

ZONING BOARD OF ADJUSTMENT, PANEL B  
WEDNESDAY, AUGUST 20, 2014  
AGENDA

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BRIEFING	L1FN CONFERENCE CENTER AUDITORIUM 1500 MARILLA STREET	11:00 A.M.
PUBLIC HEARING	L1FN CONFERENCE CENTER AUDITORIUM 1500 MARILLA STREET	1:00 P.M.

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**Neva Dean, Interim Assistant Director**  
**Steve Long, Board Administrator**

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**MISCELLANEOUS ITEMS**

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	Approval of the June 25, 2014 Board of Adjustment Panel B Public Hearing Minutes	M1
<b>BDA 134-021</b>	10501 N. Central Expressway <b>REQUEST:</b> Of Maxwell Fisher to extend the time to file an application for a building permit or certificate of occupancy an additional 12 months beyond the 180 days from the Board of Adjustment Panel B's favorable action for a special exception to the off-street parking regulations	M2
	The City Attorney's Office will brief on certain Dallas Development Code standards regarding applications to the Board of Adjustment and procedures of the Board of Adjustment.	M3

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**UNCONTESTED CASES**

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<b>BDA 134-068</b>	8720 Garland Road <b>REQUEST:</b> Application of Mary Brinegar, represented by Robert Reeves and Associates, for a special exception to the landscape regulations	1
<b>BDA 134-070</b>	4820 Northaven Road <b>REQUEST:</b> Application of Abdul Hafeez Khan, represented by Warren Packer, for a special exception to the fence height regulations	2
<b>BDA 134-071</b>	11217 Strait Lane <b>REQUEST:</b> Application of Abdul Hafeez Khan, represented by Warren Packer, for a special exception to the fence height regulations	3

**BDA 134-073**

1918 S. Beckley Avenue

**REQUEST:** Application of Robert Reeves to restore a nonconforming use

4

## EXECUTIVE SESSION NOTICE

The Commission/Board may hold a closed executive session regarding any item on this agenda when:

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 Commission/Board 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 §551.086]

**MISCELLANEOUS ITEM NO. 1**

To approve the Board of Adjustment Panel B June 25, 2014 public hearing minutes.

**MISCELLANEOUS ITEM NO. 3**

The City Attorney's Office will brief on certain Dallas Development Code standards regarding applications to the Board of Adjustment and procedures of the Board of Adjustment.

**MISCELLANEOUS ITEM NO. 2**

**FILE NUMBER:** BDA 134-021

**REQUEST:** To extend the time period in which to file an application for a building permit or certificate of occupancy an additional 12 months beyond the 180 days from the Board of Adjustment Panel B's favorable action on a request for a special exception to the off-street parking regulations of 15 parking spaces granted by Board of Adjustment Panel B on March 19, 2014.

**LOCATION:** 10501 N. Central Expressway

**APPLICANT:** Maxwell Fisher of Masterplan

**STANDARD FOR EXTENDING THE TIME PERIOD IN WHICH TO APPLY FOR A BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY:**

- The Dallas Development Code states:
  - The applicant shall file an application for a building permit or certificate of occupancy within 180 days for the date of the favorable action of the board, unless the applicant files for and is granted an extended time period prior to the expiration of the 180 days. The filing of a request for an extended time period does not toll the 180 day time period. If the applicant fails to file an application within the time period, the request is automatically denied without prejudice, and the applicant must begin the process to have his request heard again.
- The *Board of Adjustment Working Rules of Procedure* state the following with regard to extensions of the time period for making application for a building permit or certificate of occupancy:
  - A panel may not extend the time period for making application for a building permit or certificate of occupancy beyond 180 days from the date of its favorable action unless it makes a *specific finding* based on evidence presented at a public hearing that there are no substantially changed conditions or circumstances regarding the property to the satisfaction of the panel. In no event, however, may the board extend the time period beyond 18 months from the date of its favorable action.

**Timeline:**

March 19, 2014: The Board of Adjustment Panel B granted a request for a special exception to the off-street parking regulations of 15 spaces and imposed the following condition to this request: The special exception of 15 off-street parking spaces automatically and immediately terminates if and when the mix of office, medical clinic

or ambulatory surgical center, and financial institution with drive-in window uses that would normally need no more than 185 required off-street parking spaces is changed or discontinued (see Attach A).

June 16, 2014: The applicant sent a letter to the Board Administrator requesting an extension of the time period in which to make application for a building permit or certificate of occupancy (see Attachment B).

July 17, 2014: The Board Administrator emailed the applicant acknowledging his request for the Board to extend the time period in which to file an application for a building permit or certificate of occupancy an additional 12 months beyond the 180 days that the applicant had to do so from the March 19, 2014 favorable action (see Attachment C). The Board Administrator emailed the applicant's representative the following information:

- an attachment that provided the public hearing date of the request; and 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;
- an attachment of materials related to BDA 134-021; and
- The Board of Adjustment Working Rules of Procedure pertaining to "documentary evidence."

August 8, 2014: The applicant additional information to the Board Administrator regarding this request (see Attachment D).



