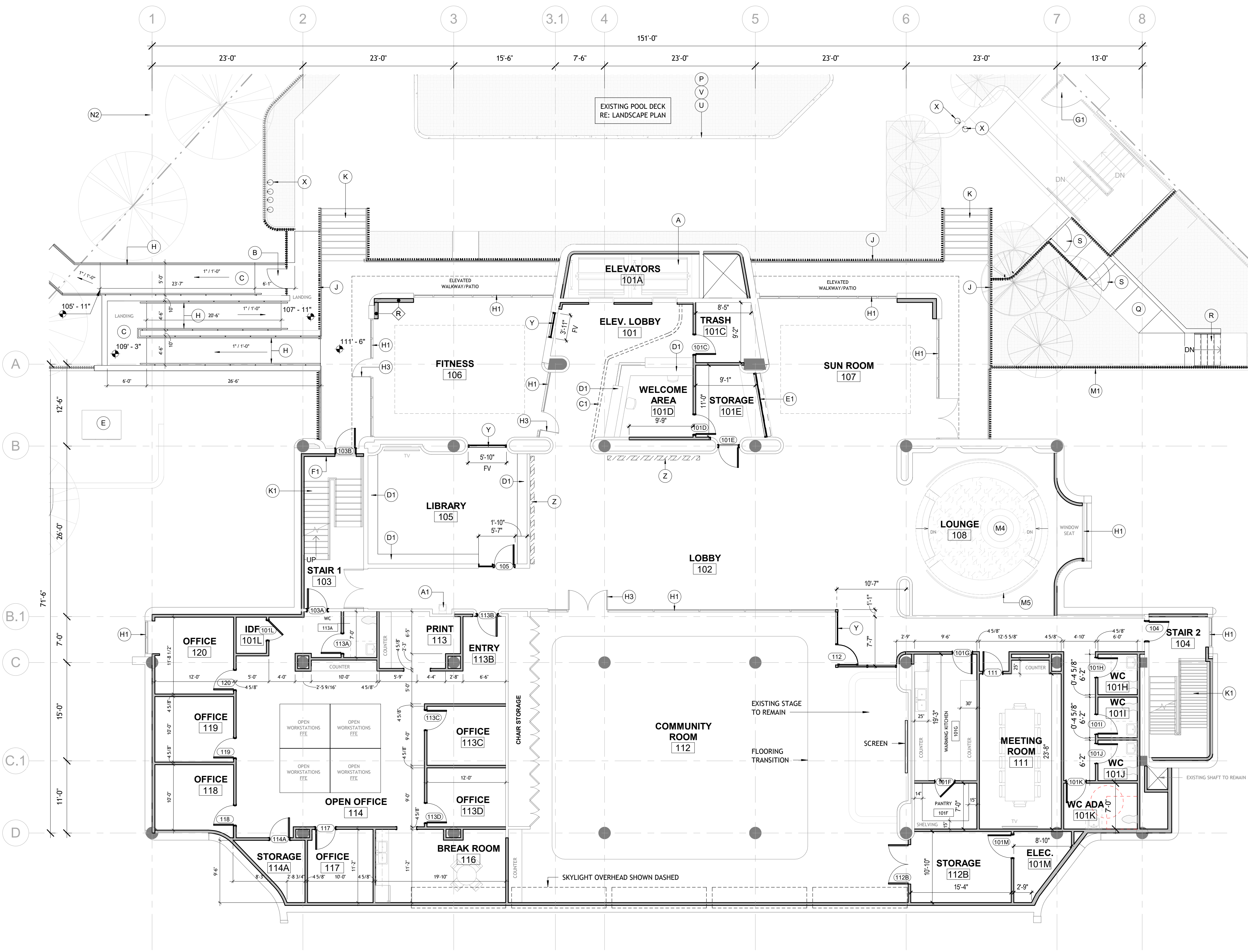
RENOVATION PLAN - GROUND LEVEL

A1.01

DRAWN BY: MT

1 RENOVATION PLAN - GROUND LEVEL
1/8" = 1'-0"





RENOVATION LEGEND

- WALLS/ ITEMS EXISTING TO REMAIN
- NEW WALLS
- EXISTING DOOR TO REMAIN
- NEW DOOR PER SCHEDULE

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- REFER TO I.D. SHEETS FOR INTERIOR DESIGN, FF&E, AND FINISHES.

KEY NOTES - RENOVATION

- A REPAIR EXISTING ELEVATOR - COORDINATE ALL ELEVATOR EQUIPMENT REQUIREMENTS, HOISTWAY CLEARANCES AND SUPPORT REQUIREMENTS WITH ELEVATOR CONTRACTOR PRIOR TO CONSTRUCTION, NOTIFY ARCHITECT OF ANY DISCREPANCIES OR MODIFICATIONS PRIOR TO CONSTRUCTION. REFER TO ELEVATOR NARRATIVE DATED APRIL 13, 2025 FOR ADDITIONAL SCOPE
- A1 REPLACE EXISTING ELECTRICAL WATER COOLER- REF: PLUMBING.
- B NEW GATE TO MATCH EXISTING FENCE PAINT TO MATCH EXISTING
- C NEW CONCRETE RAMP- REF: LANDSCAPE AND CIVIL
- C1 EXISTING WALLS HERE TO REMAIN AS HEADER CONDITION ABOVE, RE: INTERIOR ELEVATIONS
- D1 NEW MILLWORK, RE: ID
- E NEW TRANSFORMER, RE: ELECTRICAL DWGS
- E1 NEW STOREFRONT WALL OVER EXISTING WELCOME DESK MILLWORK, EXISTING MILLWORK TO BE REPAIRED AND REWORKED, RE: ID
- F1 EXISTING HISTORIC WALL COVERING TO REMAIN, REPAIR AND CLEAN AS REQUIRED
- G1 EXISTING PEDESTRIAN ACCESS WAY TO REMAIN
- H NEW METAL HANDRAIL, WALL-MNTD, PRE-FINISHED TO MATCH EXISTING
- H1 EXISTING STOREFRONT- REPAIR AS REQUIRED. REPLACE ALL MISSING OR DAMAGED GLAZING TO MATCH EXISTING. REPAIR ALL COMPONENTS OF STOREFRONT SYSTEM AS REQUIRED. REPLACE HARDWARE PER SCHEDULE. REPAIR FINISH TO LIKE NEW CONDITION TO MATCH EXISTING. REPLACE ALL SEALANTS.
- H3 EXISTING STOREFRONT DOOR TO REMAIN, REPAIR AND REFINISH AS REQUIRED TO MATCH ORIGINAL FINISH. REPLACE BROKEN PANES WHERE NECESSARY
- J EXISTING METAL GUARDRAIL TO BE REPAIRED, REFINISHED AND ADD NEW PICKETS TO COMPLY WITH CODE
- K EXISTING EXTERIOR STEEL STAIR WITH CONC. TREADS TO BE REPAIRED AND REFINISHED AS NEEDED
- K1 EXISTING STAIR TO REMAIN STAIRS - REPLACE DAMAGED GUARDRAIL, ADD SIMILAR PICKETS TO MEET CODE AND PAINT TO MATCH EXISTING FINISH. REPAIR ALL STAIR TREADS, NOSINGS, AND LANDINGS WHERE NEEDED.
- M1 NEW SITE, METAL FENCING, RE: LANDSCAPE
- M4 EXISTING FIREPLACE- REPAIR AS REQUIRED TO WORKING CONDITION. PROVIDE NEW SECURE CONTROL. REFINISH PER ID. REF: MEP.
- M5 EXISTING HANDRAIL- REPAIR AS REQUIRED TO LIKE NEW CONDITION.
- N2 NEW METAL HANDRAIL, WALL-MNTD, PRE-FINISHED TO MATCH EXISTING
- P EXISTING IN-GROUND POOL TO BE FILLED-IN AND REPLACED WITH ARTIFICIAL TURF, RE: STRUCTURAL FOR FILL REQUIREMENTS AND LANDSCAPE FOR PROPOSED MATERIAL LAYOUT
- Q NEW CONCRETE WALK, RE: LANDSCAPE
- R NEW CONCRETE STAIR, RE: LANDSCAPE
- S NEW METAL, PNTD, SWING GATE, PAINT TO MATCH EXISTING
- U EXISTING POOL COPING TO REMAIN, RE: LANDSCAPE
- V NEW ARTIFICIAL TURF, RE: LANDSCAPE
- X NEW WALL MNTD LIGHT FIXTURES TO REPLACE EXISTING ONES
- Y NEW STOREFRONT INTERIOR WALL, RE: WINDOW SCHEDULE
- Z NEW DISPLAY WALL, FFE

ine design

NOT FOR CONSTRUCTION

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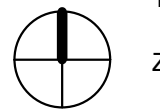
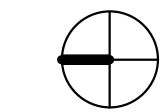
BRANIFF LOFTS

RENOVATION PLAN - LEVEL 1

A1.03

DRAWN BY: AE

1 RENOVATION PLAN - LEVEL 1
1/8" = 1'-0"



TRUE NORTH PLAN NORTH

-UNIT MATRIX-				
UNIT TYPE	BED / BATHS	ACCESSIBILITY	AREA	QUANTITY
1-BEDROOM				
A1	1 BD / 1 BA	FHA	645 SF ... 657 SF	16
A2	1 BD / 1 BA	FHA	612 SF ... 613 SF	8
A3	1 BD / 1 BA	ADA	669 SF ... 681 SF	2
A3	1 BD / 1 BA	FHA	681 SF	1
A3	1 BD / 1 BA	HV	681 SF	1
A4	1 BD / 1 BA	FHA	585 SF ... 593 SF	4
A5	1 BD / 1 BA	FHA	610 SF ... 618 SF	4
STUDIO				
S1	0 BD / 1 BA	FHA	504 SF ... 508 SF	4
S2	0 BD / 1 BA	ADA	528 SF	1
S2	0 BD / 1 BA	FHA	438 SF ... 493 SF	7
TOTAL UNITS				48

RENOVATION LEGEND

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- NEW WALLS
- EXISTING DOOR TO REMAIN
- NEW DOOR PER SCHEDULE

REF. TO PARTITION TYPES SHEET FOR ADDITIONAL WALL TYPES

WALL LEGEND

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- 2-HOUR RATED WALL
- PROPOSED WALLS
- HALFTONE WALLS, REPRESENT EXISTING WALLS (VERIFY IN FIELD FOR SPECIFIC TYPE)

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2.

ALL GLAZING DIMENSIONED OPENINGS ARE ROUGH OPENING DIMENSIONS. REFER TO WINDOW SCHEDULE FOR FRAME DIMENSIONS.
3.

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR AND ANY DISCREPANCIES SHALL BE PROMPTLY REPORTED TO THE ARCHITECT.
4.

PATCH AND PREP ALL EXISTING WALLS TO REMAIN, AS REQUIRED, FOLLOWING DEMOLITION.
5.

LOCATE DOORS 6" FROM NEAREST CORNER TO ROUGH OPENING, UNLESS NOTED OTHERWISE.
6.

ALL DIMENSIONS ARE NOMINAL TO THE NEAREST 1/8".
7.

PATCH AND REPAIR ALL CONCRETE SLABS AS REQUIRED WHERE CURBS, HOUSEKEEPING PADS, AND OTHER BUILDING COMPONENTS HAVE BEEN REMOVED FOR A CLEAN, LEVEL, AND CONSISTENT SURFACE.
8.

REFER TO I.D. SHEETS FOR INTERIOR DESIGN, FF&E, AND FINISHES.

KEY NOTES - RENOVATION

- A

REPAIR EXISTING ELEVATOR - COORDINATE ALL ELEVATOR EQUIPMENT REQUIREMENTS, HOISTWAY CLEARANCES AND SUPPORT REQUIREMENTS WITH ELEVATOR CONTRACTOR PRIOR TO CONSTRUCTION, NOTIFY ARCHITECT OF ANY DISCREPANCIES OR MODIFICATIONS PRIOR TO CONSTRUCTION. REFER TO ELEVATOR NARRATIVE DATED APRIL 13, 2025 FOR ADDITIONAL SCOPE.
- F1

EXISTING HISTORIC WALL COVERING TO REMAIN, REPAIR AND CLEAN AS REQUIRED
- H1

EXISTING STOREFRONT- REPAIR AS REQUIRED. REPLACE ALL MISSING OR DAMAGED GLAZING TO MATCH EXISTING. REPAIR ALL COMPONENTS OF STOREFRONT SYSTEM AS REQUIRED. REPLACE HARDWARE PER SCHEDULE. REPAIR FINISH TO LIKE NEW CONDITION TO MATCH EXISTING. REPLACE ALL SEALANTS.
- K1

EXISTING STAIR TO REMAIN STAIRS - REPLACE DAMAGED GUARDRAIL, ADD SIMILAR PICKETS TO MEET CODE AND PAINT TO MATCH EXISTING FINISH. REPAIR ALL STAIR TREADS, NOSINGS, AND LANDINGS WHERE NEEDED.
- L1

REMOVE AND DISPOSE OF EXISTING BALLAST AND EPDM MEMBRANE IN THEIR ENTIRETY. EXISTING INSULATION TO REMAIN. IF WET/DAMAGED INSULATION IS ENCOUNTERED CONTRACTOR IS TO NOTIFY ARCHITECT PRIOR TO REPLACEMENT.
- L2

REPAIR EXISTING SKYLIGHT AND REPLACE WITH NEW GLAZING, MULLIONS, ETC. AS NEEDED TO MATCH EXISTING. COORDINATE NEW ROOF FLASHING REPLACEMENT IN ORDER TO WATERPROOF ALL SKYLIGHT CURBS AND STRUCTURE.

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NOT FOR CONSTRUCTION

ine design, LLC
805 ELM STREET
DALLAS, TEXAS 75202

PROJECT NUMBER:
25104

PROJECT ADDRESS:
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DALLAS , TX 75219

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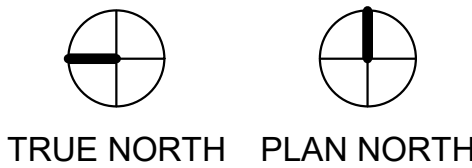
ISSUANCE:
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RENOVATION PLAN - LEVEL 2

A1.04



-UNIT MATRIX-				
UNIT TYPE	BED / BATHS	ACCESSIBILITY	AREA	QUANTITY
1-BEDROOM				
A1	1 BD / 1 BA	FHA	645 SF ... 657 SF	16
A2	1 BD / 1 BA	FHA	612 SF ... 613 SF	8
A3	1 BD / 1 BA	ADA	669 SF ... 681 SF	2
A3	1 BD / 1 BA	FHA	681 SF	1
A3	1 BD / 1 BA	HV	681 SF	1
A4	1 BD / 1 BA	FHA	585 SF ... 593 SF	4
A5	1 BD / 1 BA	FHA	610 SF ... 618 SF	4
STUDIO				
S1	0 BD / 1 BA	FHA	504 SF ... 508 SF	4
S2	0 BD / 1 BA	ADA	528 SF	1
S2	0 BD / 1 BA	FHA	438 SF ... 493 SF	7
TOTAL UNITS				48

RENOVATION LEGEND

- WALLS/ ITEMS EXISTING TO REMAIN
- NEW WALLS
- EXISTING DOOR TO REMAIN
- NEW DOOR PER SCHEDULE

REF. TO PARTITION TYPES SHEET FOR ADDITIONAL WALL TYPES

WALL LEGEND

- 1-HOUR RATED WALL
- 2-HOUR RATED WALL
- PROPOSED WALLS
- HALFTONE WALLS, REPRESENT EXISTING WALLS (VERIFY IN FIELD FOR SPECIFIC TYPE)

REF. TO PARTITION TYPES SHEET FOR ADDITIONAL WALL TYPES

RENOVATION PLAN NOTES

1.

INTERIOR DIMENSIONS ARE TO THE FACE OF STUD, UNLESS NOTED OTHERWISE. DIMENSIONS TO EXISTING WALLS TO REMAIN ARE TO THE FINISH FACE OF THE WALL, UNLESS NOTED OTHERWISE. EXTERIOR DIMENSIONS ARE TO THE FACE OF MASONRY, UNLESS NOTED OTHERWISE. MASONRY DIMENSIONS ARE NOMINAL, UNLESS NOTED OTHERWISE.
2.

ALL GLAZING DIMENSIONED OPENINGS ARE ROUGH OPENING DIMENSIONS. REFER TO WINDOW SCHEDULE FOR FRAME DIMENSIONS.
3.

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR AND ANY DISCREPANCIES SHALL BE PROMPTLY REPORTED TO THE ARCHITECT.
4.

PATCH AND PREP ALL EXISTING WALLS TO REMAIN, AS REQUIRED, FOLLOWING DEMOLITION.
5.

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- F1

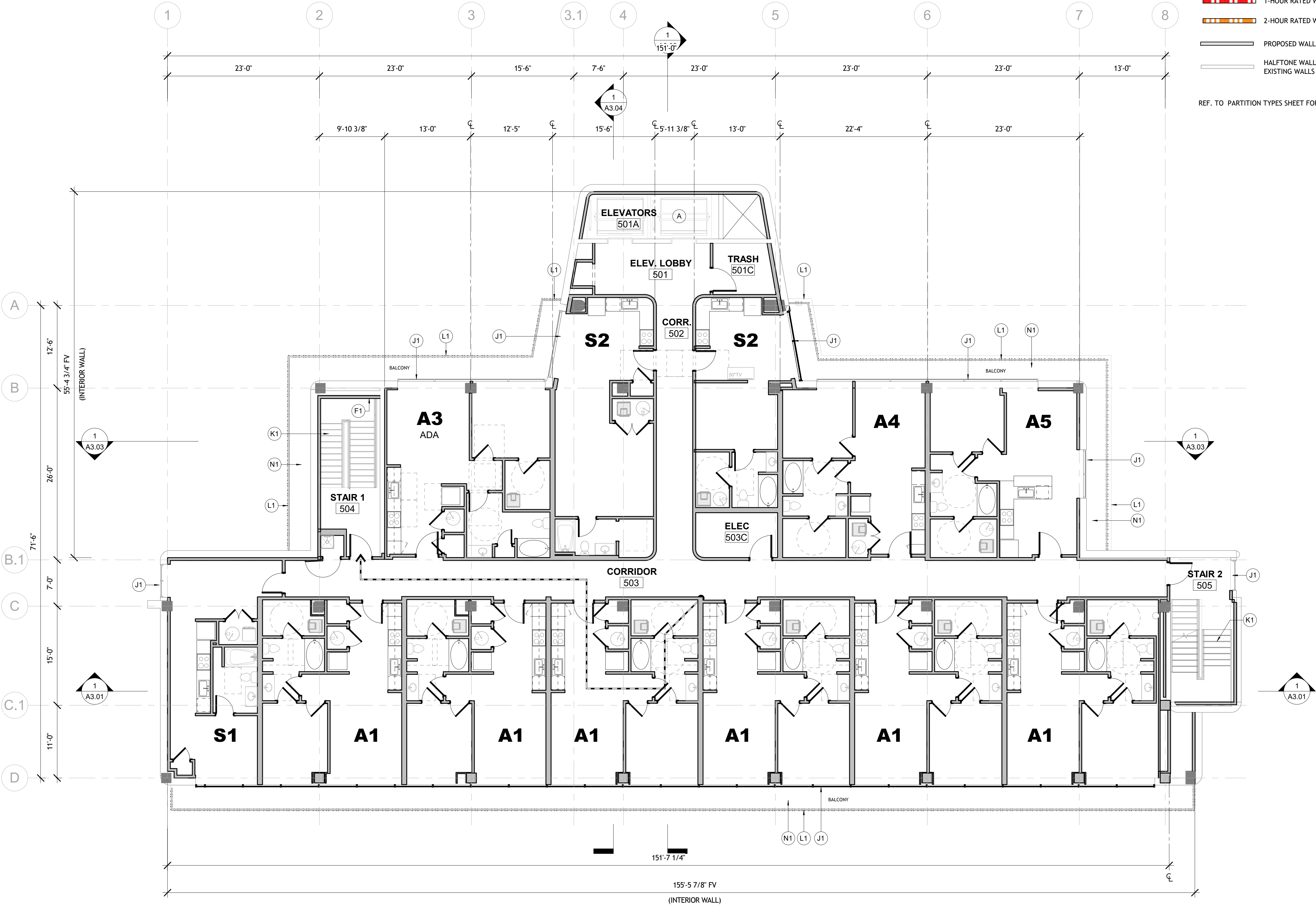
EXISTING HISTORIC WALLCOVERING TO REMAIN, REPAIR AND CLEAN AS REQUIRED
- J1

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- K1

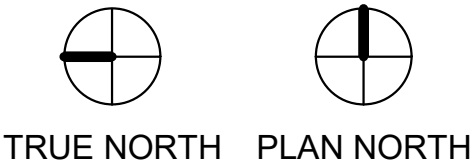
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- L1