M2  
Attach A  
pg 1  
B

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 134-021

Data Relative to Subject Property:

Date: 16 January 2014

Location address: 10501 N. Central Expressway Zoning District: GO(A)

Lot No.: 1A Block No.: 15/7289 Acreage: 1.62 Census Tract: 0131.075

Street Frontage (in Feet): 1) 340 2) 150 3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_

To the Honorable Board of Adjustment :

NETS

Owner of Property (per Warranty Deed): Chartown NC General PS

Applicant: Maxwell Fisher ~~of Dallas Cochran Masterplanz~~ Telephone: 214.761.9197

Mailing Address: 900 Jackson Street, Suite 640 Dallas, TX Zip Code: 75202

E-mail Address: maxwell@masterplanconsultants.com

Represented by: -- Telephone: --

Mailing Address: -- Zip Code: --

E-mail Address: --

Affirm that an appeal has been made for a Variance   , or Special Exception X, of Section 51A-4.301 Off-street Parking Regulations: decrease the off-street parking requirement from 185 to 170 spaces, or by 9 percent.

to accommodate additional Medical offices along with existing retail bank w/ drive through and general office

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:  
Refer to the enclosed memorandum.

Actual parking generation warrants reduction.

~~BOARD OF ADJUSTMENT DECISION FILED  
IN THE OFFICE OF THE CLERK OF THE BOARD OF ADJUSTMENT~~

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. 05

Affidavit

Before me the undersigned on this day personally appeared Maxwell Fisher  
~~ADMINISTRATOR~~ (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: Maxwell Fisher  
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 16 day of JANUARY, 2014



[Signature]  
Notary Public in and for Dallas County, Texas

(Rev. 08-01-11)

M2  
Attach A  
Pg 2

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

**WEDNESDAY, MARCH 19, 2014**

**FILE NUMBER:** BDA 134-021

**BUILDING OFFICIAL'S REPORT:** Application of Maxwell Fisher for a special exception to the off-street parking regulations at 10501 N. Central Expressway. This property is more fully described as Lot 1A, Block 15/7289 and is zoned GO(A), which requires off-street parking to be provided. The applicant proposes to construct/maintain a structure for medical clinic or ambulatory surgical center use, office use, and financial institution with drive-in window use and provide 170 of the required 185 off-street parking spaces, which will require a 15 space special exception to the off-street parking regulations.

**LOCATION:** 10501 N. Central Expressway

**APPLICANT:** Maxwell Fisher

**REQUEST:**

A special exception to the off-street parking regulations of 15 spaces is requested to lease and maintain an existing approximately 48,400 square foot structure with a mix of office, medical clinic or ambulatory surgical center, and financial institution with drive-in window uses and providing 170 (or 92 percent) of the 185 off-street parking spaces required by code.

**STANDARD FOR A SPECIAL EXCEPTION TO THE OFF-STREET PARKING REGULATIONS:**

- 1) The Board of Adjustment may grant a special exception to authorize a reduction in the number of off-street parking spaces required under this article if the board finds, after a public hearing, that the parking demand generated by the use does not warrant the number of off-street parking spaces required, and the special exception would not create a traffic hazard or increase traffic congestion on adjacent and nearby streets. The maximum reduction authorized by this section is 25 percent or one space, whichever is greater, minus the number of parking spaces currently not provided due to delta credits, as defined in Section 51A-4.704(b)(A).
- 2) In determining whether to grant a special exception, the board shall consider the following factors:
  - (A) The extent to which the parking spaces provided will be remote, shared, or packed parking.
  - (B) The parking demand and trip generation characteristics of all uses for which the special exception is requested.
  - (C) Whether or not the subject property or any property in the general area is part of a modified delta overlay district.
  - (D) The current and probable future capacities of adjacent and nearby streets based on the city's thoroughfare plan.

372  
Attach A  
pg 3

MEMORANDUM OF  
ACTION TAKEN BY THE  
BOARD OF ADJUSTMENT

Date of Hearing March 19, 2014

Appeal was--Granted OR Denied

Remarks Granted -

The special exception of 15 off-street parking spaces automatically and immediately terminates if and when the mix of office medical/ambulatory surgical center and financial institution with drive-in window uses that would normally need no more than 185 required off-street is changed or discontinued.

Building Official's Report

Doreen Reynolds  
Chairman

I hereby certify that Maxwell Fisher

did submit a request for a special exception to the parking regulations  
at 10501 N. Central Expressway

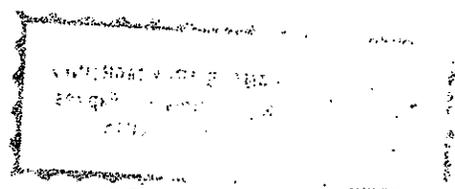
BDA134-021. Application of Maxwell Fisher for a special exception to the parking regulations at 10501 N. Central Expressway. This property is more fully described as Lot 1A, Block 15/7289 and is zoned GO(A), which requires parking to be provided. The applicant proposes to construct and maintain a nonresidential structure for medical clinic or ambulatory surgical center use, office use, and financial institution with drive-in window use and provide 170 of the required 185 parking spaces, which will require a 15 space special exception (8% reduction) to the parking regulation.

**BOARD OF ADJUSTMENT DECISION FILED  
IN THE OFFICE OF THE BOARD OF ADJUSTMENT  
THIS THE 19 DAY OF  
March, 20 14.**

[Signature]  
ADMINISTRATOR

Sincerely,

[Signature]  
Larry Holmes, Building Official





City of Dallas

M2  
Attach A  
pg 4

March 20, 2014

Maxwell Fisher  
Masterplan  
900 Jackson Street, Suite 640  
Dallas, TX 75202

Re: BDA 134-021 Property at 10501 N. Central Expressway

Dear Mr. Fisher:

The Board of Adjustment Panel B, at its public hearing held on Wednesday, February 19, 2014 granted your request for a special exception to the off-street parking regulations of 15 spaces, subject to the following condition:

- The special exception of 15 off-street parking spaces automatically and immediately terminates if and when the mix of office, medical clinic or ambulatory surgical center, and financial institution with drive-in window uses that would normally need no more than 185 required off-street parking spaces is changed or discontinued.