REPAIR DAMAGED GUARDRAIL. COMPLETELY REFINISH VERTICAL AND HORIZONTAL PICKETS
- N1

REPAIR EXISTING CONCRETE AS REQUIRED, RE: STRUCTURAL



1 RENOVATION PLAN - LEVELS 3-5
1/8" = 1'-0"



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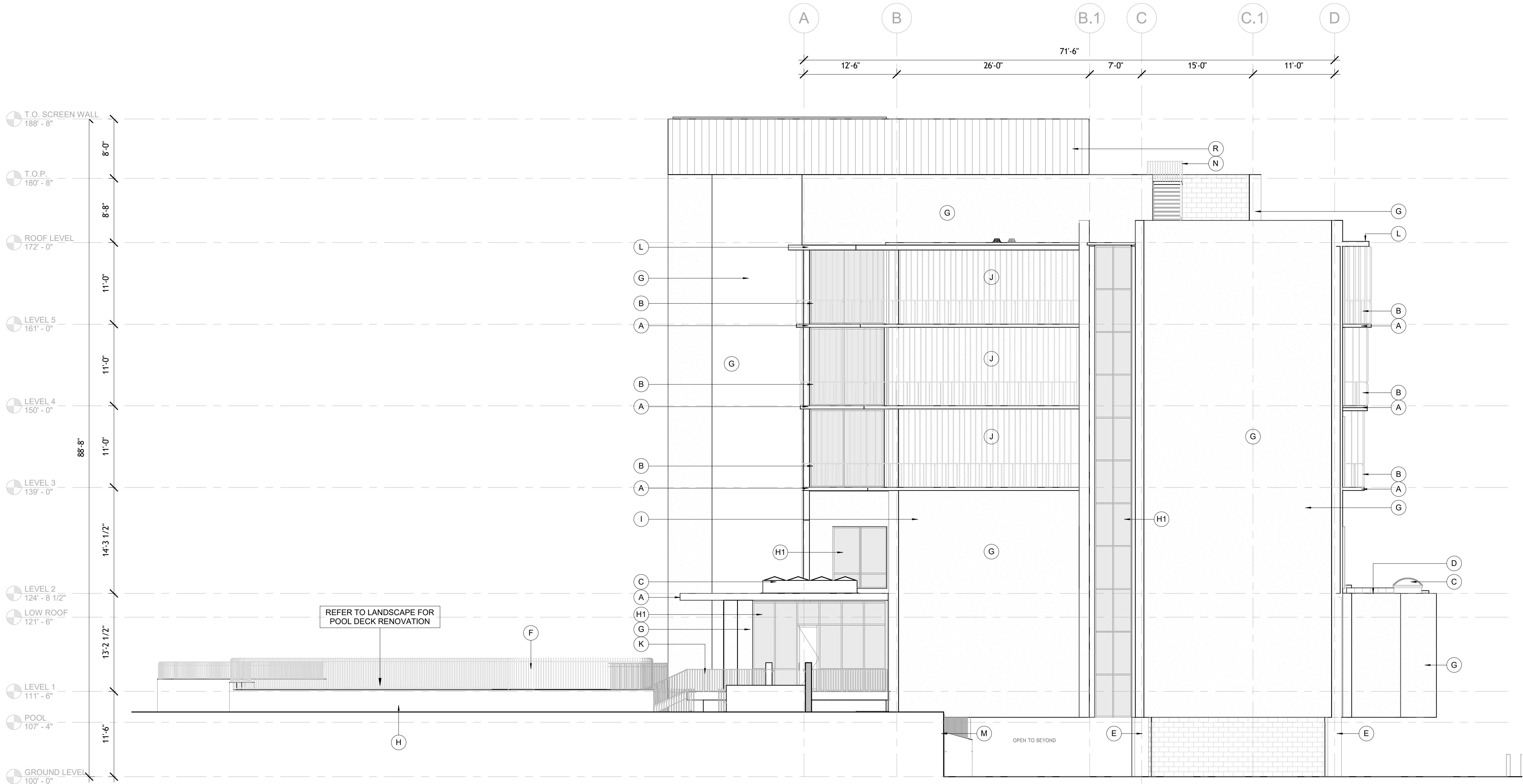
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RENOVATION
PLAN -
LEVELS 3-5

A1.05

DRAWN BY: MT



1 NORTH ELEVATION
1/8" = 1'-0"

GENERAL ELEVATION NOTES

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- H COORDINATE WITH STRUCTURAL AND LANSCAPE FOR NEW RETAINING WALLS MATCH EXISTING TEXTURE AND FINISH.
- H1 EXISTING STOREFRONT WALLS TO REMAIN, REPAIR AND REFINISH AS REQUIRED TO MATCH ORIGINAL FINISH, REPLACE BROKEN PANES WHERE NECESSARY
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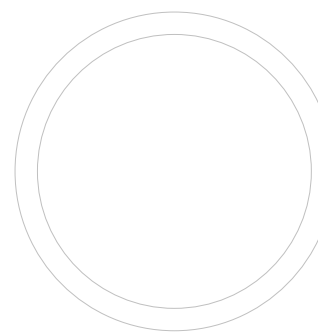
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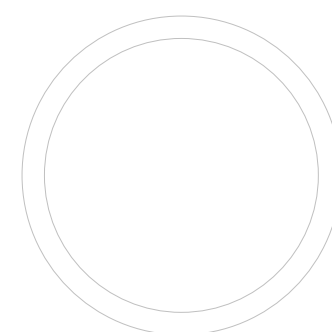
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BUILDING
NORTH
ELEVATION

A2.00

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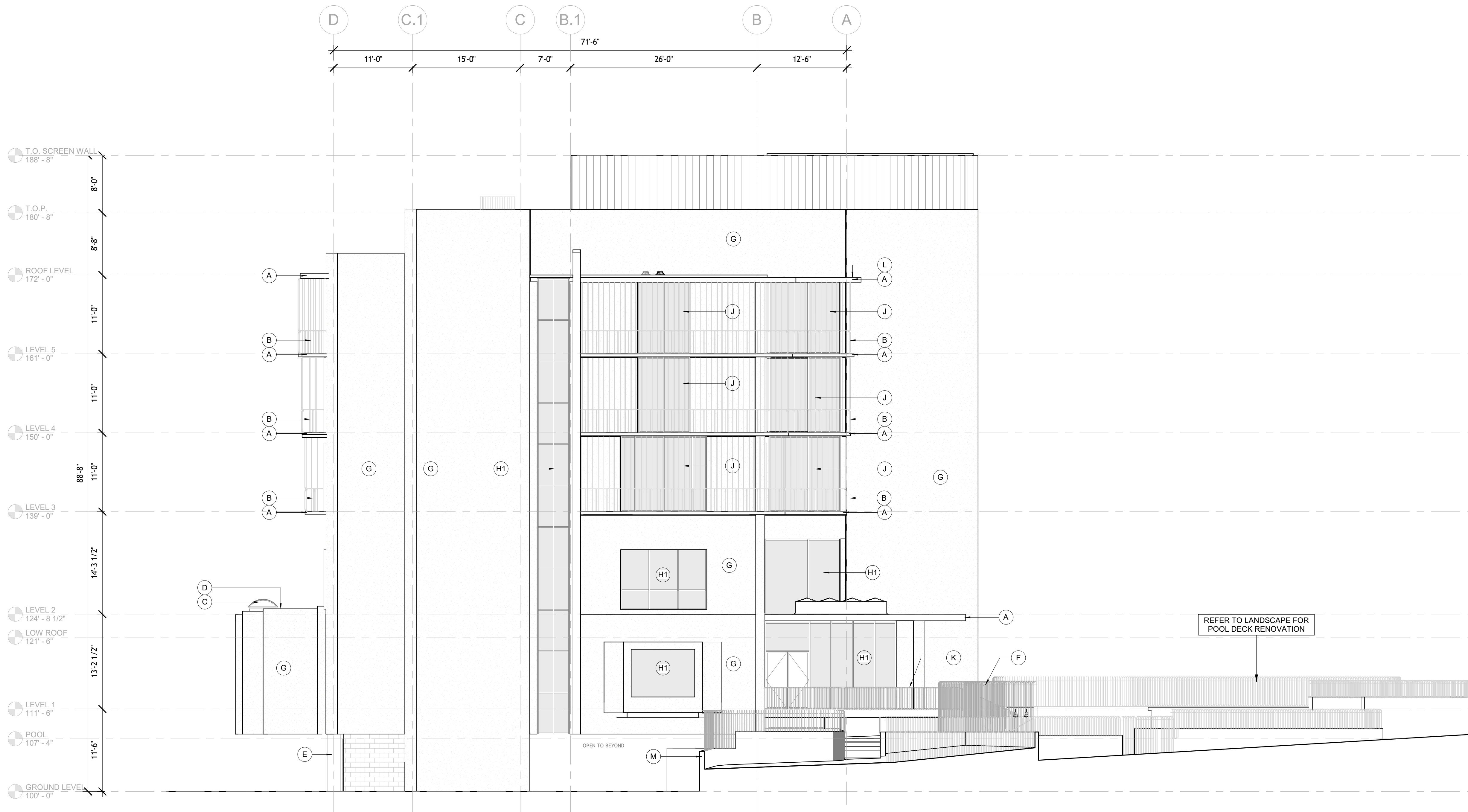


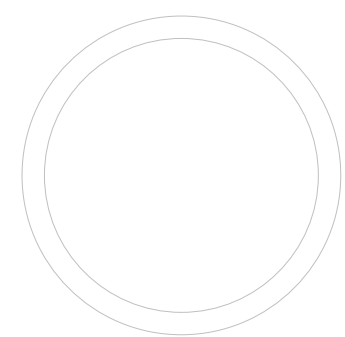
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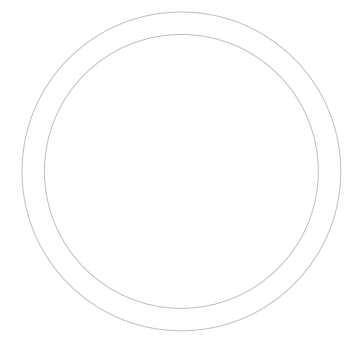
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- P NEW ACCESSIBLE RAMP. MATCH EXISTING RAILING DESIGN AND FINISH.
- Q PROPOSED METAL HANDRAIL, WALL-MNTD, PRE-FINISHED
- R EXISTING ROOF METAL SCREEN WALL TO REMAIN, REPAIR AS REQUIRED-PAINT



REVISION	DATE

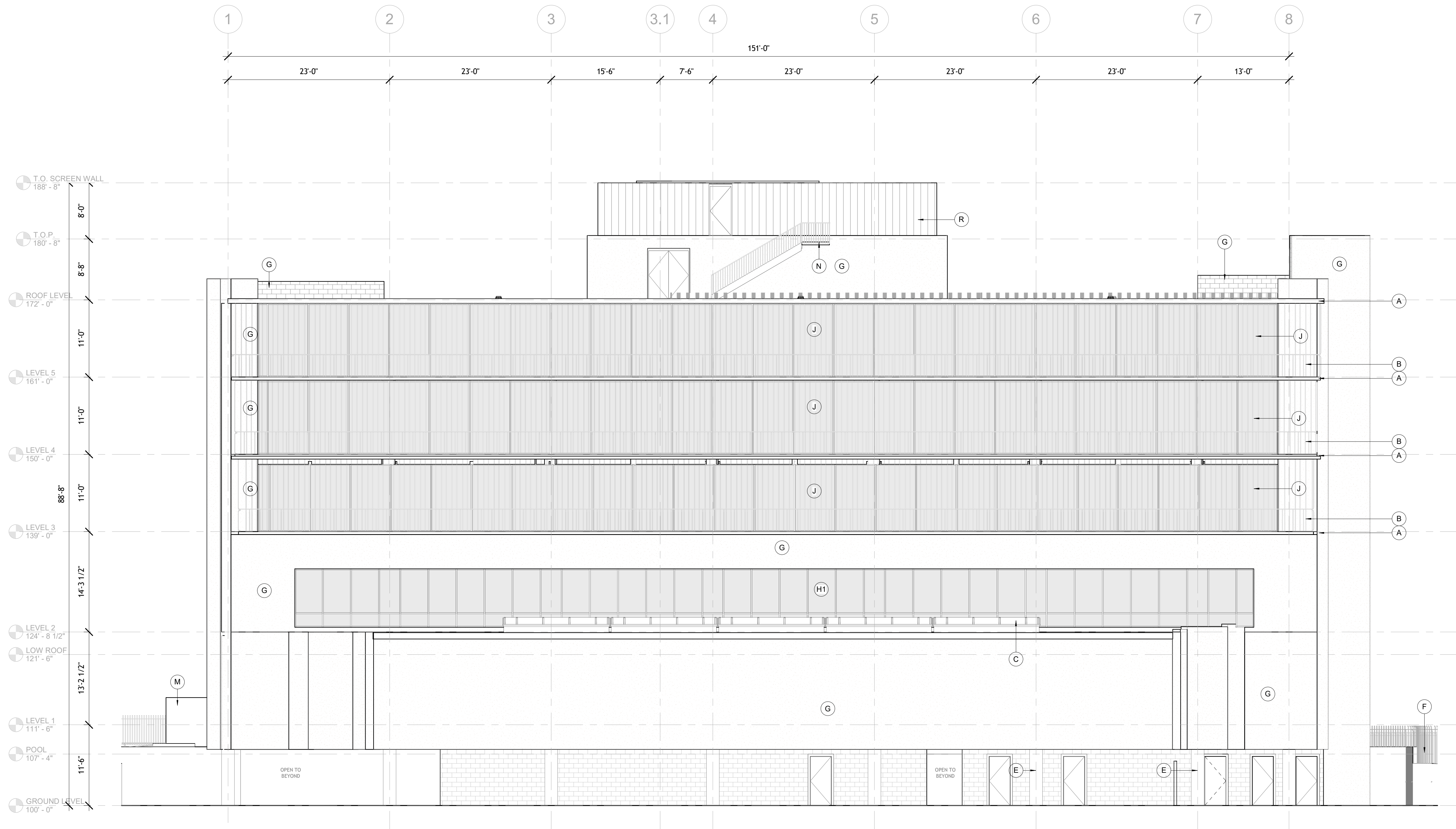


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FILE NUMBER: BOA-25-000019(DB)

BUILDING OFFICIAL'S REPORT: **BOA-25-000019(DB)** Application of Audra Buckley for **(1)** a special exception to the single-family use regulations at **1934 ELMWOOD BOULEVARD**. This property is more fully described as Block 7/4761, Lot 19, and is zoned R-7.5(A), which limits the number of dwelling units to one. The applicant proposes to construct and/or maintain an accessory dwelling unit (for rent), which will require **(1)** a special exception to the single-family zoning use regulations.

LOCATION: 1934 Elmwood Blvd

APPLICANT: Audra Buckley

REQUEST: (1) a special exception to the single-family use regulations

Legal Standards of Review for Decision-Making

SEC. 51A-4.209(6)(iii)(aa) of the Dallas Development Code specifies that the Board of Adjustment may grant a special exception to authorize a rentable accessory dwelling unit in any district when, in the opinion of the board, the accessory dwelling unit will not adversely affect neighboring properties.

(bb) if a minimum of one additional off-street parking space is not provided, the board shall determine whether the lack of parking will create a traffic hazard. The board may require an additional off-street parking space to be provided as a condition of granting the special exception.

(cc) In granting a special exception under this provision, the board shall require the applicant to:

- **(I)** Deed restrict the subject property to require owner-occupancy on the premises; and
- **(II)** Annually register the rental property with the city's single-family non-owner-occupied rental program.

STAFF RECOMMENDATION:

No staff recommendation is made on this request

BACKGROUND INFORMATION:

Zoning:

- Site: R-7.5(A) (Single Family District)
- North: R-7.5(A) (Single Family District)
- East: R-7.5(A) (Single Family District)
- South: R-7.5(A) (Single Family District)
- West: R-7.5(A) (Single Family District)

Land Use:

The subject site is developed with a single-family residence and is surrounded by properties similarly developed with single-family homes.

Lot Square Footage:

This lot size is 7,349 square feet. (0.1687 of an acre)

BDA History:

No BDA history found within the last 5 years

GENERAL FACTS/STAFF ANALYSIS:

- The applicant, Audra Buckley, is requesting a special exception to the single-family use regulations for the property located at 1934 Elmwood Blvd.
- The request involves converting an existing detached garage into a rental accessory dwelling unit (ADU), which is not allowed by right in this zoning district.
- The subject site is zoned R-7.5(A), which allows only one dwelling unit per lot.
- The proposed conversion of the garage to a rental unit triggers the need for a special exception in accordance with Section 51A-4.209(6)(iii) of the Dallas Development Code.
- The property is 7,349 square feet and currently improved with a single-family structure. Staff has confirmed that a second-story addition to the main house is also under review.
- The proposed ADU qualifies as a separate dwelling unit per the City of Dallas definition and therefore requires Board approval to be used as a rental.
- If approved, the following conditions will be required:
 - The applicant must provide one additional off-street parking space.
 - The property must be deed-restricted to require owner-occupancy on-site.
 - The rental unit must be registered annually with the city's rental program.
- The applicant has submitted a site plan and elevations indicating the location and appearance of the proposed ADU.
- Any zoning issues not specifically addressed in this case are presumed to comply with applicable city ordinances.

Staff Recommendation (If Granted):

If the Board grants the special exception, staff recommends the following condition:

- The development must comply with the submitted site plan and elevations.
- **(I)** Deed restrict the subject property to require owner-occupancy on the premises; and
- **(II)** Annually register the rental property with the city's single-family non-owner-occupied rental program.

Timeline:

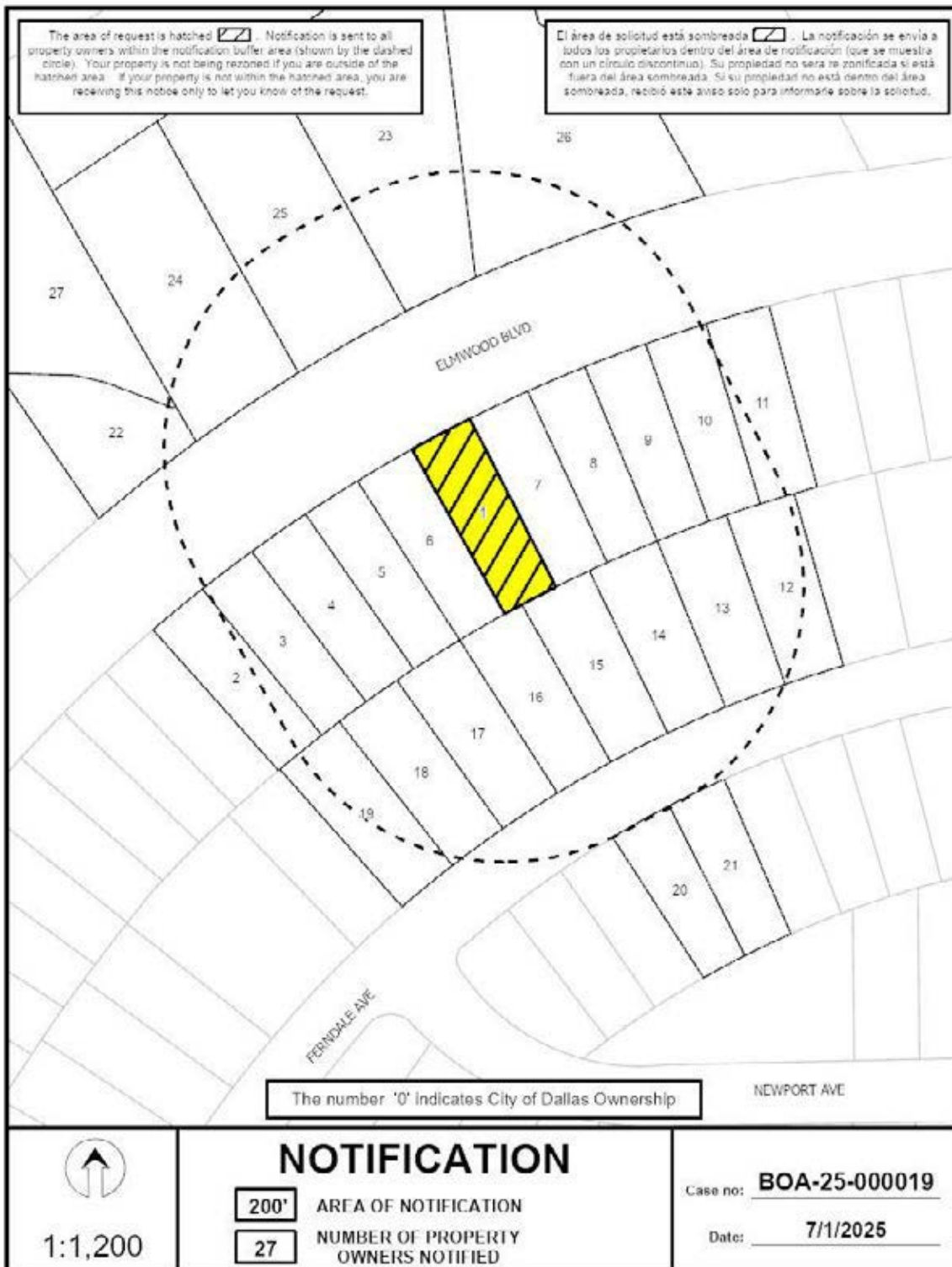
June 21, 2025: Application submitted to the Board of Adjustment with supporting materials.

July 7, 2025: Case assigned to Board of Adjustment Panel C.

July 11, 2025: The Planning and Development Project Coordinator emailed the applicant with the following information:

- A notification letter including the public hearing date, the assigned panel, and deadlines for submitting additional documentation:
- **July 21, 2025** – deadline to submit materials for staff analysis
 - **August 8, 2025** – deadline to submit materials for inclusion in the Board's docket
- Relevant decision criteria and Board procedures
- A copy of the Board of Adjustment Working Rules of Procedure related to documentary evidence

July 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the June public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

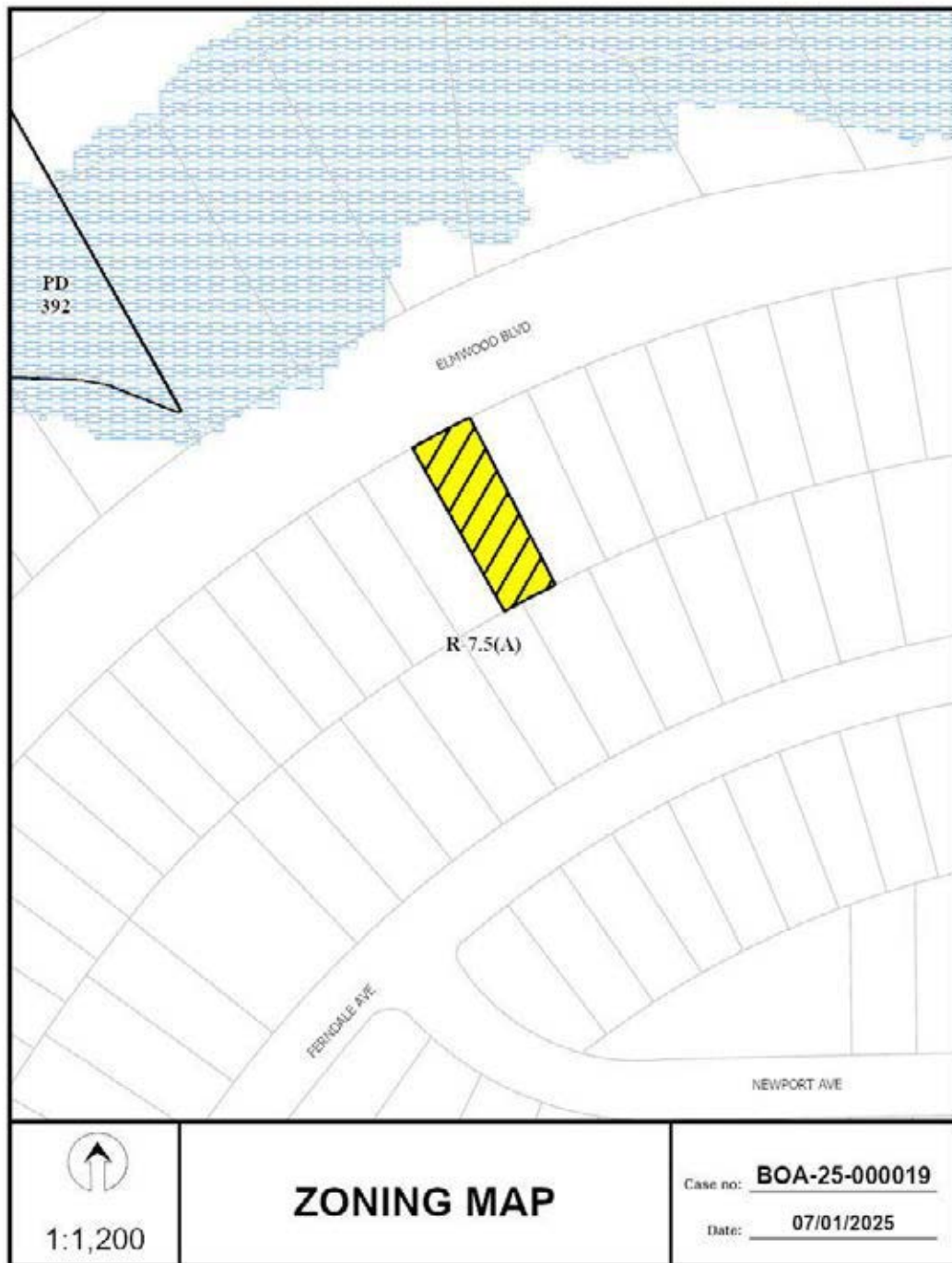


Notification List of Property Owners

BOA-25-000019

27 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	1934 ELMWOOD BLVD	ANDERSON STACIE HILL
2	2018 ELMWOOD BLVD	RAMOS MARIO
3	2014 ELMWOOD BLVD	CABRERA ANGEL &
4	2010 ELMWOOD BLVD	TEMIZLER RENKTUG
5	2006 ELMWOOD BLVD	TARULLI JASON RICARDO & JENNIFER
6	2002 ELMWOOD BLVD	ARELLANO IRMA &
7	1930 ELMWOOD BLVD	LACY ANGELA
8	1926 ELMWOOD BLVD	Taxpayer at
9	1922 ELMWOOD BLVD	ESTRELLO RAYMONDO EST OF
10	1918 ELMWOOD BLVD	FRANKLIN J H & JUANITA
11	1914 ELMWOOD BLVD	MAZZMANIA LP
12	1911 FERNDAL AVE	Taxpayer at
13	1915 FERNDAL AVE	ALMENDARIZ JUVENAL ET AL
14	1919 FERNDAL AVE	FITZSIMMONS GARY
15	1923 FERNDAL AVE	SLIDER FAMILY TRUST
16	1927 FERNDAL AVE	SMILEY ASHTON ELISE
17	1931 FERNDAL AVE	MARTIN EMMA C & COLLIN J
18	1935 FERNDAL AVE	CONRAD JENNIFER
19	1939 FERNDAL AVE	BROWN GUADALUPE R
20	1922 FERNDAL AVE	ARCHER SAMUEL CLAIBORNE
21	1918 FERNDAL AVE	MATA ELIZABETH & ISAAC
22	2021 ELMWOOD BLVD	BRITT RICHARD
23	1945 ELMWOOD BLVD	FURR PAULA JAN
24	2015 ELMWOOD BLVD	CARDENAS JUAN ANTONIO
25	2005 ELMWOOD BLVD	ONEAL FRANK D &
26	1939 ELMWOOD BLVD	LIN RACHADA LESLIE & KYLE LIN
27	2002 S HAMPTON RD	DALLAS AREA RAPID TRANSIT





NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL C)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL C) will hold a hearing as follows:

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL C) will hold a hearing as follows:

DATE: MONDAY, AUGUST 18, 2025

BRIEFING: 10:00 a.m. via Videoconference and at 6ES COUNCIL BRIEFING, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0818>

HEARING: 1:00 p.m. via Videoconference and in 6ES COUNCIL BRIEFING, Dallas City Hall, 1500 Marilla Street. <https://bit.ly/boa0818>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment:

BOA-25-000019(DB) Application of Audra Buckley for (1) a special exception to the single-family use regulations at 1934 ELMWOOD BOULEVARD. This property is more fully described as Block 7/4761, Lot 19, and is zoned R-7.5(A), which limits the number of dwelling units to one. The applicant proposes to construct and/or maintain an accessory dwelling unit (for rent), which will require (1) a special exception to the single-family zoning use regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAREPLY@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing, if you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

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Speakers at the meeting are allowed a maximum of five (5) minutes to address the Board.

Additional information regarding the application may be obtained by calling Diana Barkume, Project Coordinator at (214) 948-4364, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127

Board of Adjustment
Planning and Development Department
1500 Marilla Street 5CN, Dallas TX 75201

PLEASE SEND REPLIES TO:

BDAREPLY@dallas.gov

Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:

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Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

FOR OFFICE USE ONLY

Data Relative to Subject Property: 5 June 2025

Date: FOR OFFICE USE ONLY

Location address: 1934 ELMWOOD BLVD Zoning District: R-7.5(A)

Lot No.: 19 Block No.: 7/4761 Acreage: 0.17 Census Tract: 48113006302

Street Frontage (in Feet): 1) 60 2) _____ 3) _____ 4) _____ 5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Shaun Smith and Jaleesa Sims-Smith

Applicant: Permitted Development, LLC - Audra Buckley Telephone: 214.686.3635

Mailing Address: 1414 Belleview Street, Ste 150, Dallas, TX Zip Code: 75215

E-mail Address: permitted.development.dfw@gmail.com

Represented by: Same as applicant

Telephone: _____

Mailing Address: _____

Zip Code: _____

E-mail Address: _____

Affirm that an appeal has been made for a Variance __, or Special Exception ☒ of _____
authorizing an accessory dwelling unit for rent

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

accessory dwelling units that will be used as rental property are only permitted with Board of Adjustment approval in accordance with SEC. 51-4.201.b.1.E.ii.aa

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

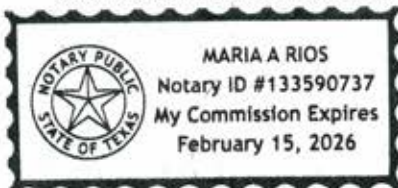
Before me the undersigned on this day personally appeared Audra Buckley

(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted: Audra Buckley
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 5th day of June, 2025



Maria A Rios
Notary Public in and for Dallas County, Texas

**BOARD OF ADJUSTMENT
CITY OF DALLAS, TEXAS**

FILE NUMBER: BOA-25-000019

BUILDING OFFICIAL'S REPORT: Application of Audra Buckley for a special exception to the single-family use regulations at 1934 ELMWOOD BLVD. This property is more fully described as Block 7/4761 Lot 19, and is zoned R-7.5(A), which limits the number of dwelling units to one. The applicant proposes to construct and/or maintain an accessory dwelling unit (for rent), which will require a special exception to the single-family use regulations.

LOCATION: 1934 ELMWOOD BLVD

APPLICANT: Audra Buckley

REQUEST: A special exception to the single-family use regulations

Record Summary for Board of Adjustments

Record

Record #	Status	Opened Date
BOA-25-000018	Permit About to Expire	05/31/2025

Application Name

Detailed Description

Reduction of required parking to existing spaces. Building to provide permanent supportive housing with few residents driving

Assigned To Department

Assigned to Staff

Record Type

Board of Adjustments

Custom Fields

INTERNAL USE ONLY

Source of Request	-
Fee Waiver Granted	-
Number of Parking Spaces	-
Lot Acreage	-

PDOX INFORMATION

PDox Number	-
-------------	---

PROPERTY INFORMATION

Existing Zoning	PD
Lot Number	1-3, pt 4, 7, 8
Lot Size (Acres)	0.96
Block Number	12/1616
Lot Size (Sq. Ft)	41856
How many streets abut the property?	2
Land Use	MF
Is the property platted?	Yes
Status of Project	Existing
Status of Property	Owner Occupied
Previous Board of Adjustment case filed on this property	No
Accommodation for someone with disabilities	No
File Date	-
Seleccione si necesitara un interprete	UNCHECKED
Case Number	-
Are you applying for a fee waiver?	No

Have the standards for variance and or special exception been discussed?	Yes
Has the Notification Sign Acknowledgement Form been discussed?	Yes
Referred by	Robin Bentley

Custom Lists

Board of Adjustment Request

1

Type of Request	Special Exception
Affirm that an appeal has been made for	Parking reduction
Application is made to BOA to grant the described appeal	Property to be used for permanent supportive housing with few residents driving

Street Frontage Information

1

Street Frontage	Front
Linear Feet (Sq. Ft)	216

2

Street Frontage	Side
Linear Feet (Sq. Ft)	216

3

Street Frontage	Side
Linear Feet (Sq. Ft)	216

Contact Information

Name	Organization Name	Contact Type	Phone
Mehrdad Moyaedi Email: philip@sheilswinnubst.com		Applicant	2146421707

Name	Organization Name	Contact Type	Phone
Mehrdad Moyaedi Email: philip@sheilswinnubst.com	MM PROPERTY HOLDINGS V LLC	Property Owner	2146421707

Address

2801 WYCLIFF AVE, Dallas, TX 75219

Parcel Information

Parcel No:	Land Value	Legal Description	Book	Page	Lot	Block	Subdivision
0000016658200000 0							

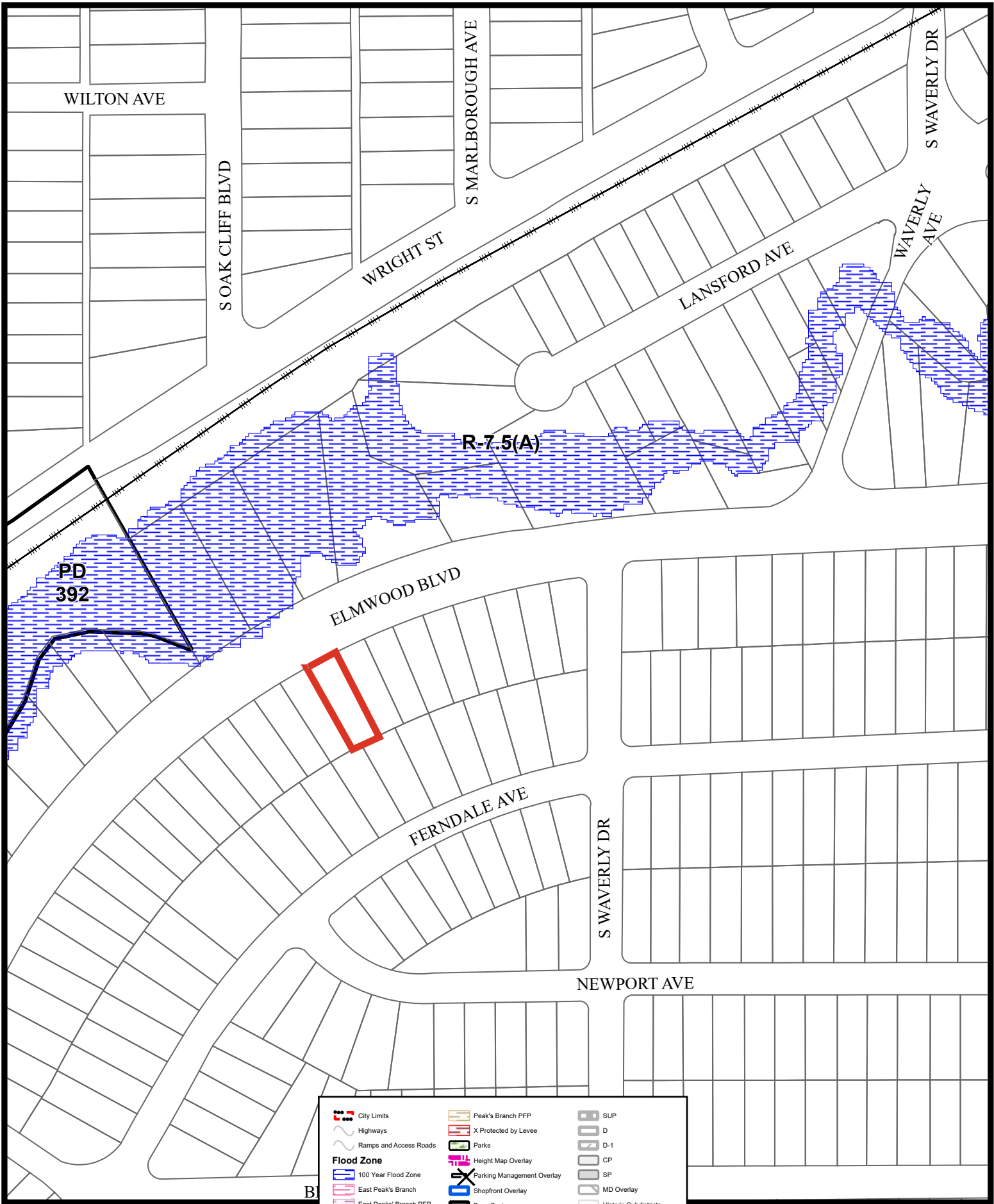
Owner Information

Primary	Owner Name	Owner Address	Owner Phone
Y	MM PROPERTY HOLDINGS V LLC	1800 VALLEY VIEW LN STE 300, FARMERS BRANCH, TEXAS 752348945	

Status History

Status	Comment	Assigned Name	Status Date
Permit About to Expire	Updated via Script	Accela Administrator	06/15/2025

Being Lot 19, in Block 7/4761, of ELMWOOD ADDITION NO. 4, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 4, Page 347, of the Map Records of Dallas County, Texas. Resolution filed 05/05/1939, recorded in Volume 2131, Page 292, Real Property Records, Dallas County, Texas.

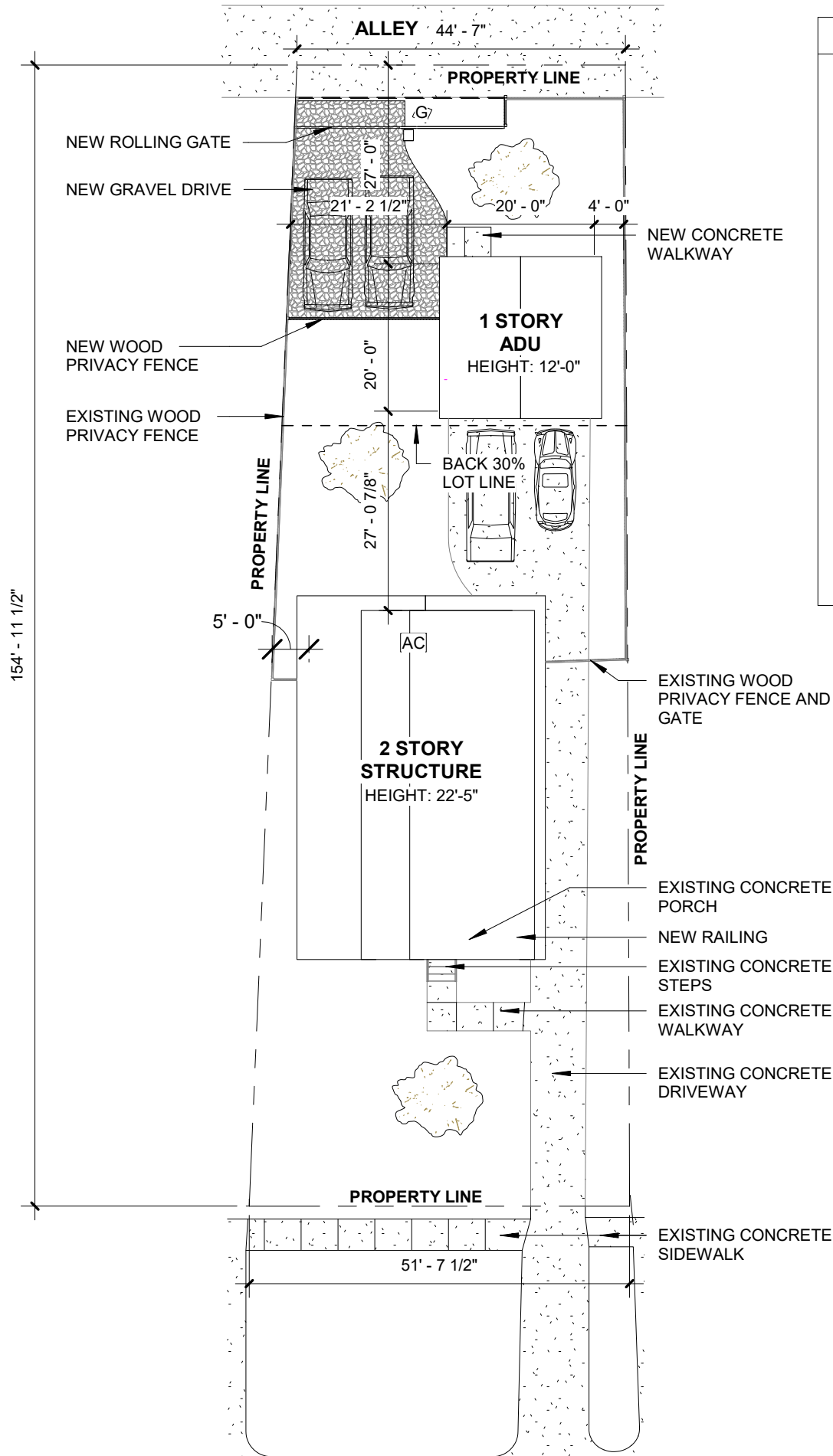


1:2,400

	City Limits		Peak's Branch PFP		SUP
	Highways		X Protected by Levee		D
	Ramps and Access Roads		Parks		D-1
Flood Zone			Height Map Overlay		CP
	100 Year Flood Zone		Parking Management Overlay		SP
	East Peak's Branch		Shopfront Overlay		MD Overlay
	East Peak's Branch PFP		Base Zoning		Historic Subdistricts
	Floodway		PD193 Oak Lawn		Historic Overlay
	Mill Creek		Dallas Environmental Corridors		CD Subdistricts
	Mill Creek PFP		DDO Overlay		PD Subdistricts
	Peak's Branch		Deed Restrictions		PDS Subdistricts
			105		NSO Subdistricts

Case ID:

Printed: 5/5/2025



SITE LEGEND	
	GRASS
	GRAVEL
	CONCRETE DRIVE
	SIDEWALK
	A/C UNIT
	GAS METER
	EXISTING TREE

- GENERAL NOTES**
1. ALL WORK SHALL CONFORM TO THE CURRENT EDITION OF THE 2021 ICC CODES WITH DALLAS AMENDMENTS.
 2. ALL SETBACKS, EASEMENTS, AND BUILDING RESTRICTIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE PRIOR TO COMMENSING WORK.
 4. ALL APPLICABLE UTILITY AND STORMWATER REGULATIONS MUST BE FOLLOWED.
 5. CONSTRUCTION SHALL COMPLY WITH 2021 INTERNATIONAL RESIDENTIAL CODE WITH DALLAS AMENDMENTS.
 6. DISCREPANCIES BETWEEN DRAWINGS AND SITE CONDITIONS MIST BE REPORTED TO THE OWNER PRIOR TO PROCEEDING.
 7. EXISTING UTILITIES TO REMAIN AND BE PROTECTED UNLESS OTHERWISE NOTED.
 8. ANY NEW OR MODIFIED UTILITY CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH APPLICABLE CODES AND UTILITY PROVIDER STANDARDS.
 9. CONTRACTOR TO LOCATE AND PROTECT ALL UNDERGROUND UTILITIES BEFORE EXCAVATION.
 10. ALL NEW GRADING SHALL SLOPE AWAY FROM BUILDING FOUNDATIONS AT A MINIMUM OF 5% FOR THE FIRST 10 FEET.
 11. ANY MODIFICATIONS TO GRADING MUST COMPLY WITH LOCAL STORMWATER AND EROSION CONTROL REGULATIONS.
 12. CONTRACTOR RESPONSIBLR FOR MAINTAINING A CLEANS AND SAFE SITE AT ALL TIMES.
 13. STREET AND SIDEWALKS ADJACENT TO THE SITE SHALL REMAIN CLEAND AND PASSABLE UNLESS OTHERWISE PERMITTED BY THE LOCAL AUTHORITY.
 14. ANY DISTURBED LANDSCAPING SHALL BE RESTORED TO EXISTING OR BETTER CONDITION.
 15. EXISTING TREES TO BE PROTECTED DURING CONSTRUCTION.
 16. FINAL SITE STABILIZATION (SEED, SOD, MULCH) REQUIRED PRIOR TO FINAL INSPECTION.