Contact Building Inspection at 320 E. Jefferson, Room 118 to file an application for a building permit or certificate of occupancy within 180 days from the date of the favorable action of the board.

Should you have any further questions regarding the Board's action, please contact me at (214) 670-4666.

A handwritten signature in black ink that reads "Steve Long".

Steve Long, Board Administrator  
Board of Adjustment  
Sustainable Development and Construction

c: James Martin, Code Enforcement, 3112 Canton, RM 100  
Todd Duerksen, Bldg. Inspection, 320 E. Jefferson #105



m2  
Attach A  
pg 5

April 25, 2014

Maxwell Fisher  
Masterplan  
900 Jackson Street, Suite 640  
Dallas, TX 75202

Re: BDA 134-021 Property at 10501 N. Central Expressway

Dear Mr. Fisher:

Please accept this letter that corrects the erroneously noted "action date" conveyed in the letter that I sent you on March 20, 2014.

The Board of Adjustment Panel B, at its public hearing held on Wednesday, **March 19, 2014** granted your request for a special exception to the off-street parking regulations of 15 spaces, subject to the following condition:

- The special exception of 15 off-street parking spaces automatically and immediately terminates if and when the mix of office, medical clinic or ambulatory surgical center, and financial institution with drive-in window uses that would normally need no more than 185 required off-street parking spaces is changed or discontinued.

Contact Building Inspection at 320 E. Jefferson, Room 118 to file an application for a building permit or certificate of occupancy within 180 days from the date of the favorable action of the board.

Should you have any further questions regarding the Board's action, please contact me at (214) 670-4666.

  
Steve Long, Board Administrator  
Board of Adjustment  
Sustainable Development and Construction

c: James Martin, Code Enforcement, 3112 Canton, RM 100  
Todd Duerksen, Bldg. Inspection, 320 E. Jefferson #105



**Masterplan**

Land Use Consultants

M2  
Attach B

16 June 2014

Steve Long, Board Administrator  
1500 Marilla, 5BN  
City of Dallas

Dear Steve Long,

This letter pertains to the Chase office building located at 10501 N. Central Expressway. On March 19, 2014, the Board of Adjustment (BDA), Panel C approved a special exception to the minimum number of required off-street parking spaces. Ownership has conveyed additional time is needed to secure permits and certificate of occupancies for medical users. As such, we request a one-year extension of provision of Section 51A-4.703(d)(C)(6), requiring issuance of a permit or certificate of occupancy within 180 days of a favorable action from the BDA.

We look forward to working with the city on the request to extend the time period. Should you have any questions, or need additional information, don't hesitate to email at [maxwell@masterplanconsultants.com](mailto:maxwell@masterplanconsultants.com) or contact us at 214.761.9197

Regards,

Maxwell J. Fisher, AICP

**Long, Steve**

M2  
Attach C  
PS1

**From:** Long, Steve  
**Sent:** Thursday, July 17, 2014 7:37 AM  
**To:** 'Maxwell Fisher'  
**Cc:** Duerksen, Todd; Way, Jamilah  
**Subject:** FW: BDA 134-021, Property at 10501 N. Central Expressway  
**Attachments:** Time ext letter.pdf; Info related to BDA 134-021.pdf; Panel B hearing date and deadlines.doc; time extension.PDF; documentary evidence.pdf

Dear Maxwell,

Please consider this email as official notice that your miscellaneous item request for a time extension in which to file for a building permit or certificate of occupancy beyond the 180 days you have to do so from the March 19, 2014 favorable action by Board of Adjustment Panel **B** in conjunction with the board of adjustment application referenced above has been scheduled for the Wednesday, August 20th Panel **B** public hearing to be held in Dallas City Hall at 1:00 p.m. (room location still to be determined).

Here is additional information regarding your miscellaneous item time extension request:

1. Your letter of request- which will be included in a docket that is emailed to you and the board members about a week ahead of your August 20<sup>th</sup> public hearing.
2. Related documents to BDA 134-021.
3. The provision from the Board's Working Rules of Procedure allowing the board to extend the time period in which to make application for a building permit or certificate of occupancy (Section 9.(j)).
4. A document that provides your public hearing date and other deadlines for submittal of additional information to staff/the board.
5. The board's rule pertaining to documentary evidence.

Please write or call me at 214/670-4666 if you have any questions/concerns, or if I can be of any additional assistance to you on your request.

Thank you,

Steve

PS: If there is any additional information you want to submit on this request, please feel free to email it to [steve.long@dallascityhall.com](mailto:steve.long@dallascityhall.com) or forward it to me at the following address:

Steve Long, Board of Adjustment Administrator  
City of Dallas Sustainable Development and Construction  
1500 Marilla Street, Room 5BN  
Dallas, Texas 75201

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**From:** Maxwell Fisher [<mailto:maxwell@masterplanconsultants.com>]  
**Sent:** Monday, July 07, 2014 9:23 AM  
**To:** Long, Steve  
**Cc:** Duerksen, Todd; Law, Trena  
**Subject:** RE: BDA 134-021, Property at 10501 N. Central Expressway

Hi Steve,

M2  
Attach C p52

I am following up on the email below. Will our request for extension be on an August BDA agenda? I want to be sure it doesn't fall through the cracks given the amount of time between submission and meeting.