AREA CALCULATIONS	
MAIN STRUCTURE - LEVEL 1:	1075 SF
MAIN STRUCTURE - LEVEL 2:	757 SF
MAIN STRUCTURE - TOTAL AREA:	1832 SF
ADU - TOTAL AREA:	400 SF
ADU PERCENTAGE TO MAIN STRUCTURE:	21.8%

LOT CALCULATIONS	
LOT AREA:	7349 SF
BUILDING FOOTPRINT AREA (MAIN STRUCTURE+ADU):	1475 SF
LOT COVERAGE:	20%

SITE PLAN

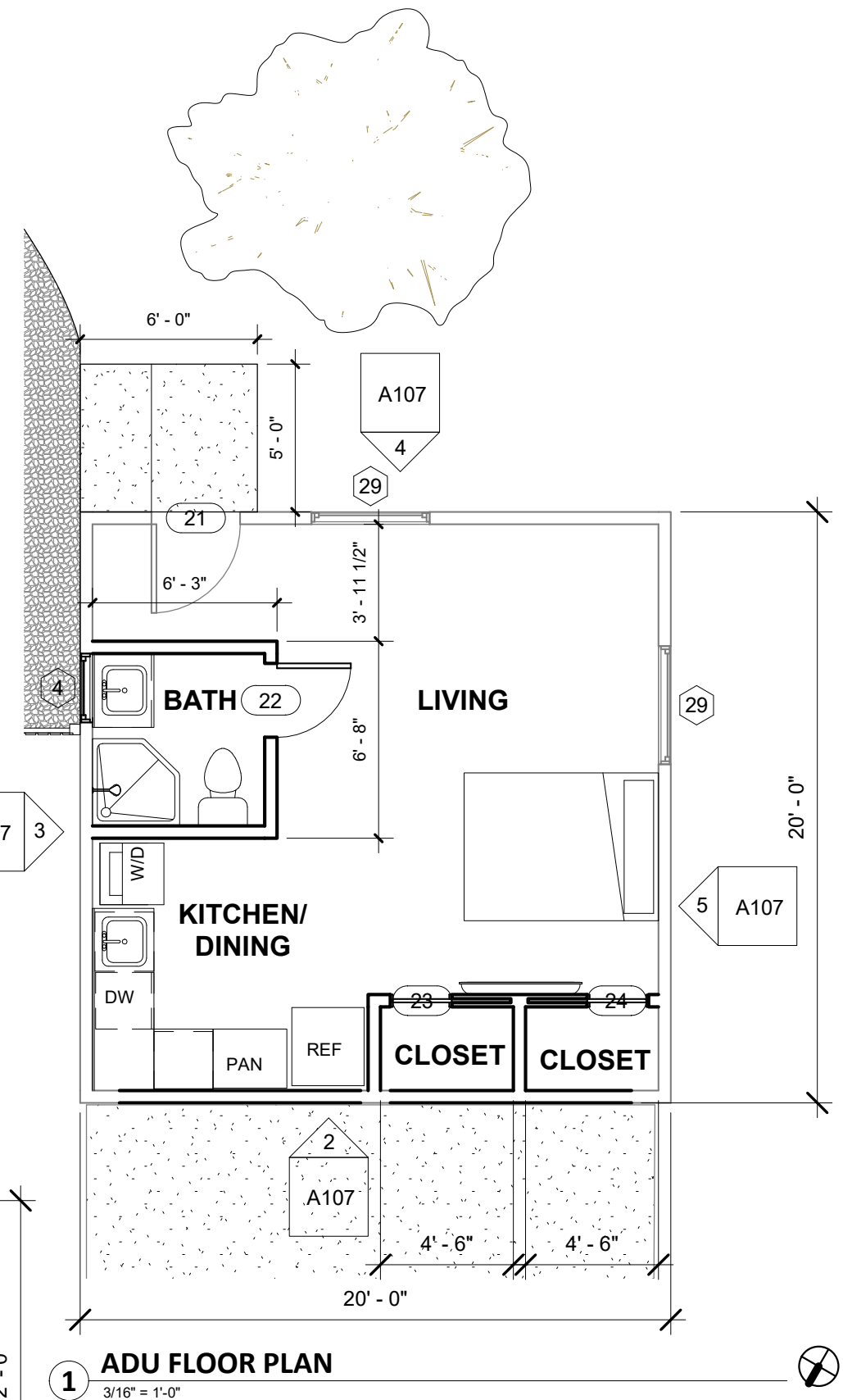



A100

Project number 001
Date 05/05/25

Scale As indicated





<h1>ADU FLOOR PLAN & ELEVATIONS</h1>	
	<h1>A107</h1>
Project number 001	
Date 05/05/25	Scale 3/16" = 1'-0"

FILE NUMBER: BOA-25-000020(DB)

BUILDING OFFICIAL'S REPORT: Application of Jennifer Hiromoto for **(1)** a variance to the maximum building height regulations at **6827 SANTA FE AVENUE**. This property is more fully described as Block 7/2720, Lot 21, and is zoned CD-6 (Tract I), which limits the maximum building height to 24 feet. The applicant proposes to construct and/or maintain a residential structure with a building height of 25-feet 10-inches, which will require **(1)** a 1-foot 10-inch variance to the maximum building height regulations.

LOCATION: 6827 SANTA FE AVE

APPLICANT: Jennifer Hiromoto

REQUEST: **(1)** A variance to the building height regulations

STANDARDS OF REVIEW FOR VARIANCE:

Section 51A-3.102(d)(10) of the Dallas Development Code specifies that the Board of Adjustment has the authority to grant variances from front yard, side yard, rear yard, lot width, lot depth, lot coverage, floor area for structures accessory to single-family uses, **height**, minimum sidewalks, off-street parking or off-street loading, or landscape regulations, provided that the variance is:

- (A) Not contrary to the public interest when, owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed and substantial justice done.
- (B) Necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such a restrictive area, shape, or slope that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning.
- (C) Not granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

ELEMENT II SUBSTITUTE:

Dallas Development Code § 51A-3.102(d)(10)(b), formerly known as HB 1475, allows for the BDA to use their discretion and consider Element 2 of the Variance standard to be met, if:

- (i) the financial cost of compliance is greater than 50 percent of the appraised value of the structure as shown on the most recent appraisal roll certified to the assessor for the municipality under Section 26.01 of the Texas Tax Code.
- (ii) compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development is authorized to physically occur.

(iii) compliance would result in the structure not being in compliance with a requirement of a municipal ordinance, building code, or other requirement.

(iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or

(v) the municipality considers the structure to be a nonconforming structure.

STAFF RECOMMENDATION:

Variance:

Approval

Rationale: Based upon evidence presented and provided by the applicant, staff concluded that the site is:

A. Not contrary to the public interest.

B. While the subject site is slightly larger than the average lot size within a 200-foot radius, its irregular shape and a grade change of approximately 6 feet 5 inches from front to rear significantly limit the usable area, reducing the depth available for rearward expansion. Despite these physical constraints, the proposed design maintains a lot coverage of just 31%, well below the 45% maximum allowed—demonstrating that the site is not being overbuilt. Given these limitations, vertical expansion is the only practical option to achieve a home that is both functional and comparable in size to neighboring properties. As a result, the property cannot be developed in a manner commensurate with other parcels in the same zoning

C. This is not a self-created or personal hardship; the need for a variance arises from site-specific physical constraints and a more restrictive zoning framework, rather than from personal preference or financial considerations.

BACKGROUND INFORMATION:

Zoning:

- Site: CD 6 Tract I
- North: PD 517 (R-10(A))
- East: CD 6 Tract I
- South: CD 6 Tract I
- West: CD 6 Tract I

Land Use:

The subject site is developed with a single-family residence and is surrounded by properties similarly developed with single-family homes.

Lot Square Footage:

This lot size is 7,773 square feet. (0.1784 of an acre)

BDA History:

No BDA history found within the last 5 years

GENERAL FACTS/STAFF ANALYSIS:

- The applicant, Jennifer Hiromoto, is requesting a variance to the maximum building height regulations for the property located at 6827 Santa Fe Avenue.
- The request pertains to an addition to an existing single-family residence. The proposed construction would exceed the maximum height permitted in this zoning district as regulated under Conservation District No. 6 (CD 6), Tract I.
- The property is zoned CD 6, Tract I, which establishes a maximum building height limit of 24 feet.
- The applicant proposes to construct and/or maintain a residential structure with a total height of 25 feet 10 inches, measured from grade to the highest point of the structure, which will require a 1 foot 10 inch variance to the height regulations.
- The applicant notes that the site topography presents unique constraints—specifically, the lot slopes downward approximately 6 feet 5 inches from the front to the rear of the property. This downward grade impacts how the height is measured and contributes to the need for relief.
- In accordance with CD 6 regulations, building height is measured from the average grade at the base of the structure to its highest point.
- All other zoning requirements and development standards not specifically addressed in this application are presumed to be in compliance with applicable City of Dallas ordinances.

The applicant has the burden of proof in establishing the following:

- That granting the variance to the front-yard setback regulations will not be contrary to the public interest when owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed, and substantial justice done.
- The variance is necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

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 - (iv) compliance would result in the unreasonable encroachment on an adjacent property or easement; or
 - (v) the municipality considers the structure to be a nonconforming structure.
- Granting the variance to the maximum height regulations with a condition that the applicant must comply with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.

Timeline:

June 23, 2025: Application submitted to the Board of Adjustment with supporting materials.

July 7, 2025: Case assigned to Board of Adjustment Panel C.

July 11, 2025: The Planning and Development Project Coordinator emailed the applicant with the following information:

- A notification letter including the public hearing date, the assigned panel, and deadlines for submitting additional documentation:
- **July 21, 2025** – deadline to submit materials for staff analysis
- **August 8, 2025** – deadline to submit materials for inclusion in the Board's docket
- Relevant decision criteria and Board procedures
- A copy of the Board of Adjustment Working Rules of Procedure related to documentary evidence

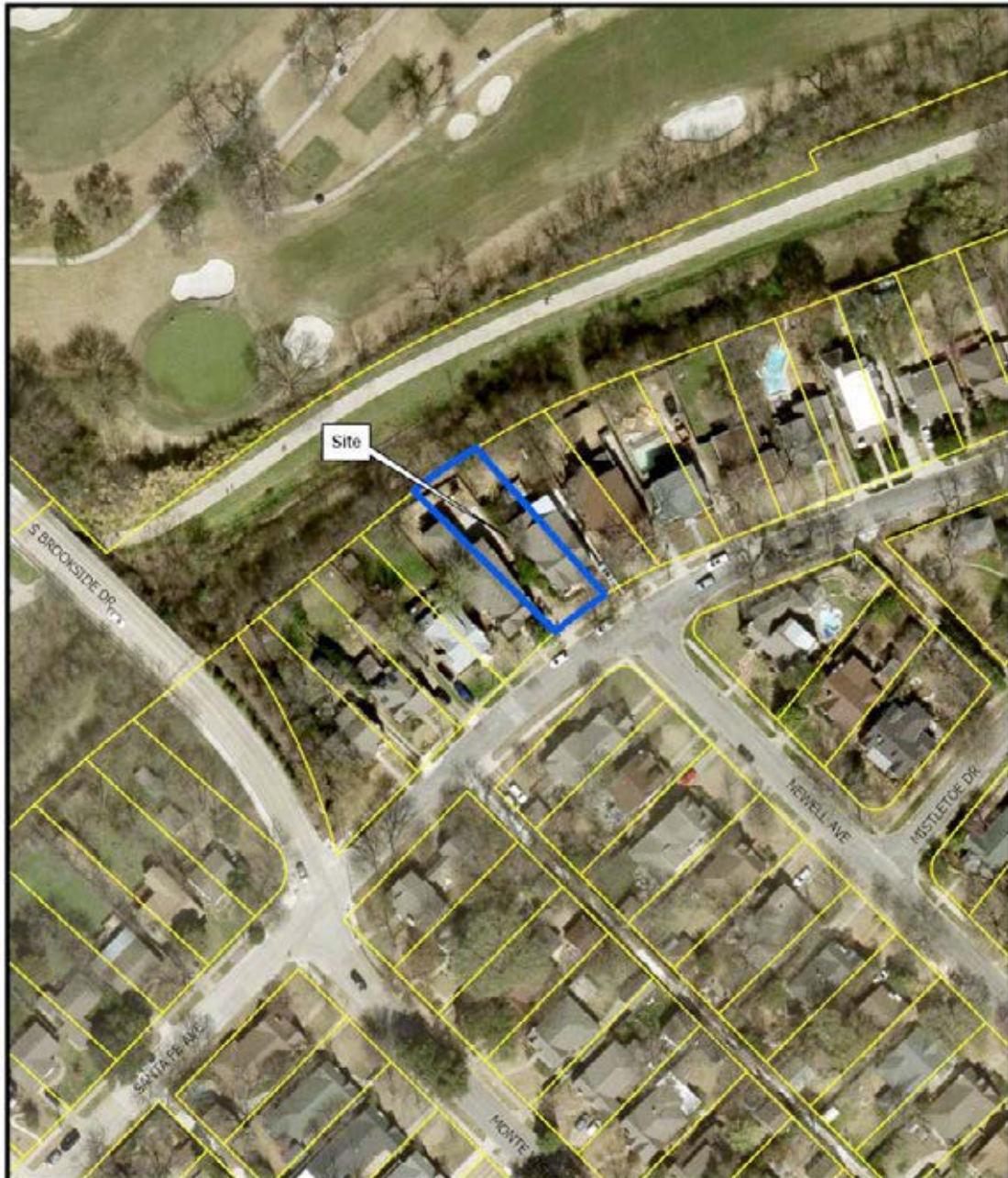
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Notification List of Property Owners

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	6827 SANTA FE AVE	OSBORNE DREW W & KRISTA J
2	402 MONTE VISTA DR	MILLER LEIGH H
3	406 MONTE VISTA DR	ADAMS BRIAN D
4	412 MONTE VISTA DR	POSEY CANDIS
5	415 NEWELL AVE	BROWN KELLY D
6	411 NEWELL AVE	MORAN MATTHEW & TONYA
7	407 NEWELL AVE	DIEDERICH ANDREW & JENNY
8	401 NEWELL AVE	CAMPAGNA ANTHONY J
9	6919 SANTA FE AVE	BLYTHE MICHAEL & KALEE
10	6915 SANTA FE AVE	SUNDIN MICHAEL PORTER
11	6911 SANTA FE AVE	BOLING MARGARET
12	6907 SANTA FE AVE	RING DEREK & SARAH
13	6903 SANTA FE AVE	LOGSDON ANTHONY J
14	6823 SANTA FE AVE	HENRY NELSON ROBERT &
15	6819 SANTA FE AVE	KAZLOW JORDAN A
16	6815 SANTA FE AVE	REID ZACHARY
17	6811 SANTA FE AVE	YOUNG AMELIA J & WILLIAM D
18	410 NEWELL AVE	LINGNELL LESLEY
19	406 NEWELL AVE	HULL ADAM CLARK
20	1912 ABRAMS RD	LAKEWOOD COUNTRY CLUB
21	401 S BUCKNER BLVD	DART



1:1,200

AERIAL MAP

Case no: **BOA-25-000020**

Date: **07/01/2025**

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Board of Adjustment
Planning and Development Department
1500 Marilla Street 5CN, Dallas TX 75201

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Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

FOR OFFICE USE ONLY

Data Relative to Subject Property:

Date:

FOR OFFICE USE ONLY

Location address: 6827 Santa Fe Ave

Zoning District: Hollywood/Santa Monica
Conservation District, Tract 1

Lot No.: 21 Block No.: 7/2720 Acreage: 0.164 Census Tract: 48113001202

Street Frontage (in Feet): 1) 50 2) 3) 4) 5)

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Osborne, Drew & Krista J

Applicant: Jennifer Hiromoto Telephone: 469-275-2414

Mailing Address: PO Box 38586 Zip Code: 75238

E-mail Address: jennifer@buzzurbanplanning.com

Represented by: Jennifer Hiromoto Telephone: 469-275-2414

Mailing Address: PO Box 38586 Zip Code: 75238

E-mail Address: jennifer@buzzurbanplanning.com

Affirm that an appeal has been made for a Variance ☒ or Special Exception ☐ of Height variance
of 1'10"

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

The property is different from most other properties in CD-6 because it slopes at the rear of the property as it approaches the Santa Fe Trail. The proposed half-story addition otherwise will comply with CD-6 and be comparable to other 1 1/2 and 2-story homes in the immediate area. The property hardship is not self created.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Jennifer Hiromoto

(Affiant/Applicant's name printed)

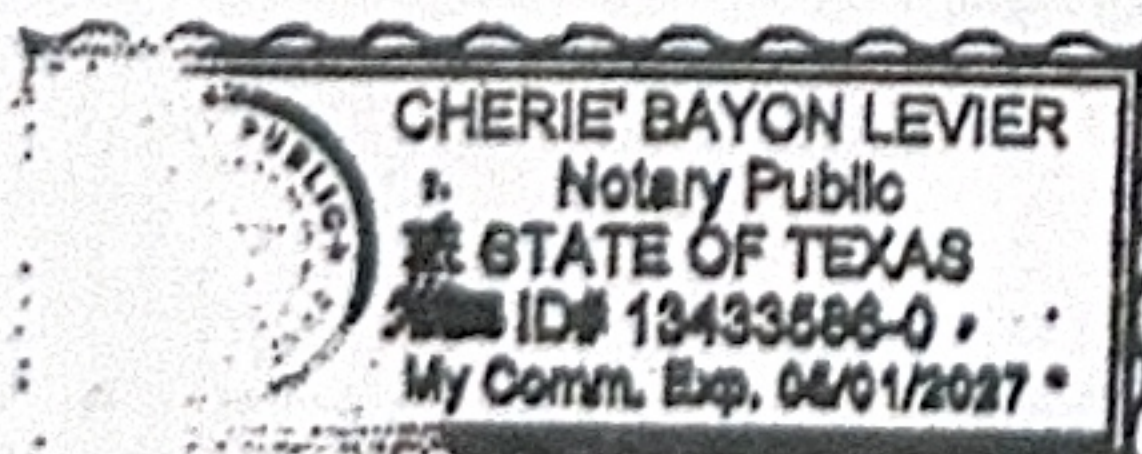
who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted:

(Affiant/Applicant's signature)

Subscribed and sworn to before me this 11 day of June, 2005

Notary Public in and for Dallas County, Texas



**BOARD OF ADJUSTMENT
CITY OF DALLAS, TEXAS**

FILE NUMBER: BOA-25-000020

BUILDING OFFICIAL'S REPORT: Application of Jennifer Hiromoto for a variance to the building height regulations at 6827 SANTA FE AVE. This property is more fully described as Block 7/2720 Lot 21, and is zoned CD-6, which limits the maximum building height to 124-feet. The applicant proposes to construct and or maintain a residential structure with a building height of 125-feet 10-inches, which will require a 1-foot 10-inch variance to the maximum building height regulations.

LOCATION: 6827 SANTA FE AVE

APPLICANT: Jennifer Hiromoto

REQUEST: A variance to the building height regulations



Planning & Development Department

320 E Jefferson Blvd, Dallas TX 75203

(214) 948-4480

BOARD OF ADJUSTMENT REFERRAL FORM

Referred by: Michael Flowers

Date: 6/5/2025

Department: Planning and Development, Conservation Districts

Phone/Email: 214-671-6725 / michael.flowers@dallas.gov

Manager signature:

Consulted with:

☒ Applicant

☐ Representative

☐ Owner

Name: Jennifer Hiromoto

Phone/Email: 469- 275-2414 / jennifer@buzzurbanplanning.com

Property Information

Address: 6827 Santa Fe Ave. Dallas, TX 75223

Lot: 21

City Block: 7/2720

Zoning Classification: CD-6 Hollywood/Santa Monica Conservation District

Issues that require Board action Project exceeds maximum height as allowed by ordinance.

List the City of Dallas Development Code(s) this project is non-compliant with: Ord. 26884 Sec. 6(a)(8)(A)

Check all that apply: ☒ Variance ☐ Special Exception

☐ Yard setback

☐ Lot Width

☐ Lot Depth

☐ Lot coverage

☐ Floor area for accessory structures for single-family uses

☒ Height

☐ Minimum width of sidewalk

☐ Off-street parking

☐ Off-street loading

☐ Landscape regulations

☐ fence height and/or standards

☐ Visibility triangle obstructions

☐ Parking demand

☐ Additional dwelling unit (not for rent) ☐ Accessory dwelling unit (for rent)

☐ Carport

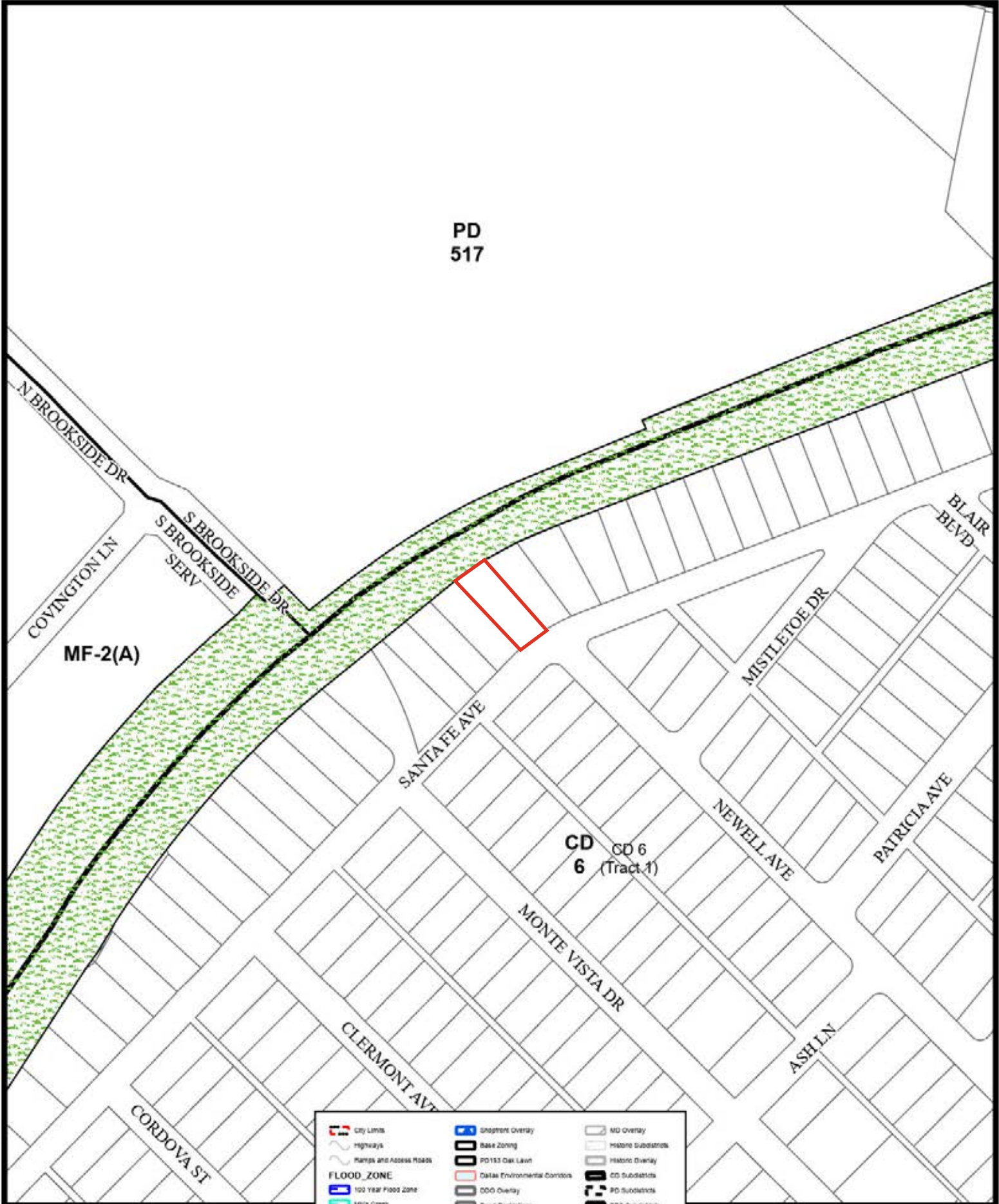
☐ Non-conforming use or structure

☐ Administrative Official Appeal

☐ Other:

Description: Proposed height of addition exceeds the maximum height allowed per Ord. 26884 Sec. 6(a)(8)(A) based on drawing measurements by 1' 10", project will need to go to Board of Adjustment for a variance.