Thank you,

Maxwell

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**From:** Maxwell Fisher [<mailto:maxwell@masterplanconsultants.com>]  
**Sent:** Monday, June 16, 2014 4:14 PM  
**To:** 'Long, Steve'  
**Cc:** 'Duerksen, Todd'  
**Subject:** RE: BDA 134-021, Property at 10501 N. Central Expressway

Steve,

Our letter requesting extension is attached. Would this go to the BDA meeting in August? If this can go on the same panel as the special exception for parking for the new office tower at Preston Center, that would be appreciated.

Todd – We plan on submitting BDA application for Preston Center by this month's deadline. How many applications do you have in as of today?

Thank you,

Maxwell

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**From:** Long, Steve [<mailto:steve.long@dallascityhall.com>]  
**Sent:** Monday, June 16, 2014 8:11 AM  
**To:** Maxwell Fisher  
**Cc:** Duerksen, Todd  
**Subject:** FW: BDA 134-021, Property at 10501 N. Central Expressway

Dear Maxwell,

One more attachment FYI: The provision from the code that speaks to board of adjustment action: 51A4.703(d)(6).

Once again, please write or call me at 214/670-4666 if I can assist you in any other way on this matter.

Thank you,

Steve

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**From:** Long, Steve  
**Sent:** Monday, June 16, 2014 8:03 AM  
**To:** 'Maxwell Fisher'  
**Cc:** Duerksen, Todd  
**Subject:** RE: BDA 134-021, Property at 10501 N. Central Expressway

Dear Maxwell,

An applicant can request a miscellaneous item for a time extension in which to file for a building permit or certificate of occupancy beyond the 180 days they have to do so from when a request is granted by the board.

Attached is the provision from the Board's Working Rules of Procedure allowing the board to extend the time period in which to make application for a building permit or certificate of occupancy (Section 9.(j)).

Please write or call me at 214/670-4666 if you have any questions/concerns, or if I can be of any additional assistance to you if you decide to make such a request.

Thanks,

Steve

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**From:** Maxwell Fisher [mailto:maxwell@masterplanconsultants.com]  
**Sent:** Saturday, June 14, 2014 5:49 PM  
**To:** Duerksen, Todd; Long, Steve  
**Cc:** Law, Trena  
**Subject:** BDA 134-021, Property at 10501 N. Central Expressway

Gentle en,

This BDA case was approved on March 19<sup>th</sup>. If recalled, this was a special exception for a parking reduction to accommodate conversion of general office to medical office space. The owner is needing a little more time to finalize occupancy of medical tenants and would like to request a 6-month extension of BDA's approval.

How do we go about requesting this action and what do you need from us?

Maxwell

Maxwell J. Fisher, AICP  
Consultant



**Masterplan**

Masterplan | Land Use Consultants  
Founders Square  
900 Jackson Street, Suite 640 | Dallas, TX 75202  
p: 214.761.9197 | c: 214.470. 972 | f: 214.748.7114

\*\*\*\*\*

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Version: 2013.0.3485 / Virus Database: 3955/7847 - Release Date: 07/13/14

M2  
Attach C  
pg 4



mz  
Attach D

# Masterplan

Land Use Consultants

08 August 2014

Steve Long, Board Administrator  
1500 Marilla, 5BN  
City of Dallas

Dear Steve Long,

This is a follow-up letter to our June 16<sup>th</sup> letter pertaining to the request for time extension for a special exception for off-street parking for the Chase office building located at 10501 N. Central Expressway. Since the Board of Adjustment's (Panel C) approval on March 19, 2014, there have been no substantially changed conditions or circumstances within the property.

We look forward to working with the city on the request to extend the time period. Should you have any questions, or need additional information, don't hesitate to email at [maxwell@masterplanconsultants.com](mailto:maxwell@masterplanconsultants.com) or contact us at 214.761.9197

Regards,

Maxwell J. Fisher, AICP

**FILE NUMBER:** BDA 134-068

**BUILDING OFFICIAL'S REPORT:** Application of Mary Brinegar, represented by Robert Reeves and Associates, for a special exception to the landscape regulations at 8720 Garland Road. This property is more fully described as Lot 1B, Block 6/5284, and is zoned PD-287 (Tract 6a & 6B) and CR, which requires mandatory landscaping. The applicant proposes to construct and maintain a structure and provide an alternate landscape plan, which will require a special exception to the landscape regulations.

**LOCATION:** 8720 Garland Road

**APPLICANT:** Mary Brinegar  
Represented by Robert Reeves and Associates

**REQUEST:**

A special exception to the landscape regulations is requested to complete and maintain a parking garage structure on the site, and not fully meet the landscape regulations.

**STANDARD FOR A SPECIAL EXCEPTION TO THE LANDSCAPE REGULATIONS:**

The board may grant a special exception to the landscape regulations of this article upon making a special finding from the evidence presented that:

- (1) strict compliance with the requirements of this article will unreasonably burden the use of the property;
- (2) the special exception will not adversely affect neighboring property; and
- (3) the requirements are not imposed by a site-specific landscape plan approved by the city plan commission or city council.

In determining whether to grant a special exception, the Board shall consider the following factors:

- the extent to which there is residential adjacency;
- the topography of the site;
- the extent to which landscaping exists for which no credit is given under this article;  
and
- the extent to which other existing or proposed amenities will compensate for the reduction of landscaping.