Alternative resolutions discussed/offered:



PD
517

MF-2(A)

CD
6
(Tract 1)



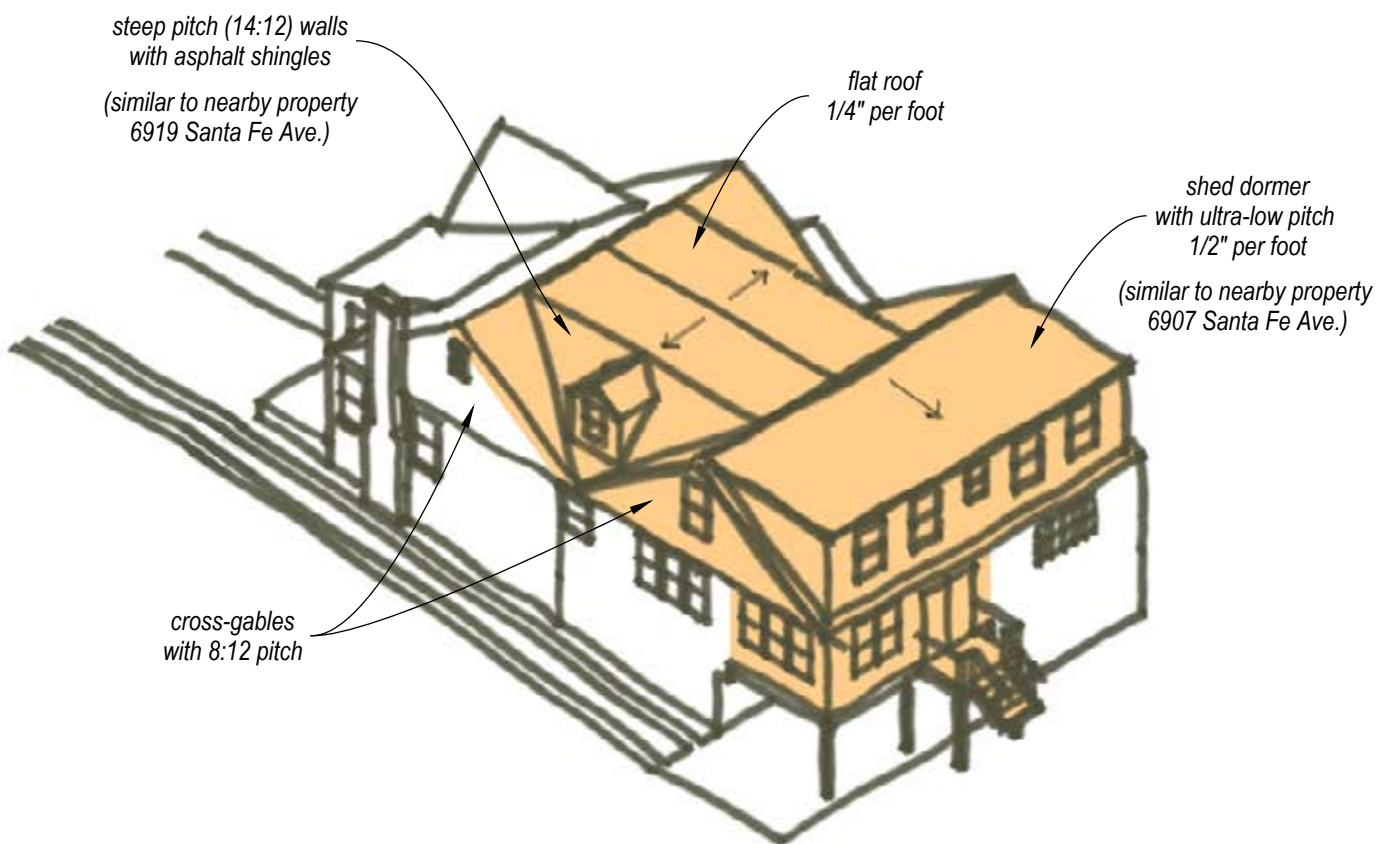
1:2,400

City Limits	Snapfront Overlay	MD Overlay
Highways	Base Zoning	Historic Subdistricts
Ramps and Access Roads	PD 153 Oak Lawn	Historic Overlay
FLOOD_ZONE	Dallas Environmental Corridor	CD Subdistricts
100 Year Flood Zone	DDO Overlay	PD Subdistricts
Mill's Creek	Deed Restrictions	RDS Subdistricts
Pearl's Branch	SUP	NDS Subdistricts
X PROTECTED BY LEVEE	D	NSO Overlay
Parks	D-1	Essarment Overlay
Height Map Overlay	CP	
Parking Management Overlay	SP 120	

Case ID:
Printed: 4/1/2025



PERSPECTIVE



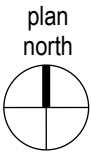
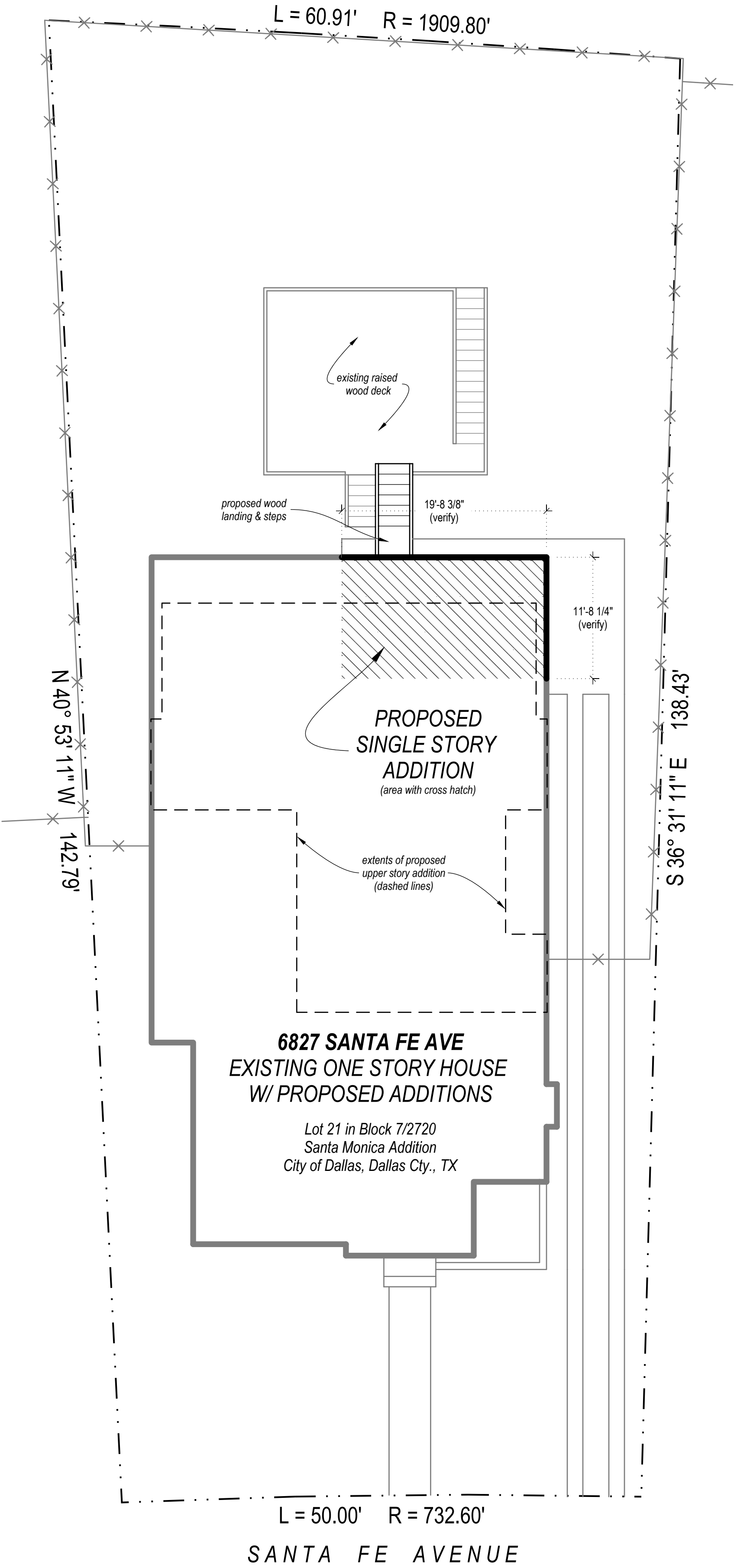
AXONOMETRIC

LEGEND

- existing to remain
- new construction
- property line
- setback or easement
- fence

LOT COVERAGE (45% MAX. ALLOWABLE)

Lot Area:	7,773 sq. ft.
Existing House:	2,180 sq. ft.
Proposed Addition (lower level):	230 sq. ft.
Total Proposed Coverage:	2,410 sq. ft. (31.00%)



SITE PLAN
scale: 1/8" = 1'-0"



(214) 660-7663 | herman@hgcompany.net
9019 Garland Rd, Dallas, TX 75218



House Renovations & Additions
6827 Santa Fe Ave.
Dallas, TX 75223

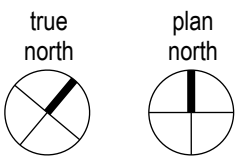
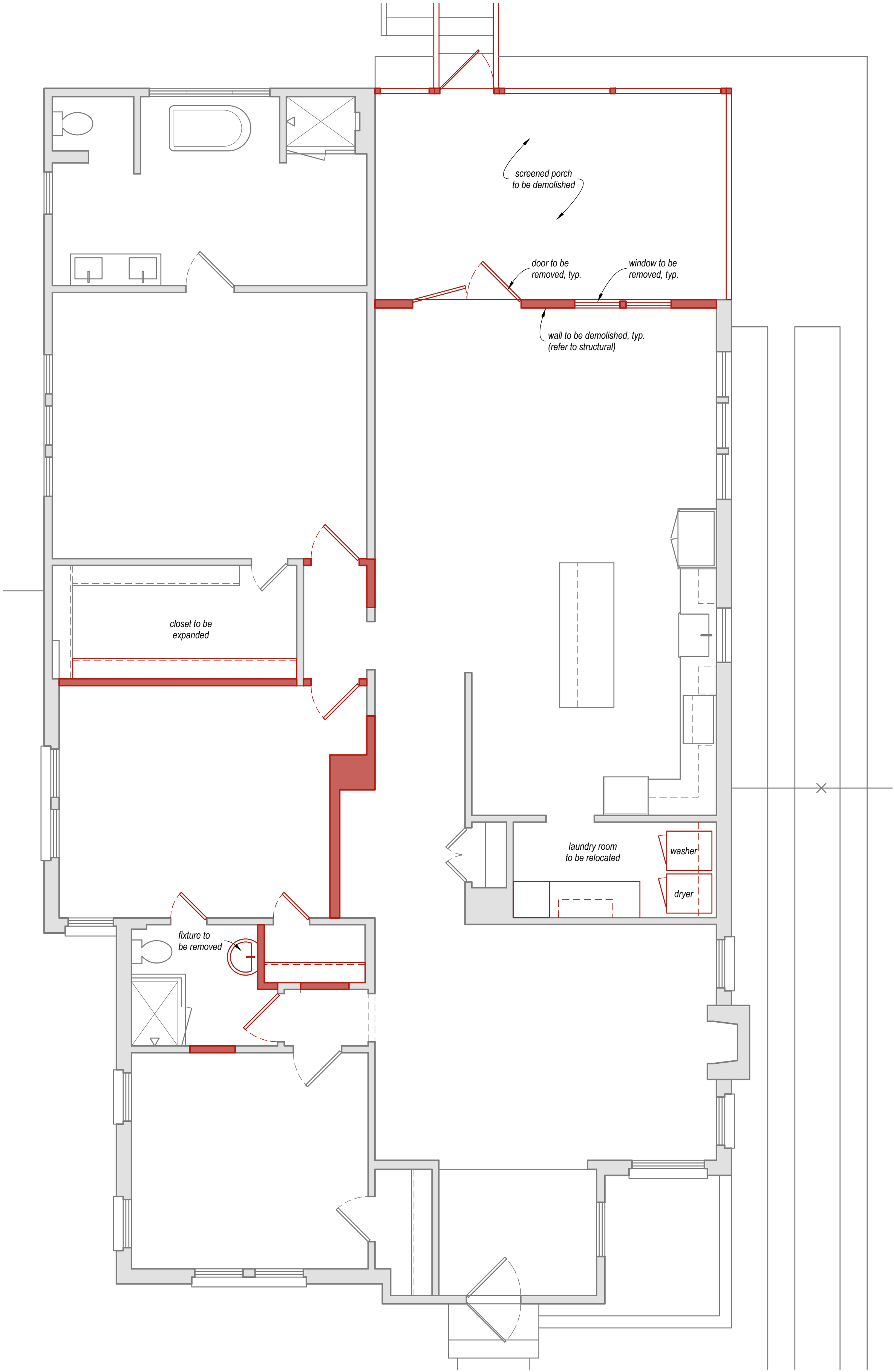
05/19/25
BOARD OF ADJUST.

SITE PLAN

A1.01

LEGEND

- existing to remain
- existing to remain (above or beyond)
- existing wall to remain
- existing to be removed or relocated
- existing to be removed or relocated (above or beyond)
- existing wall to be removed (ref. structural for framing info)



DEMOLITION FLOOR PLAN
scale: 1/4" = 1'-0"



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9019 Garland Rd, Dallas, TX 75218



House Renovations & Additions
6827 Santa Fe Ave.
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05/19/25
BOARD OF ADJUST.

DEMOLITION
FLOOR PLAN

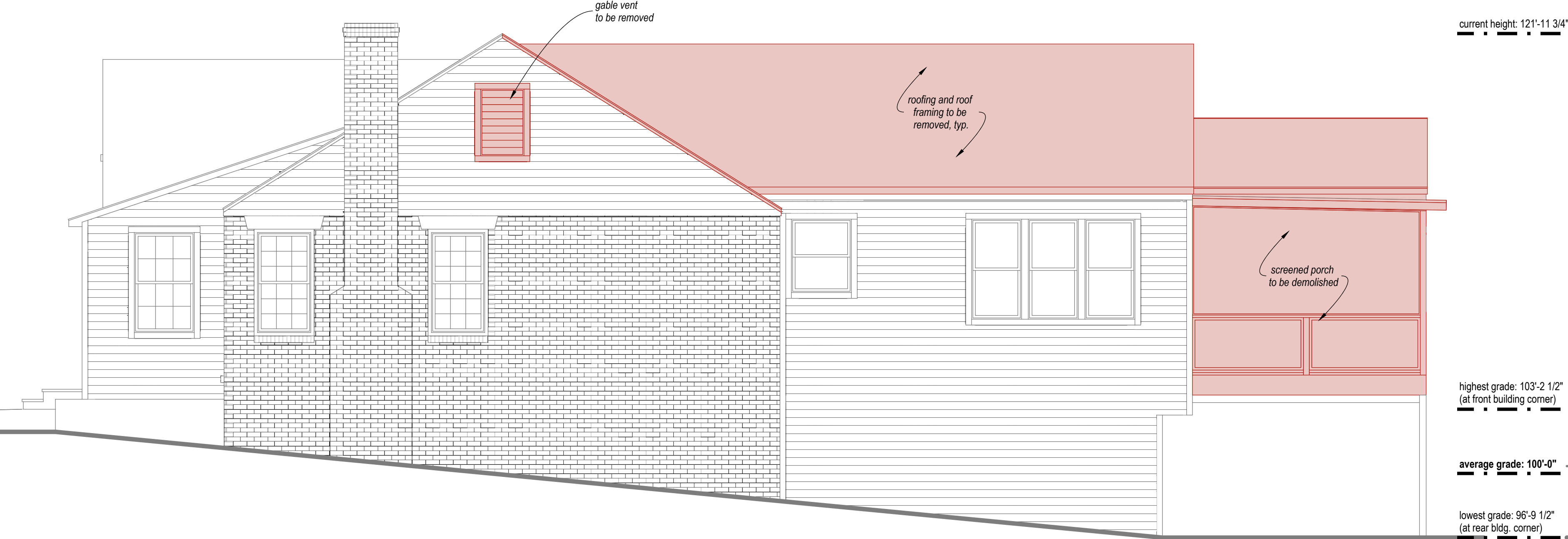
A0.01

LEGEND

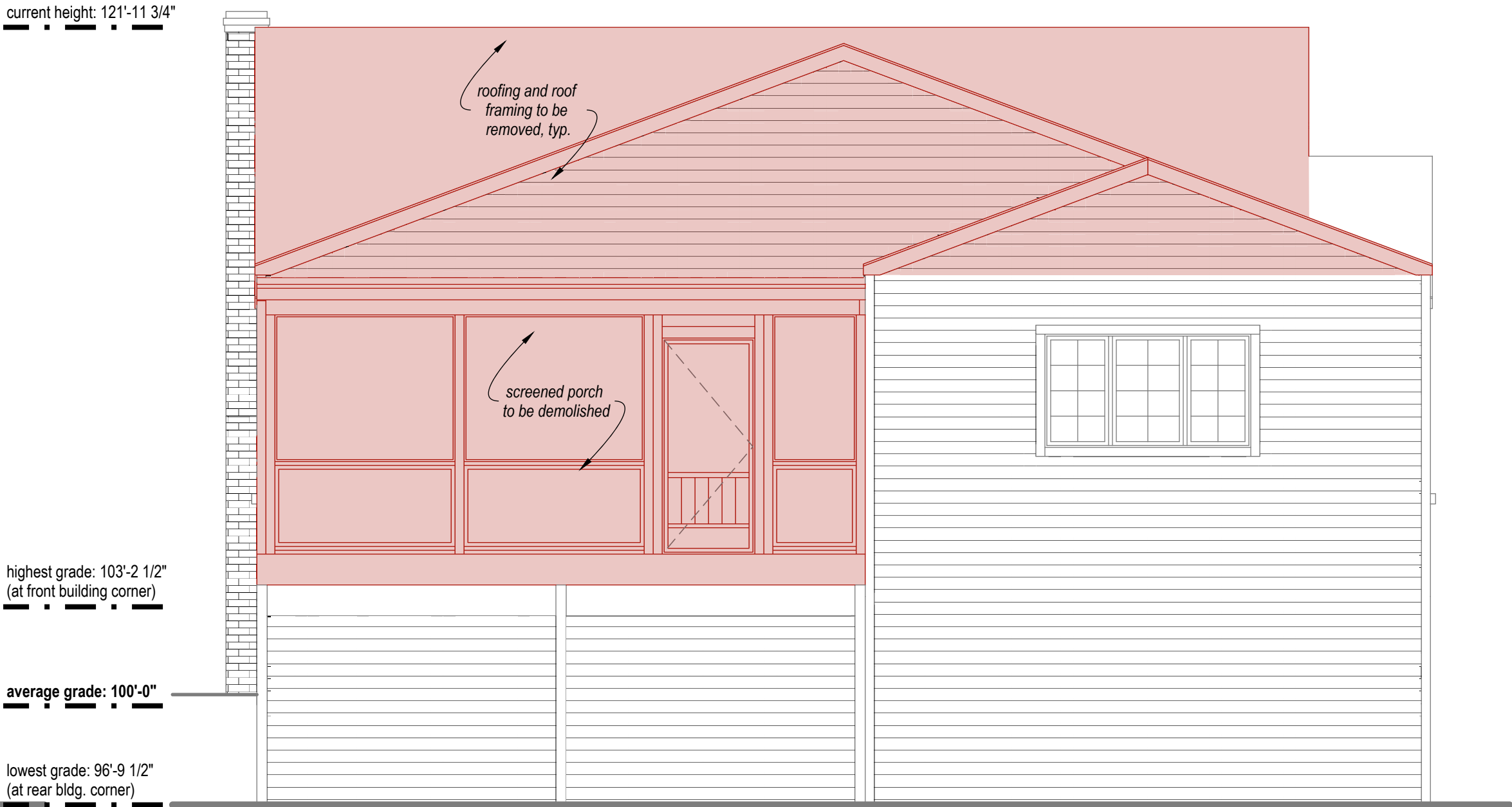
- existing to remain
- existing to remain (beyond)
- existing to be removed or relocated
- existing to be removed or relocated (beyond)



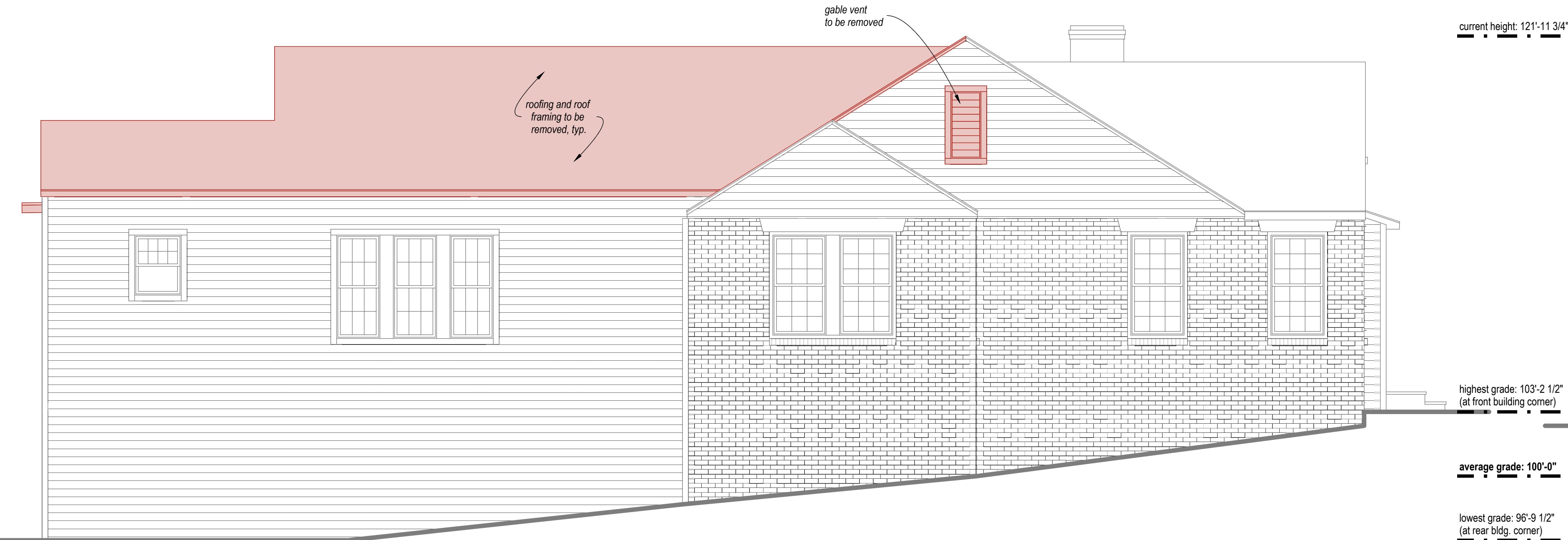
(214) 660-7663 | herman@hgcompany.net
9019 Garland Rd, Dallas, TX 75218



DEMOLITION ELEVATION (RIGHT SIDE)
scale: 1/4" = 1'-0"



DEMOLITION ELEVATION (REAR)
scale: 1/4" = 1'-0"



DEMOLITION ELEVATION (LEFT SIDE)
scale: 1/4" = 1'-0"



DEMOLITION ELEVATION (FRONT)
scale: 1/4" = 1'-0"

House Renovations & Additions
6827 Santa Fe Ave.
Dallas, TX 75223

05/19/25
BOARD OF ADJUST.
DEMOLITION
ELEVATIONS

A0.02

LEGEND

- existing to remain
- existing to remain (beyond)
- new construction
- new construction (beyond)

MATERIALS LEGEND

- existing brick veneer
- wood siding
- architectural asphalt shingles



ELEVATION (RIGHT SIDE)

scale: 1/4" = 1'-0"

proposed height: 125'-10"

highest grade: 103'-2 1/2"
(at front building corner)

average grade: 100'-0"

lowest grade: 96'-9 1/2"
(at rear bldg. corner)



ELEVATION (REAR)

scale: 1/4" = 1'-0"



ELEVATION (LEFT SIDE)

scale: 1/4" = 1'-0"

highest grade: 103'-2 1/2"
(at front building corner)

average grade: 100'-0"

lowest grade: 96'-9 1/2"
(at rear bldg. corner)



ELEVATION (FRONT)

scale: 1/4" = 1'-0"



(214) 660-7663 | herman@hgcompany.net
9019 Garland Rd, Dallas, TX 75218



House Renovations & Additions
6827 Santa Fe Ave.
Dallas, TX 75223

05/19/25
BOARD OF ADJUST.

EXTERIOR
ELEVATIONS

A5.01

FILE NUMBER: BOA-25-000027(BT)

BUILDING OFFICIAL'S REPORT: Application of Robert Baldwin for **(1)** a special exception to the fence height regulations, and for **(2)** a special exception to the fence opacity regulations at **5601 SANTA FE AVENUE**. This property is more fully described as Block B/698, Lot 36A, and is zoned D(A), which limits the height of a fence in the front-yard to 4-feet and requires a fence panel with a surface area that is less than 50-percent open may not be located less than 5-feet from the front lot line. The applicant proposes to construct and/or maintain an 8-foot-high fence in a required front-yard, which will require **(1)** a 4-foot special exception to the fence height regulations, and to construct and/or maintain a fence in a required front-yard with a fence panel having less than 50-percent open surface area located less than 5-feet from the front lot line, which will require **(2)** a special exception to the fence opacity regulations..

LOCATION: 5601 Santa Fe Avenue

APPLICANT: Rob Baldwin

REQUEST:

- (1) A request for a special exception to the fence height regulations, and
- (2) A request for a special exception to the fence standard regulation relating to opacity.

STANDARD OF REVIEW FOR A SPECIAL EXCEPTION TO FENCE HEIGHT AND FENCE OPACITY REGULATIONS:

Section 51A-4.602(a)(11) of the Dallas Development Code states that the board may grant a special exception to the fence regulations when in the opinion of the board, **the special exception will not adversely affect neighboring property.**

STAFF RECOMMENDATION:

Special Exceptions (2):

No staff recommendation is made on this request.

BACKGROUND INFORMATION:

Zoning:

Site: D(A)
North: D(A)
East: D(A) and PD-134
South: D(A) and PD-134
West: D(A) and PD-901 (Subdistrict 3)

Land Use:

The subject site and surrounding properties are developed with single-family, multifamily and duplex uses.

BDA History:

No BDA history has been found within the last five years.

GENERAL FACTS/STAFF ANALYSIS:

- The application of Rob Baldwin for the property located at 5601 Santa Fe Avenue focuses on two requests relating to the fence height, and fence opacity regulations.
- The first request, the applicant is proposing to construct and maintain a 8-foot-high board on board fence and gate in a required front-yard along S. Beacon Street, which will require a 4-foot special exception to the fence height regulations.
- The second request, the applicant is proposing to construct and maintain a fence in a required front-yard with a fence panel having less than 50 percent open surface area located less than 5-feet from the front lot line, which requires a special exception to the fence opacity regulations.
- The subject site, due to blockface continuity, has a front-yard setback requirements along both Santa Fe Avenue and S. Beacon Street.
- The applicant has the burden of proof in establishing that the special exception to the fence standard regulations relating to height and opacity will not adversely affect the neighboring properties.
- Granting the special exception to the fence regulations relating to height, and opacity with a condition that the applicant complies with the submitted site plan and elevations, would require the proposal to be constructed as shown on the submitted documents.
- 200' Radius Video:

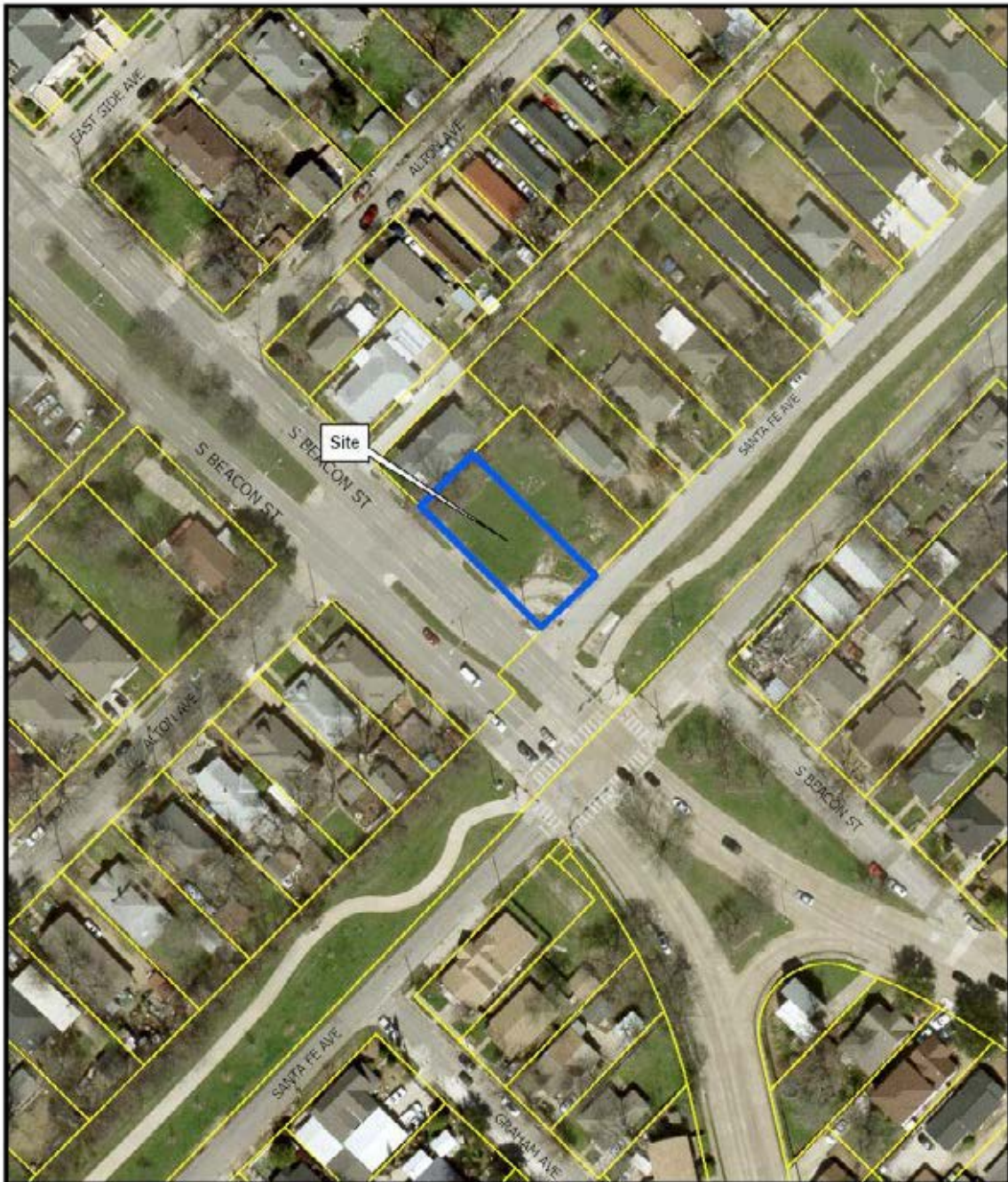
Timeline:

- June 27, 2025: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.
- July 7, 2025: The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel C.
- August 6, 2025: The Planning and Development Senior Planner emailed the applicant the following information:
- an attachment that provided the public hearing date and panel that will consider the application; the **July 21, 2025**, deadline to submit additional evidence for staff to factor into their analysis; and **August 8, 2025**, deadline to submit additional evidence to be incorporated into the board's docket materials.

- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

July 30, 2025:

The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the **August** public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.



1:1,200

AERIAL MAP

Case no: **BOA-25-000027**

Date: **07/01/2025**





Notification List of Property Owners

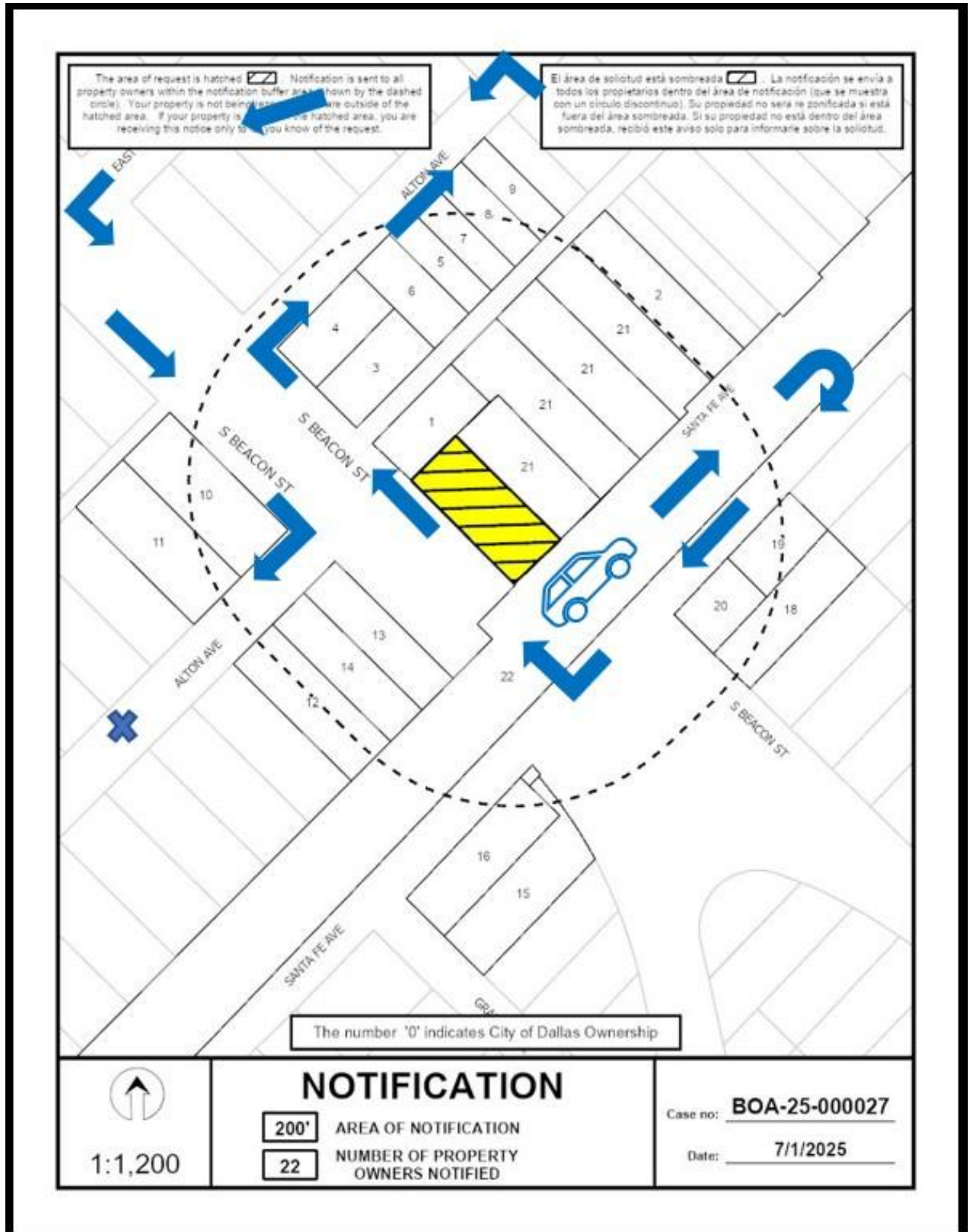
BOA-25-000027

22 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	302 S BEACON ST	GUTIERREZ CONSUELO
2	5623 SANTA FE AVE	RIOJAS ANDREW &
3	212 S BEACON ST	GUZMAN LESLY M
4	216 S BEACON ST	RIVERA JESUS
5	5613 ALTON AVE	AVILES GRACIELA S
6	5611 ALTON AVE	DEL BOSQUE ELIZABETH
7	5615 ALTON AVE	GALINDO FRANCISCO L
8	5617 ALTON AVE	REYES JOSIE S
9	5619 ALTON AVE	GARCIA DANIEL &
10	5529 ALTON AVE	MUNIZ LEONARDO & MARIA T
11	5525 ALTON AVE	BAU 1 LTD
12	5530 ALTON AVE	SECKER BETTY ANN
13	5536 ALTON AVE	HERRERA MANUEL & MARIA
14	5532 ALTON AVE	SECKER FRED # 1 LTD
15	404 GRAHAM AVE	Taxpayer at
16	400 GRAHAM AVE	EAST DALLAS YANKEE LLC THE
17	5510 SANTA FE AVE	ENSERCH CORP
18	406 S BEACON ST	RAMIREZ J JESUS
19	5610 SANTA FE AVE	MAIN STREET CHURCH OF
20	402 S BEACON ST	JOHNSTON BERNARD & SHANON
21	304 S BEACON ST	GRACIE JO LLC
22	401 S BUCKNER BLVD	DART

 1:1,200	NOTIFICATION <div>200' AREA OF NOTIFICATION</div> <div>22 NUMBER OF PROPERTY OWNERS NOTIFIED</div>	Case no: BOA-25-000027 Date: 7/1/2025
--	--	--

200' Radius Route Map



NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL C)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL A) will hold a hearing as follows:

DATE: MONDAY, AUGUST 18, 2025

BRIEFING: 10:00 a.m. via Videoconference and in 6ES COUNCIL BRIEFING at Dallas City Hall, 1500 Marilla Street <https://bit.ly/boa0818>

HEARING: 1:00 p.m. Videoconference and in 6EN COUNCIL BRIEFING at Dallas City Hall, 1500 Marilla Street <https://bit.ly/boa0818>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment:

BOA-25-000027(BT) Application of Robert Baldwin for (1) a special exception to the fence height regulations, and for (2) a special exception to the fence opacity regulations at 5601 SANTA FE AVENUE. This property is more fully described as Block B/698, Lot 36A, and is zoned D(A), which limits the height of a fence in the front-yard to 4-feet and requires a fence panel with a surface area that is less than 50-percent open may not be located less than 5-feet from the front lot line. The applicant proposes to construct and/or maintain an 8-foot-high fence in a required front-yard, which will require (1) a 4-foot special exception to the fence height regulations, and to construct and/or maintain a fence in a required front-yard with a fence panel having less than 50 percent open surface area located less than 5-feet from the front lot line, which will require (2) a special exception to the fence opacity regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAREPLY@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing. If you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES Council Briefing at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-C-Register> or contact the Planning & Development Department at 214-670-4127 by the close of business Sunday, August 17, 2025. All virtual speakers will be required to show their video in order to address the board. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or YouTube.com/CityofDallasCityHall.

Speakers at the meeting are allowed a maximum of five (5) minutes to address the Board.

Additional information regarding the application may be obtained by calling Bryant Thompson, Senior Planner, at (214) 948-4502, or Mary Williams, Board Secretary at (214) 670-4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment
Planning and Development Department
1500 Marilla Street 5CN, Dallas TX 75201

PLEASE SEND REPLIES TO:

BDAREPLY@dallas.gov

**Letters will be received until 9:00
am the day of the hearing.**

PLEASE REGISTER AT:

<https://bit.ly/BDA-C-Register>



Development Services

"TOGETHER WE ARE BUILDING A SAFE AND UNITED DALLAS"

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

FOR OFFICE USE ONLY

Data Relative to Subject Property: prior BDA 223-047 (fka 304 S. Beacon) Date:

FOR OFFICE USE ONLY

Location address: 5601 Santa Fe

Zoning District: D(A)

Lot No.: 36A Block No.: B/698 Acreage: 0.1613 Census Tract: 48113001301

Street Frontage (in Feet): 1) 56.31' 2) 125.22' 3) _____ 4) _____ 5) _____

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Gracie Jo, LLC (Lee Lamont)

Applicant: Rob Baldwin, Baldwin Associates Telephone: 214-824-7949

Mailing Address: 3904 Elm Street, Suite B - Dallas Zip Code: 75226

E-mail Address: rob@baldwinplanning.com / michele@baldwinplanning.com

Represented by: Rob Baldwin, Baldwin Associates Telephone: 214-824-7949

Mailing Address: 3904 Elm Street, Suite B - Dallas Zip Code: 75226

E-mail Address: rob@baldwinplanning.com / michele@baldwinplanning.com

Affirm that an appeal has been made for a Variance , or Special Exception X, of of 4' to allow an 8' fence in the front yard along S. Beacon 2.) S.E. to opacity requirements

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason:

This property is encumbered with 2 front yards. The proposed privacy fence will prevent traffic and onlookers from being able to see inside the home. We feel the fence is necessary for the privacy and security of the homeowners.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Rob Baldwin

(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted: _____
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 13 day of June, 25

Michele Stoy
Notary Public in and for Dallas County, Texas



**BOARD OF ADJUSTMENT
CITY OF DALLAS, TEXAS**

FILE NUMBER: BOA-25-000027

BUILDING OFFICIAL'S REPORT: Application of Robert Baldwin for a special exception to the fence height regulations, and for a special exception to the fence opacity regulations at 5601 SANTA FE AVE. This property is more fully described as Block B/698, Lot 36A, and is zoned D(A), which limits the height of a fence in the front-yard to 4-feet and requires a fence panel with a surface area that is less than 50-percent open may not be located less than 5-feet from the front lot line. The applicant proposes to construct and/or maintain an 8-foot-high fence in a required front-yard, which will require a 4-foot special exception to the fence height regulations, and to construct and/or maintain a fence in a required front-yard with a fence panel having less than 50- percent open surface area located less than 5-feet from the front lot line, which will require a special exception to the fence opacity regulations.

LOCATION: 5601 SANTA FE AVE

APPLICANT: Robert Baldwin

REQUEST: A request special exception to the fence height regulations, special exception to the fence opacity regulations



AFFIDAVIT

Appeal number: BDA _____

I, Gracie Jo, LLC, Owner of the subject property
(Owner or "Grantee" of property as it appears on the Warranty Deed)

at: 5601 Santa Fe (formerly 304 S. Beacon)
(Address of property as stated on application)

Authorize: Rob Baldwin, Baldwin Associates
(Applicant's name as stated on application)

To pursue an appeal to the City of Dallas Zoning Board of Adjustment for the following request(s)

_____ Variance (specify below)

☒ Special Exception (specify below)

_____ Other Appeal (specify below)

Specify: Special exception to the front yard setback to allow a fence to be located in the setback.

Special exception to the fence regulations to allow an 8' solid fence to be located in the front yard.

LEE S. LAMONT
Print name of property owner or registered agent

[Signature]
Signature of property owner or registered agent

Date June 12, 2025

Before me, the undersigned, on this day personally appeared Lee Lamont

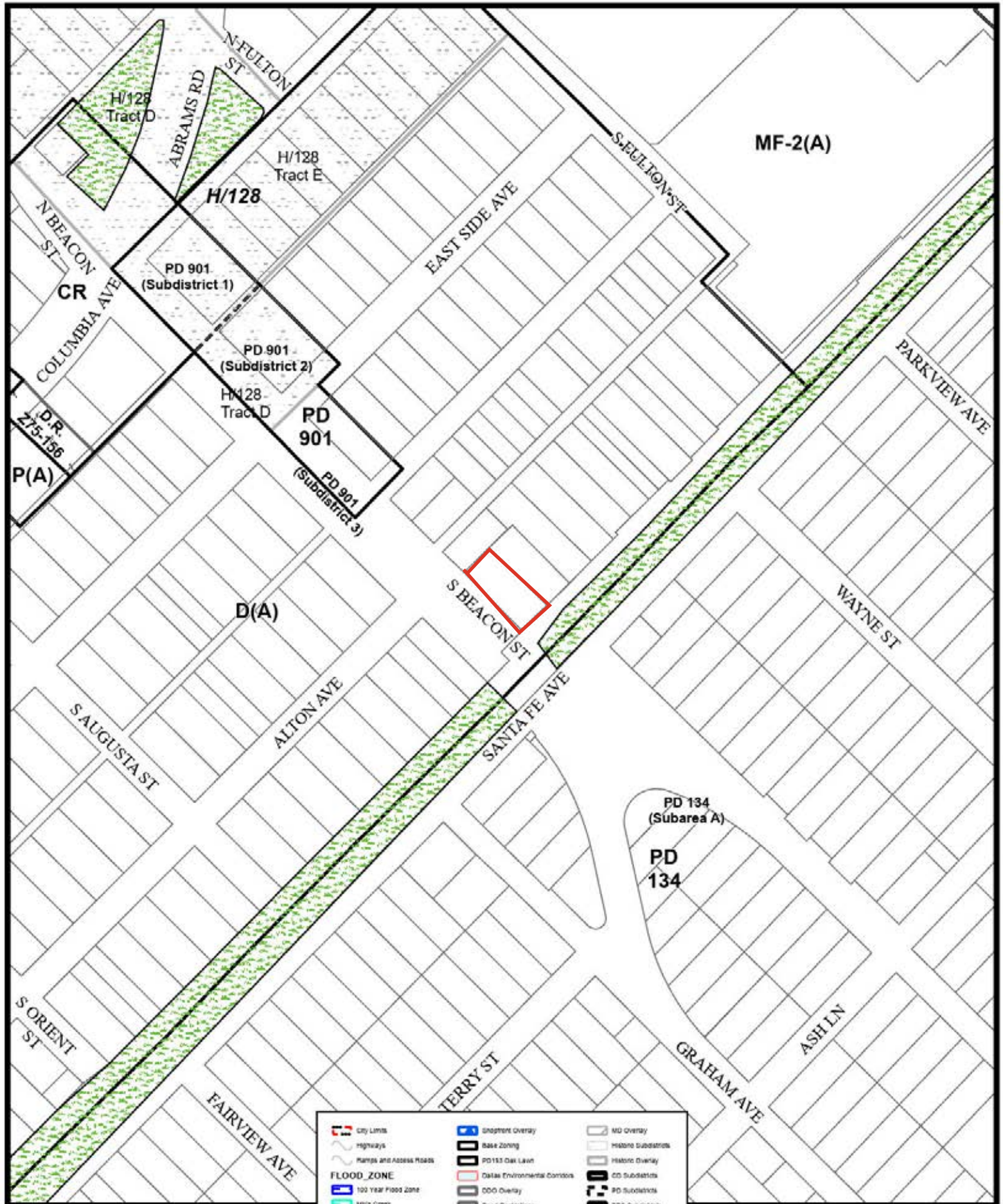
Who on his/her oath certifies that the above statements are true and correct to his/her best knowledge.