**STAFF RECOMMENDATION:**

Approval, subject to the following condition:

- Compliance with the submitted alternate landscape plan is required.

Rationale:

- The City’s Chief Arborist recommends approval of the applicant’s request in that: 1) strict compliance with the landscape regulations will unreasonably burden the use of the property given the fact a 20-foot wide sanitary sewer easement on the southwest side of the subject site does not allow the applicant to provide large trees required by Article X: The Landscape Regulations; and 2) the reduction of large trees, and the application of small ornamental trees within the 20’ wide buffer landscape space, will not adversely affect neighboring property.

**BACKGROUND INFORMATION:**

**Zoning:**

- Site: PD 287 (Planned Development)
- North: PD 287 (Planned Development)
- South: R-7.5(A) (Single family residential 7,500 square feet)
- East: CR (Community Retail)
- West: CR (Community Retail)

**Land Use:**

The site is currently being developed with a parking garage structure. The area to the north is developed as park (Dallas Arboretum); the areas to the east and west are developed with retail/commercial uses; the area to the south is developed with single family uses.

**Zoning/BDA History:**

There has not been any recent related board or zoning cases recorded either on or in the immediate vicinity of the subject site.

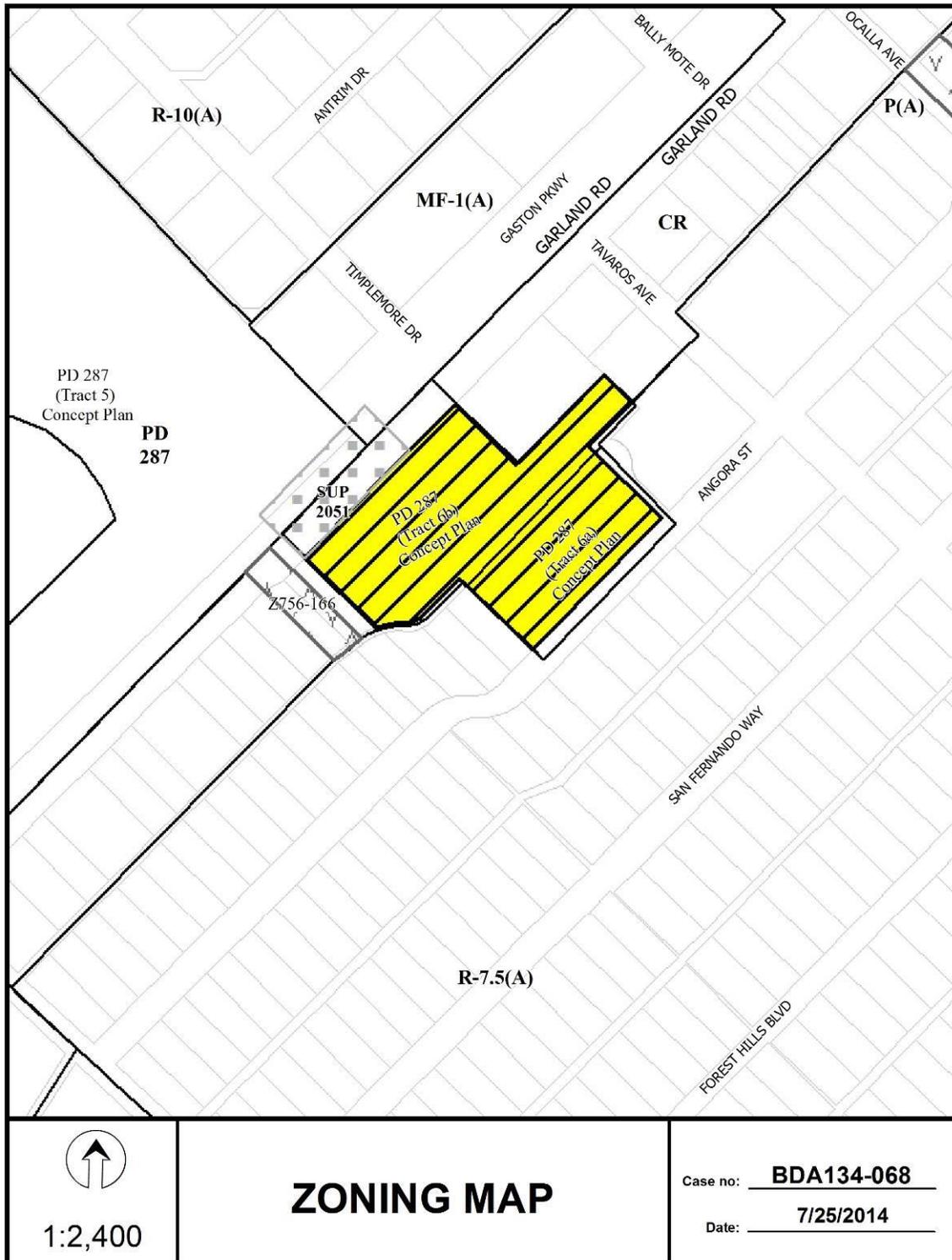
## **GENERAL FACTS/STAFF ANALYSIS:**

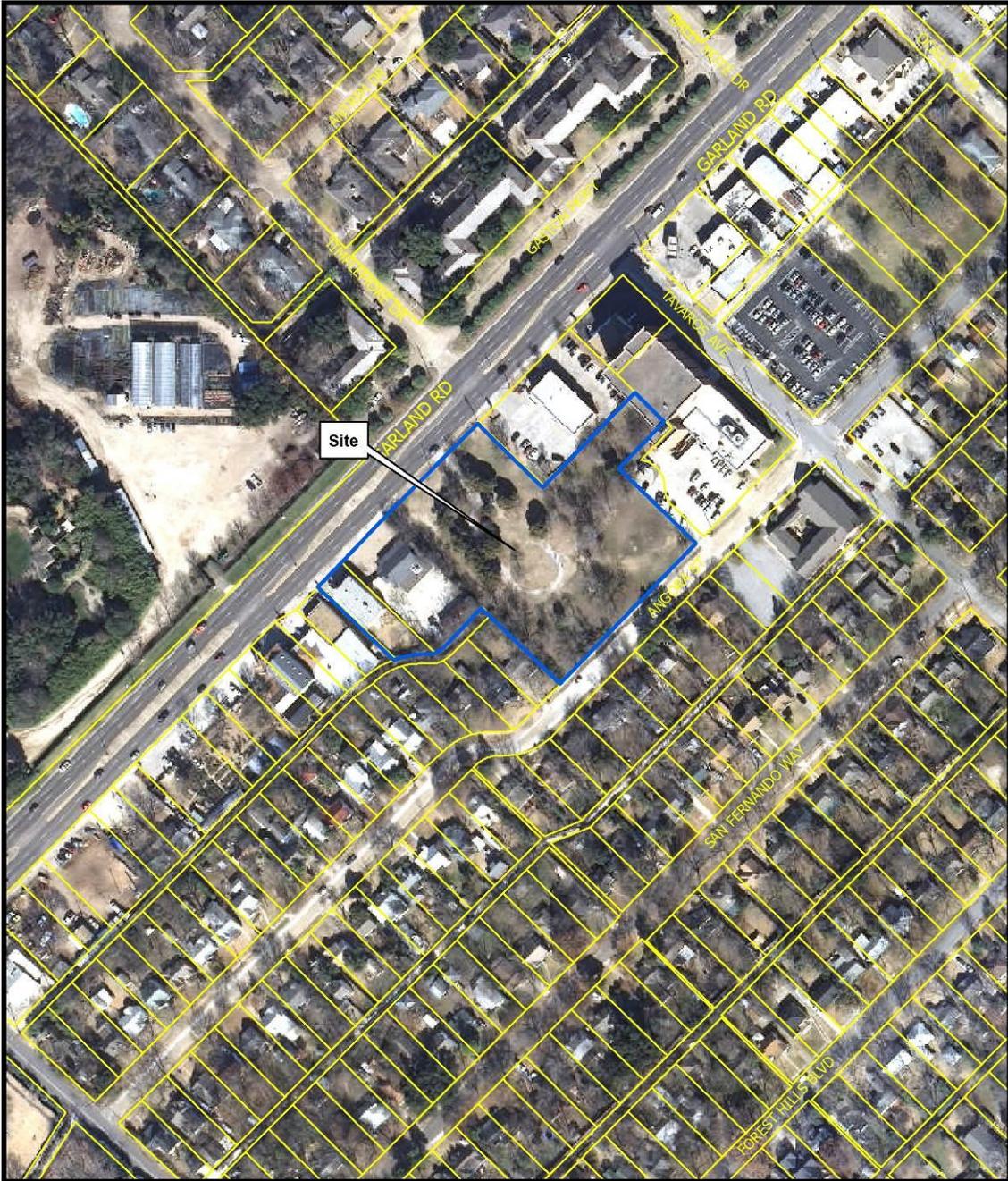
- This request focuses on completing and maintaining a parking garage structure on the site, and not fully meeting the landscape regulations. More specifically, according to the City of Dallas Chief Arborist, the site does not comply with the landscape regulations requiring a mandatory perimeter landscape buffer and mandatory buffer plant materials for the southwest perimeter of the property where there is residential adjacency.