Subscribed and sworn to before me this 12 day of June, 2025



[Signature]
Notary Public for Dallas County, Texas

Commission expires on 7-20-2028



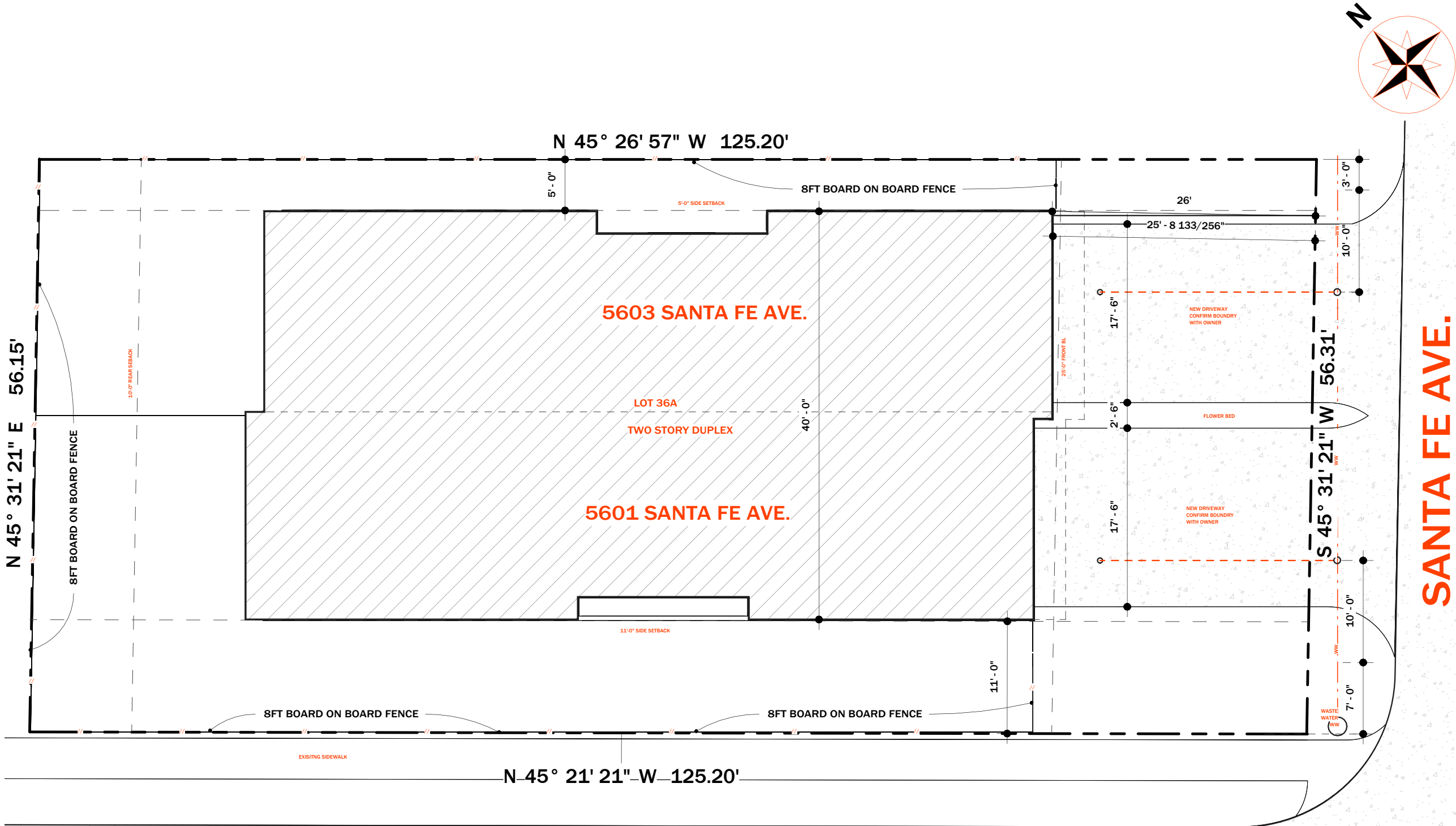
City Limits	Snaprent Overlay	MD Overlay
Highways	Base Zoning	Historic Subdistricts
Ramps and Access Roads	PD 153 Oak Lawn	Historic Overlay
FLOOD_ZONE	Dallas Environmental Corridor	CD Subdistricts
100 Year Flood Zone	DDO Overlay	PD Subdistricts
Mill's Creek	Deed Restrictions	RDS Subdistricts
Pearl's Branch	SUP	NSD Subdistricts
X PROTECTED BY LEVEE	D	NSO Overlay
Parks	D-1	Easement Overlay
Height Map Overlay	CP	
Parking Management Overlay	SP 139	



1:2,400

Case ID:

Printed: 6/12/2025



1 SITE PLAN - FENCE

SCALE: 3/32" = 1'-0"



MATT PARKER
P.O. Box 101015
Fort Worth, TX 76185
972.345.7025
matt@mparkerdesign.com

PROJECT
SANTA FE
AVE. LOT-36A
- FENCE
DATE: 9.12.22
PROJECT 2039 - A

REVISIONS	DATE
NO.	

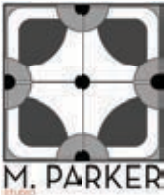
NOTES:
1. ALL DIMENSIONS SHOWN
ARE TO FACE OF STUD UNLESS
OTHERWISE NOTED.
2. HOUSE DATUM: X, Y = 0'-0"
3. CONTRACTOR TO VERIFY ALL
DIMENSIONS ON SITE

5601 & 5603 SANTA FE AVE.
DALLAS, TX 75214

SITE PLAN
- FENCE

SCALE: 3/32" = 1'-0"

B1.1



MATT PARKER
P.O. Box 101015
Fort Worth, TX 76185
972.345.7025
matt@mparkerdesign.com

PROJECT
SANTA FE
AVE. LOT-36A
- FENCE

DATE: 9.12.22

PROJECT 2039 - A

REVISIONS	
NO.	DATE

NOTES:
1. ALL DIMENSIONS SHOWN
ARE TO FACE OF STUD UNLESS
OTHERWISE NOTED.
2. HOUSE DATUM: X.X' = 0'-0"
3. CONTRACTOR TO VERIFY ALL
DIMENSIONS ON SITE

5601 & 5603 SANTA FE AVE.
DALLAS, TX 75214

FENCE -
ELEVATIONS

SCALE: 3/32" = 1'-0"

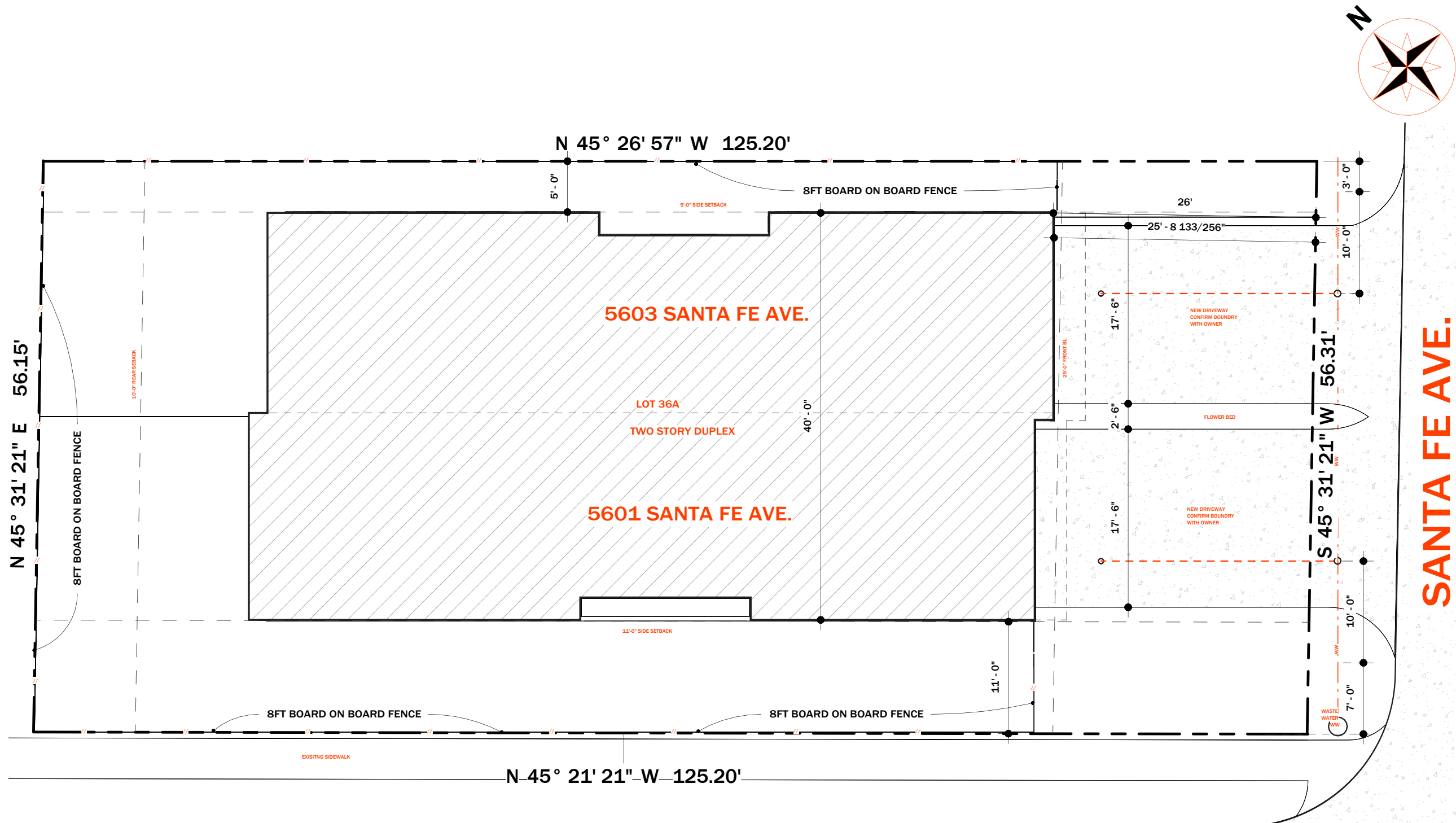
B1.2



11 South-Fence
SCALE: 3/32" = 1'-0"



2 West-Fence Permit
SCALE: 3/32" = 1'-0"



1 SITE PLAN - FENCE
SCALE: 3/32" = 1'-0"



MATT PARKER
P.O. Box 101015
Fort Worth, TX 76185
972.345.7025
matt@mparkerdesign.com

PROJECT
SANTA FE
AVE. LOT-36A
- FENCE
DATE: 9.12.22
PROJECT 2039 - A

REVISIONS	
NO.	DATE

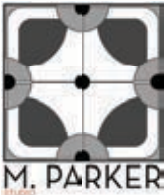
NOTES:
1. ALL DIMENSIONS SHOWN
ARE TO FACE OF STUD UNLESS
OTHERWISE NOTED.
2. HOUSE DATUM: X, Y' = 0'-0"
3. CONTRACTOR TO VERIFY ALL
DIMENSIONS ON SITE

5601 & 5603 SANTA FE AVE.
DALLAS, TX 75214

SITE PLAN
- FENCE

SCALE: 3/32" = 1'-0"

B1.1



MATT PARKER
P.O. Box 101015
Fort Worth, TX 76185
972.345.7025
matt@mparkerdesign.com

PROJECT
SANTA FE
AVE. LOT-36A
- FENCE

DATE: 9.12.22

PROJECT 2039 - A

REVISIONS	
NO.	DATE

NOTES:
1. ALL DIMENSIONS SHOWN
ARE TO FACE OF STUD UNLESS
OTHERWISE NOTED.
2. HOUSE DATUM: X.X' = 0'-0"
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DIMENSIONS ON SITE

5601 & 5603 SANTA FE AVE.
DALLAS, TX 75214

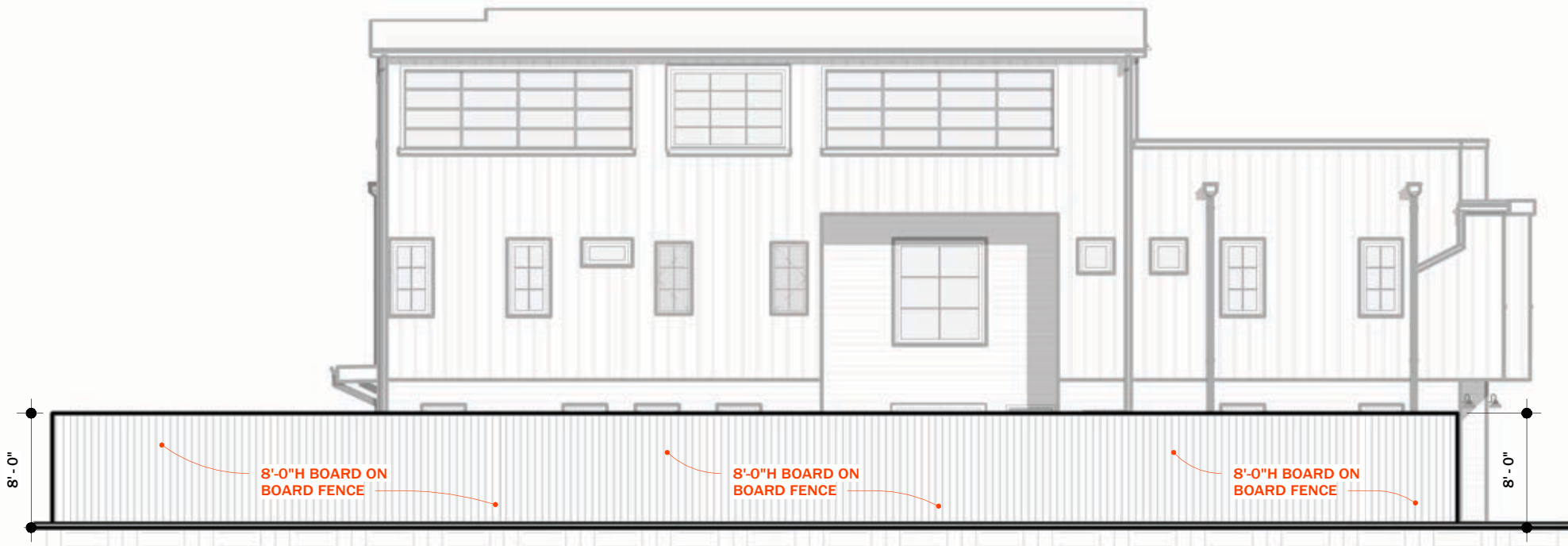
FENCE -
ELEVATIONS

SCALE: 3/32" = 1'-0"

B1.2



11 South-Fence
SCALE: 3/32" = 1'-0"



2 West-Fence Permit
SCALE: 3/32" = 1'-0"

FILE NUMBER: BOA-25-000028(BT)

BUILDING OFFICIAL'S REPORT: Application of Faisal Rehman for **(1)** a special exception to the landscaping regulations at **4501 Afton Street**. This property is more fully described as Block 15/2298 Lot 1 and is zoned PD-193 (MF-2), which requires mandatory landscaping. The applicant proposes to construct and/or maintain a nonresidential structure and provide an alternate landscape plan, which will require (1) a special exception to the landscape regulations.

LOCATION: 4501 Afton Street

APPLICANT: Faisal Rehman

REQUEST: A special exception to the landscape regulations.

STANDARD OF REVIEW FOR A SPECIAL EXCEPTION TO THE LANDSCAPING:

Section 51P-193.126(a)(4) of the Dallas City Code specifies that the board may grant a special exception to the requirements of this section if, in the opinion of the Board, the special exception will not compromise the spirit and intent of this section. When feasible, the Board shall require that the applicant submit and that the property comply with a landscape plan as a condition to granting a special exception.

STAFF RECOMMENDATION:

Special Exceptions (1):

No BDA staff recommendation is made on this or any request for a special exception to the landscape regulations since the basis for this type of appeal is when in the opinion of the board, the special exception will not compromise the spirit and intent of Section 51P-193.126.

BACKGROUND INFORMATION:

Zoning:

Site: PD-193 (MF-2)
North: PD-193 (MF-2)
East: PD-193 (MF-2)
South: PD-193 (PDS 28) Esperanza "Hope" Medrano Elementary School
West: PD-193 (MF-2)

Land Use:

The subject site is currently vacant and the surrounding properties consists of single-family, multifamily, and elementary school.

BDA History:

No BDA history has been found within the last five years.

GENERAL FACTS/STAFF ANALYSIS:

- The application of Faisal Rehman for the property located at 4501 Afton Street focuses on one request relating to a special exception to the landscape regulations.
- As gleaned from the submitted site plan, the applicant is proposing to construct and/or maintain a multifamily structure resulting in the need for a landscape special exception.
- Per Zoning Staff referral on April 2, 2025, the applicant is not meeting Section 51P-193.126 (b)(4)(B)(i):
- SEC. 51P-193.126. LANDSCAPE, STREETScape, SCREENING, AND FENCING STANDARDS. (b) Landscaping requirements in general. (4) Sidewalks. (B) Location. Required sidewalks must be constructed and maintained in the following described areas, except that a required sidewalk may be located farther from the projected street where necessary to avoid or preserve existing trees or structures, or to allow compliance with other landscaping requirements in this section: (i) In residential subdistricts, in that area parallel to and between 5 and 10 feet from the back of the projected street curb.
- The applicant is seeking a special exception to the landscaping regulations of PD 193 (MF-2) with the submittal of an alternate landscaping plan. New construction requires compliance with the tree planting zone, sidewalk location and dimension, screening, and planting area requirements of the district.
- The plan identifies that it provides compliance with landscape site area, general planting area, and special planting area conditions. It provides the required number of tree planting zone trees but are placed in the front yard (allowed by ordinance) instead of the tree planting zone designated as 2.5-5 feet from back of curb.
- The required street trees are placed in the front yard along Lucas Drive to maintain an existing sidewalk configuration at the back of curb to the corner of Afton Street and is currently inhibited with a school signal and street sign. The sidewalk is required by ordinance to be placed between 5' to 10' from the back of curb with a minimum of 4' in width. The existing sidewalk is 5' wide. The applicant proposes Savannah holly for the front yard. The tree must be a minimum of 3.5" caliper and 14 feet in height at planting.
- Granting the special exception to the landscape regulations with a condition that the applicant complies with the submitted alternate landscape plan, would require the proposal to be constructed as shown on the submitted documents.
- 200' Radius Video:

Timeline:

- | | |
|-----------------|--|
| June 27, 2025: | The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report. |
| July 7, 2025: | The Board of Adjustment Administrator assigned this case to Board of Adjustment Panel C. |
| August 6, 2025: | The Planning and Development Senior Planner emailed the applicant the following information: |

- an attachment that provided the public hearing date and panel that will consider the application; the **July 21, 2025**, deadline to submit additional evidence for staff to factor into their analysis; and **August 8, 2025**, deadline to submit additional evidence to be incorporated into the board's docket materials.
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to documentary evidence.

July 30, 2025: The Board of Adjustment staff review team meeting was held regarding this request and other requests scheduled for the **August** public hearings. Review team members in attendance included: The Board of Adjustment Chief Planner/Board Administrator, the Board of Adjustment Senior Planner, Project Coordinator, Board Secretary, Conservation District Chief Planner, Chief Arborists, Zoning Senior Planner, and Transportation Engineer.

August 1, 2025: Chief Arborist provided comments.