- The Dallas Development Code requires full compliance with the landscape regulations when nonpermeable coverage on a lot or tract is increased by more than 2,000 square feet, or when work on an application is made for a building permit for construction work that increases the number of stories in a building on the lot, or increases by more than 35 percent or 10,000 square feet, whichever is less, the combined floor areas of all buildings on the lot within a 24-month period.
- The City of Dallas Chief Arborist submitted a memo regarding the applicant's request (see Attachment A). The memo states how this request is triggered by new construction of a parking garage.
- The Chief Arborist's memo lists the following factors for consideration:
  1. A 20-foot wide sanitary sewer easement stretches the distance of the southwest portion of the garage for a full width between the structure and the property line. Dallas city engineers will not approve of large trees to be planted within the new designated easement.
  2. Dallas landscape regulations require a mandatory perimeter landscape buffer of a minimum of 10 in width and buffer plant materials to be planted within this space. At least one large tree per 50 linear feet of buffer is required with each buffer plant grouping.
  3. The remainder of the site complies with Article X.
- The City of Dallas Chief Arborist recommends approval of this request because the reduction of large trees, and the application of small ornamental trees within the 20' wide buffer landscape space, will not adversely affect neighboring property.
- The applicant has the burden of proof in establishing the following:
  - Strict compliance with the requirements of the landscape regulations of the Dallas Development Code will unreasonably burden the use of the property; and the special exception will not adversely affect neighboring property.
- If the Board were to grant this request and impose the submitted landscape plan as a condition to the request, the site would be provided exception from full compliance with the mandatory landscape buffer strip and buffer plant material requirements of Article X.