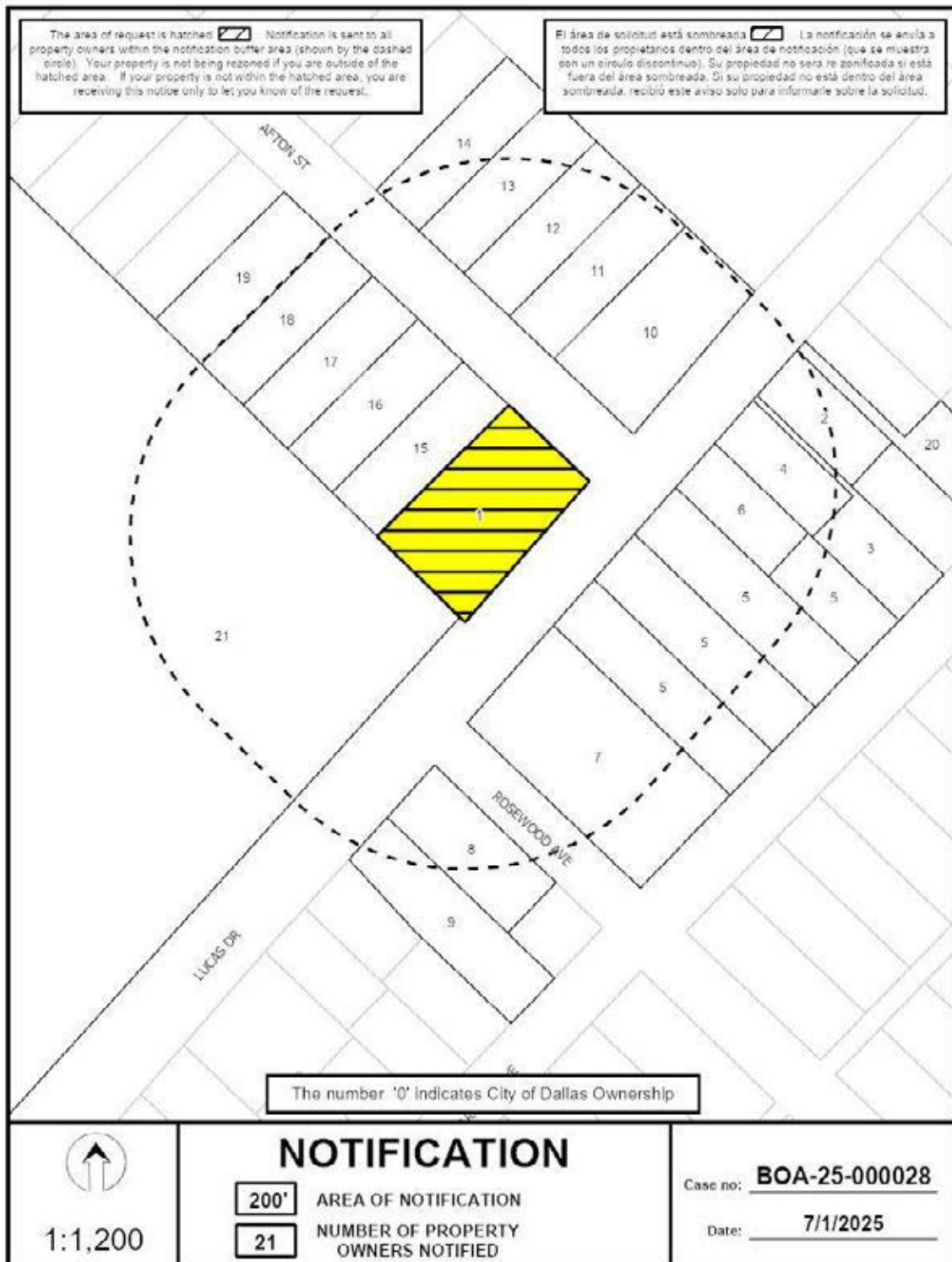
1:1,200

AERIAL MAP

Case no: **BOA-25-000028**

Date: **07/01/2025**





Notification List of Property Owners

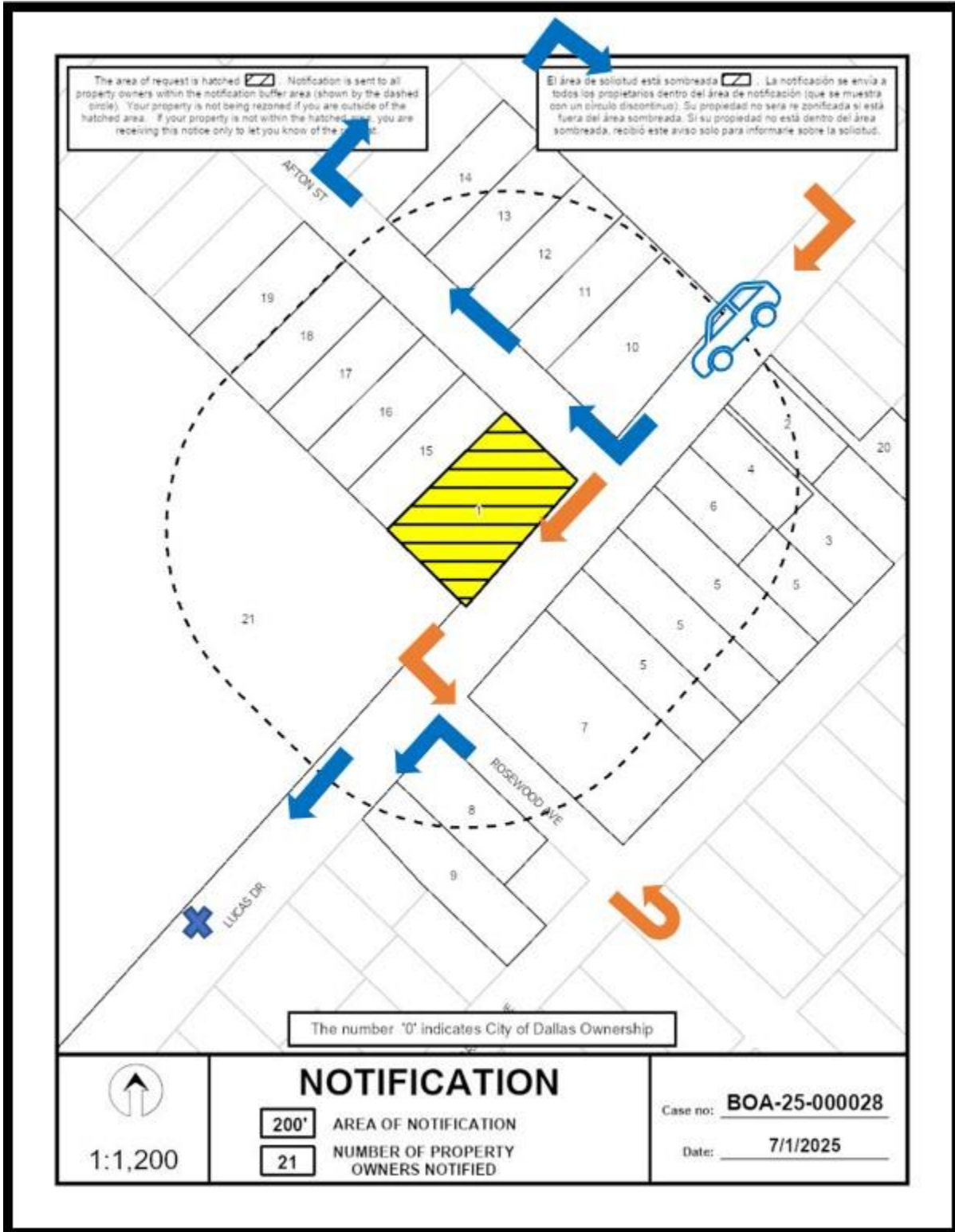
BOA-25-000028

21 Property Owners Notified

Label #	Address	Owner
1	4501 AFTON ST	AFTON
2	2328 LUCAS DR	Taxpayer at
3	2327 ARROYO AVE	TELLEZ ADAN &
4	2326 LUCAS DR	LOPEZ ARGELIA
5	2323 ARROYO AVE	MDS FAMILY HOMES LTD
6	2320 LUCAS DR	MDS FAMIILY HOMES LTD
7	2300 LUCAS DR	MONTERREY ENTERPRISES INC
8	4435 ROSEWOOD AVE	MCILVEEN REAL ESTATE MGMT INC
9	2235 ARROYO AVE	ALBA FELIX & MARIA D
10	4502 AFTON ST	PEREZ TOMAS BELTRAN
11	4508 AFTON ST	AGUINAGA ALICIA
12	4514 AFTON ST	DAO CUONG P & QUYEN T VO
13	4518 AFTON ST	MARTINEZ MARIA CARMEN
14	4522 AFTON ST	HERNANDEZ EPIFANIO
15	4511 AFTON ST	CHAU DIEM
16	4515 AFTON ST	URBINA EMILIO &
17	4519 AFTON ST	PEREZ JENNIFER
18	4523 AFTON ST	YOHANNES KIDUS &
19	4527 AFTON ST	RODRIGUEZ JUAN P
20	2335 ARROYO AVE	CUELLAR MARIA R
21	2221 LUCAS DR	Dallas ISD

 1:1,200	NOTIFICATION	Case no: BOA-25-000028
	<div>200' AREA OF NOTIFICATION</div> <div>21 NUMBER OF PROPERTY OWNERS NOTIFIED</div>	Date: 7/1/2025

200' Radius Route Map



NOTICE OF PUBLIC HEARING

BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL C)

NOTICE IS HEREBY GIVEN that the BOARD OF ADJUSTMENT OF THE CITY OF DALLAS (PANEL A) will hold a hearing as follows:

DATE: MONDAY, AUGUST 18, 2025

BRIEFING: 10:00 a.m. via Videoconference and in 6ES COUNCIL BRIEFING at Dallas City Hall, 1500 Marilla Street <https://bit.ly/boa0818>

HEARING: 1:00 p.m. Videoconference and in 6EN COUNCIL BRIEFING at Dallas City Hall, 1500 Marilla Street <https://bit.ly/boa0818>

The purpose of the hearing is to consider the following appeal(s) now pending before the Board of Adjustment:

BOA-25-000028(BT) Application of Faisal Rehman for (1) a special exception to the landscaping regulations at 4501 AFTON STREET. This property is more fully described as Block 15/2298, Lot 1, and is zoned PD-193(MF-2), which requires mandatory landscaping. The applicant proposes to construct and/or maintain a nonresidential structure and provide an alternate landscape plan, which will require (1) a special exception to the landscape regulations.

You have received this notice because you own property within 200 feet of the above property. You may be interested in attending the Board of Adjustment hearing to express your support for or opposition to the application. You may also contact the Board of Adjustment by email to BDAREPLY@dallas.gov. Letters will be accepted until 9:00 am the day of the hearing. If you are unable to attend the hearing. If you choose to respond, it is important that you let the Board know your reasons for being in favor of or in opposition to the application. The Board members are very interested in your opinion.

Note: Any materials (such as plans, elevations, etc.) included within this notice may be subject to change.

The Board of Adjustment hearing will be held by videoconference and in 6ES Council Briefing at City Hall. Individuals who wish to speak in accordance with the Board of Adjustment Rules of Procedure by joining the meeting virtually, must register online at <https://bit.ly/BDA-C-Register> or contact the Planning & Development Department at 214-670-4127 by the close of business Sunday, August 17, 2025. All virtual speakers will be required to show their video in order to address the board. Public Affairs and Outreach will also stream the public hearing on Spectrum Cable Channel 96 or 99; and bit.ly/cityofdallastv or YouTube.com/CityofDallasCityHall.

Speakers at the meeting are allowed a maximum of five (5) minutes to address the Board.

Additional information regarding the application may be obtained by calling Bryant Thompson, Senior Planner, at (214) 948 4502, or Mary Williams, Board Secretary at (214) 670 4127. Si desea información en español, favor de llamar al teléfono a Mary Williams al (214) 670-4127.

Board of Adjustment
Planning and Development Department
1500 Marilla Street 5CN, Dallas TX 75201

PLEASE SEND REPLIES TO:
BDAREPLY@dallas.gov
Letters will be received until 9:00
am the day of the hearing.

PLEASE REGISTER AT:
<https://bit.ly/BDA-C-Register>

APPLICATION/APPEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA

FOR OFFICE USE ONLY

Data Relative to Subject Property:

Date:

FOR OFFICE USE ONLY

Location address: 4501 Afton St Dallas TX 75219

Zoning District: PD193,MF-2

Lot No.: 1 Block No.: 15/2298 Acreage: 0.313

Census Tract: 43.10

Street Frontage (in Feet): 1) 85.07 2) 150.21 3) 4) 5)

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Afton, a protected series of Salfai LLC

Applicant: Faisal Rehman

Telephone: (248) 255-3037

Mailing Address: 14168 Mensano Dr Frisco

Zip Code: 75035

E-mail Address: Salfai LLC @ outlook.com

Represented by: Faisal Rehman

Telephone: (248) 255-3037

Mailing Address: 14168 Mensano Dr. Frisco

Zip Code: 75035

E-mail Address: Salfai LLC @ outlook.com

Affirm that an appeal has been made for a Variance or Special Exception of Landscaping exception due to existing site conditions along Lucas Dr. including a retaining wall, utility poles and school zone signage that make it impractical to

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to Grant the described appeal for the following reason: relocating the sidewalk on Lucas Dr. would not only be impractical but also create a safety hazard by disrupting direct school access, potentially forcing students to walk in the street to avoid inconvenient detour.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Faisal Rehman

(Affiant/Applicant's name printed)

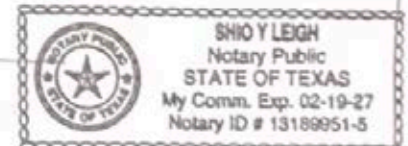
who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property

Respectfully submitted:

(Affiant/Applicant's signature)

Subscribed and sworn to before me this 20 day of June 2025

Shioy Leigh
Notary Public in and for Dallas County, Texas
collins



DEVELOPMENT SERVICES • BOARD OF ADJUSTMENT | REV 05.24.2023

meet PD 193 /MF2 requirements. A fully functional 5 ft sidewalk already exists, even if removed the presence of overhead electrical lines of utility poles makes tree planting unfeasible. The only viable location for tree landscaping is behind the retaining wall.

**BOARD OF ADJUSTMENT
CITY OF DALLAS, TEXAS**

FILE NUMBER: BOA-25-000028

BUILDING OFFICIAL'S REPORT: Application of Faisal Rehman for (1) a special exception to the landscaping regulations at 4501 AFTON ST. This property is more fully described as Block 15/2298. Lot 1 and is zoned PD-193(MF-2), which requires mandatory landscaping. The applicant proposes to construct and/or maintain a nonresidential structure and provide an alternate landscape plan, which will require a special exception to the landscape regulations.

LOCATION: 4501 AFTON ST

APPLICANT: Faisal Rehman

REQUEST: A request for (1) a special exception to the landscaping regulations

SECOND INSTALLMENT OF
Maplewood
AN ADDITION TO THE CITY OF DALLAS TEXAS.



27910.....

MAPLEWOOD ADD'n.: STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS:
TO-WIT: COUNTY OF DALLAS:

That we, John H. McDonough and wife, Mary C. McDonough, do hereby adopt the foregoing plat as a true and correct representation of the Second Installment of Maplewood, an Addition to the City of Dallas, Texas, and do hereby dedicate for the use and benefit of the public forever the streets and alleys therein shown.

The property embraced in this Dedication is a part of the Crawford Grigsby Survey, being a tract of land 1140 x 350 feet lying immediately Southwest of Blocks Nos. 10 and 11 of Maplewood, an Addition to the City of Dallas, Texas, according to the Map thereof recorded in Volume 2, Page 121, Map Records of Dallas County, Texas.

Said property is now vacant and is no part or parcel of our homestead, never having been used, claimed or owned by us as such, our homestead being elsewhere located in the City of Dallas, Texas.

EXECUTED this 24th day of May A.D. 1921.

John H. McDonough
Mary C. McDonough

STATE OF TEXAS : before me, the undersigned authority, on this day personally appeared John H. McDonough and wife, Mary C. McDonough, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mary C. McDonough, wife of said John H. McDonough, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Mary C. McDonough, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 24th day of May, A.D. 1921.

Bruce Thomas

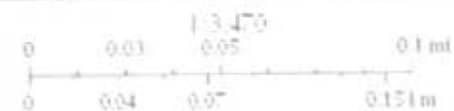
(LS.)
Notary Public, Dallas County, Texas.
Filed for Record May 31, 1921, at 11:00 o'clock A.M. W. S. Skiles County Clerk
By M. L. Camp Deputy
Recorded June 8, 1921, W. S. Skiles County Clerk by *Samuel H. Hark*



ArcGIS Web Map



6/18/2025, 5:18:58 PM





REFERRAL FORM FOR BOARD OF ADJUSTMENT

APPLICANT: <u>Faisal Rehman</u>		OWNER: <u>Afton</u>	
ADDRESS: <u>4501 Afton St</u>		STATE: <u>TX</u>	ZIP: <u>75219</u>
LOT: <u>1</u>	BLOCK: <u>15/2298</u>	ZONING: <u>PD 193, MF-2</u>	

- | | |
|---|---|
| <input type="checkbox"/> Variance | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Yard setback | <input type="checkbox"/> Fence height and standards |
| <input type="checkbox"/> Lot width | <input type="checkbox"/> Visibility triangle obstructions |
| <input type="checkbox"/> Lot Depth | <input type="checkbox"/> Parking demand |
| <input type="checkbox"/> Lot Coverage | <input checked="" type="checkbox"/> Landscaping |
| <input type="checkbox"/> Floor area for accessory structures for single family uses | <input type="checkbox"/> Additional dwelling unit for a single-family |
| <input type="checkbox"/> Height | <input type="checkbox"/> Carport |
| <input type="checkbox"/> Minimum width of sidewalk | <input type="checkbox"/> Non-conforming use |
| <input type="checkbox"/> Off-street parking | <input type="checkbox"/> Other |
| <input type="checkbox"/> Off-street loading | |
| <input type="checkbox"/> Landscape regulations | |
| <input type="checkbox"/> Other | |

Please list the City of Dallas Development Code(s) this project is non-compliant with:

51P-193.126(b)(4)(B)(i)

Description: In residential subdistricts, in that area parallel to and between 5 and 12 feet from the back of the projected street curb. (sidewalk location)

Alternative resolutions discussed/offered:

offered sidewalk waiver-engineering referred for special exception

Referred by: Ann Hamilton Contact: 214-948-4551 Date: 4-2-25

FOR INTERNAL USE ONLY

SETBACKS:
F = 15'
S = 10' & 10'
R = 10'

Lot 2, Block 15/2297
Maplewood No. 2 Addition
Vol. 2, Pg 175
M.R.D.C.T.

4501 Afton Street
Lot 1, Block 15/2298
Maplewood No. 2 Addition
M.R.D.C.T.
13,355sf

DISD
ESPERANZA "HOPE"
MEDRANO
LOT 17A, BLOCK 2300

NOTE: ALL AREAS NOT
UNDER FOOTPRINT OF
BUILDING TO BE
DESIGNATED AS COMMON
AREAS.

NOTE: DRIVE TO BE 6" 3000
PSI CONC. PAVING WITH #3
REBARS @ 24" O.C. EACH
WAY. EXPANSION JOINTS @
10' o.c.

NOTE: PROVIDE VEGETATIVE
LANDSCAPE OR 70% OF THE
NON-ROOF AREA OF LOT O
ALLOW FOR WATER RUN
OFF.

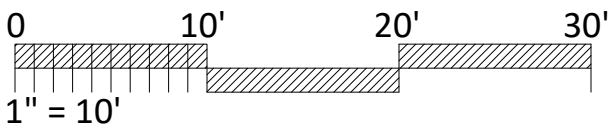
NOTE: 1 HR FIRE RATED SEP.
BETWEEN DWELLING UNITS
AND GARAGE PER 2021
IBC/DBC 406.3.2.1 - SEE
DETAILS ON A4.20

THIS SPACE RESERVED - BLDG INSPECTION

THIS SPACE RESERVED - ENGINEERING

LOT COVERAGE TABLE (SLAB)			
LOT NUMBER	LOT SIZE	SLAB AREA	% OF COVERAGE
Lot 17A	13,355 sf	5,730 sf	42.9%

UNIT MATRIX				
UNIT TYPE	GROSS SF.	LIVING SF.	QTY.	SUBTOTAL
A	2,251 sf	1,523 sf	2	3,046 sf
B	2,254 sf	1,530 sf	4	6,120 sf
C	2,251 sf	1,523 sf	2	3,046 sf
TOTALS	18,020 sf		8	12,212 sf



1 ARCHITECTURAL SITE PLAN

Prj. #21093 ISSUE RECORD

DATE:	ISSUED FOR:	COMMENTS:

Drawing File: 4501 Afton_arch.dwg

LEGEND:

CONTACTS:

OWNER/AGENT:
Faisal Rehman
E: faisalrehman1@gmail.com

APPLICANT:
Faisal Rehman
E: faisalrehman1@gmail.com

ENGINEER:

Construction Plans for
Condos located at
4501 Afton Street
Lot 1, Block 15/2298
Maplewood No. 2 Addition
City of Dallas, Dallas County, TX 75219

Site Plan

Date:
02-10-2025

Scale:
1" = 10'









Drawn By:
N.P.K.

Page:
A0.10

LANDSCAPE CHECKLIST — Ordinance No. 25243 (Pd 193)

LANDSCAPE SUMMARY TABLE		
	ALLOW/REQD	PROPOSED
LOT AREA	----	13,355 sq.ft.
LANDSCAPE AREA	20%/2,671 sq.ft.	25%/3,369 sq.ft.
Required Front Yard		2,634 sq.ft.
STREET TREES		
Afton Street (1/25')	3 trees	3 trees
Lucas Drive (1/25')	6 trees	6 trees

PLANTING LEGEND

SYMBOL	#	TYPE	BOTANICAL NAME	CAL.
	9	Savannah Holly	Ilex X Attenuata 'Savannah'	3.5"
	2	Texas Redbud	Cercis Canadensis 'Texana'	1"
	Existing Non-Protected Tree to Be Preserved			
	26	Elaeagnus	Elaeagnus Pungens 'Fruitlandii'	1 gal.
	13	Thunder Cloud™ Texas Sage	Leucophyllum Candidum	1 gal.
	5	Variegated Yucca	Yucca Filamentosa 'Color Guard'	1 gal.
	2,629 sq. ft.	Common Bermuda Grass	Cynodon Dactylon	n/a
	1,338 sq. ft.	Asian Jasmine	Trachelospermum Asiaticum	n/a

1 LANDSCAPE SITE PLAN

LANDSCAPE SUMMARY TABLE		
	ALLOW/REQD	PROPOSED
LOT AREA	----	13,355 sq.ft.
LANDSCAPE AREA	20%/2,671 sq.ft.	25%/3,369 sq.ft.
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STREET TREES		
Afton Street (1/25')	3 trees	3 trees
Lucas Drive (1/25')	6 trees	6 trees

1 LANDSCAPE SITE PLAN

BUILDING SITE WASTE MANAGEMENT

LOT COVERAGE TABLE (SLAB)			
LOT NUMBER	LOT SIZE	SLAB AREA	% OF COVERAGE
Lot 1	13,355 sf	5,730 sf	42.9%

UNIT MATRIX

UNIT MATRIX				
UNIT TYPE	GROSS SF.	LIVING SF.	QTY.	SUBTOTAL
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B	2,254 sf	1,530 sf	4	6,120 sf
C	2,251 sf	1,523 sf	2	3,046 sf
TOTALS	18,020 sf		8	12,212 sf

Memorandum



Date August 1, 2025

To Kameka Miller-Hoskins, PhD Chief Planner/Board Administrator
Bryant Thompson, Senior Planner

Subject BOA-25-000028 4501 Afton Street Arborist report

Request

The applicant is seeking a special exception to the landscaping regulations of PD 193 (MF-2) with the submittal of an alternate landscaping plan. New construction requires compliance with the tree planting zone, sidewalk location and dimension, screening, and planting area requirements of the district.

Provision

The plan identifies that it provides compliance with landscape site area, general planting area, and special planting area conditions. It provides the required number of tree planting zone trees but are placed in the front yard (allowed by ordinance) instead of the tree planting zone designated as 2.5-5' from back of curb.

Deficiency

The required street trees are placed in the front yard along Lucas Drive to maintain an existing sidewalk configuration at the back of curb to the corner of Afton Street and is currently inhibited with a school signal and street sign. The sidewalk is required by ordinance to be placed between 5' to 10' from the back of curb with a minimum of 4' in width. The existing sidewalk is 5' wide. The applicant proposes Savannah holly for the front yard. The tree must be a minimum of 3.5" caliper and 14 feet in height at planting.

The owner is seeking to maintain the existing sidewalk and retaining wall configuration on Lucas Drive and to place required trees out of the standard tree planting zone.

Philip Erwin
Chief Arborist
Development Services