### **Timeline:**

May 29, 2014: 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 15, 2014: The Interim Assistant Director of Sustainable Development and Construction acting on behalf of the Board of Adjustment Secretary randomly assigned this case to Board of Adjustment Panel B.
- July 15, 2014: The Board Administrator emailed the applicant the following information:
- an attachment that provided the public hearing date and panel that will consider the application; the July 30<sup>th</sup> deadline to submit additional evidence for staff to factor into their analysis; and the August 8<sup>th</sup> 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.
- August 5, 2014: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for August public hearings. Review team members in attendance included: the Sustainable Development and Construction Chief Planner, the Assistant Building Official, the Board Administrator, Building Inspection Senior Plans Examiners/Development Code Specialists, the Sustainable Development and Construction Department Senior Engineer, the City of Dallas Chief Arborist, the Sustainable Development and Construction Department Current Planner, and the Assistant City Attorney to the Board.
- August 8, 2014: The City of Dallas Chief Arborist submitted a memo regarding the request (see Attachment A).





1:2,400

# AERIAL MAP

Case no: BDA134-068

Date: 7/25/2014

BDA 134-068  
Attach A

# Memorandum



CITY OF DALLAS

DATE August 8, 2014  
TO Steve Long, Board of Adjustment Administrator  
SUBJECT # BDA 134 · 068 8720 Garland Road

The applicant is requesting a special exception to the landscape requirements of Article X.

### Trigger

New construction of parking garage.

### Deficiencies

The landscape plan for the non-residential structure does not provide for the mandatory perimeter landscape buffer strip requirements (51A-10.125(b)(1)), and does not provide the mandatory buffer plant materials (51A-10.125(b)(7)), for the southwest perimeter of the property with residential adjacency.

### Factors

A 20-foot wide sanitary sewer easement stretches the distance of the southwest portion of the garage for the full width between the structure and the property line. Dallas city engineers will not approve of large trees to be planted within the new designated easement.

Dallas landscape regulations require a mandatory perimeter landscape buffer of a minimum of 10' in width and buffer plant materials to be planted within this space. At least one large tree per 50 linear feet of buffer is required with each buffer plant grouping.

The remainder of the site complies with Article X requirements.

### Recommendation

The chief arborist recommends approval of the proposed landscape plan because the reduction of large trees, and the application of small ornamental trees within the 20'-wide buffer landscape space, will not adversely affect neighboring property.

Philip Erwin, ISA certified arborist #TX-1284(A)  
Chief Arborist



City of Dallas

APPLICATION/APPEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 134-068

Data Relative to Subject Property:

Date: 5/29/14

Location address: 8720 Garland Rd. Zoning District: PD No.287, Tracts 6a & 6b, CR

Lot No.: 1B Block No.: 6/5284 Acreage: 3.376 Census Tract: 81.00

Street Frontage (in Feet): 1) 450 Garland 2) 300' Angora 3) 4)

To the Honorable Board of Adjustment:

907

Owner of Property (per Warranty Deed): City of Dallas

Applicant: Mary Brinegar Telephone: 214-515-6615

Mailing Address: 8617 Garland Rd. Zip Code: 75218

E-mail Address: mary.brinegar@dallasarboretum.org

Represented by: Robert Reeves & Associates, Inc Telephone: (214) 749-0530

Mailing Address: 900 Jackson St., Suite 160, Dallas, Texas Zip Code: 75202

E-mail Address: rob.reeves@sbcglobal.net

Affirm that a request has been made for a Variance, or Special Exception X, of an alternate landscape plan for PD 287, Tracts 6a & 6b

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

PD 287 landscape requirements for Tracts 6a & 6b default to Article X. A landscape buffer is required along a portion of Tracts 6a & 6b, which requires large trees. There is a 20 ft. sanitary easement which prohibits large trees from being planted. An alternate landscape plan is proposed that is acceptable to the City of Dallas.

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 Mary Brinegar

(Affiant/Applicant's signature)

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: Mary Brinegar

(Affiant/Applicant's signature)

Subscribed and sworn to before me this 16th day of May, 2014.

Linda S. Herrington

Notary Public in and for Dallas County, Texas

(Rev: 08-01-11)



MEMORANDUM OF  
ACTION TAKEN BY THE  
BOARD OF ADJUSTMENT

Date of Hearing \_\_\_\_\_

Appeal was---Granted OR Denied

Remarks \_\_\_\_\_

Chairman

**Building Official's Report**

I hereby certify that Mary Brinegar  
represented by Robert Reeves  
did submit a request for a special exception to the landscaping regulations,  
at 8720 Garland Road

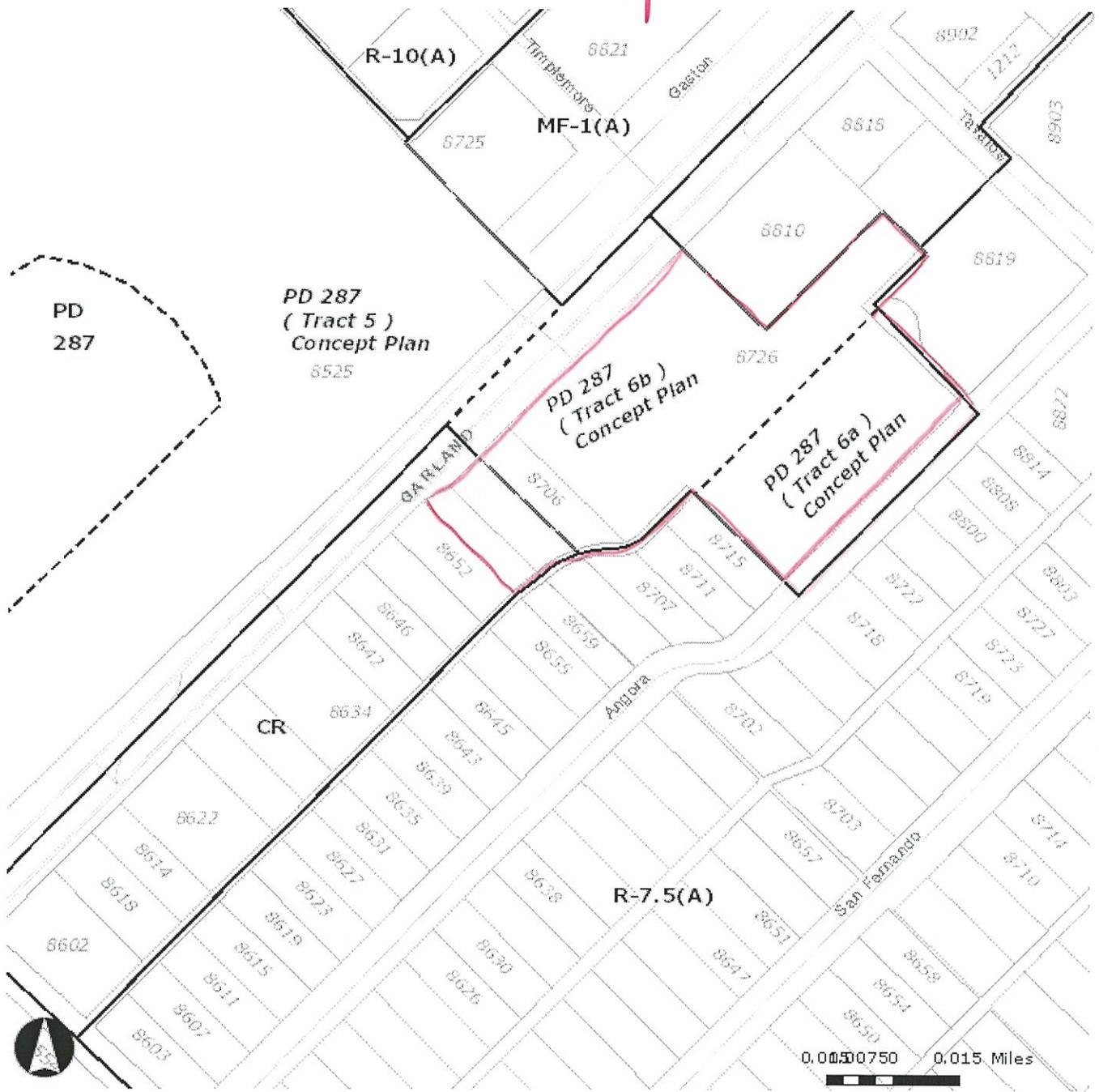
BDA134-068. Application of Mary Brinegar represented by Robert Reeves for a special exception to the landscaping regulations at 8720 Garland Road. This property is more fully described as Lot 1B, Block 6/5284, and is zoned PD-287 (Tract 6a & 6B) and CR, which requires mandatory landscaping. The applicant proposes to construct a nonresidential structure and provide an alternate landscape plan, which will require a special exception to the landscape regulations.

Sincerely,

  
Larry Holmes, Building Official



90





ROBERT REEVES  
& Associates, Inc.

PLANNING AND ZONING CONSULTANTS

May 30, 2014

Todd Duerksen  
Building Inspection  
Department of Sustainable Development and Construction  
320 East Jefferson, Room 105  
Dallas, Texas 75203

RE: Special Exception Request for Alternate Landscape Plan  
Dallas Arboretum and Botanical Gardens, PD 287, Tracts 6a & 6b

Dear Mr. Duerksen:

On behalf of my client, the Dallas Arboretum and Botanical Gardens, we are submitting a request for a special exception for an alternate landscape plan to the Board of Adjustment. The Arboretum falls within PD 287, which states that landscaping for Tracts 6a & 6b must comply with Article X of the zoning ordinance. Currently, there is a new parking structure under construction on Tracts 6a & 6b.

Article X requires that a minimum 10-foot wide landscape buffer area must be provided where residential adjacency exist. That is the case along the southwest side of the garage located in Tract 6a. Article X also provides for several plant material options for landscaping the required buffer area. All of these options require at least one large canopy tree to be planted in the buffer. In addition, the 10-foot landscape buffer area falls within a 20-foot wide sanitary sewer easement, which is located along the southwest side of the garage.

The Water Department prohibits large trees from being planted in the 20-foot easement. Therefore, we are applying for a special exception to Article X and asking the board to approved an alternate landscape plan that is acceptable to the Water Department. We are proposing Crape Myrtle trees combined with Needlepoint Holly in the landscape buffer, which is acceptable to the Water Department.

Mr. Duerksen, please let me know if you need additional information.

Sincerely:



Robert Reeves



Good Fulton & Farrell Architects  
 274.333.3377  
 www.gfa.com  
 2008 FARRIS & FARRELL 2013  
 Dallas, Texas 75201  
 Suite 300  
 2008 FARRIS & FARRELL



Shirley D. Dabbs  
 ARCHITECT  
 STATE OF TEXAS  
 LICENSE NO. 111214-02

**DALLAS ARBORETUM**  
**PARKING GARAGE AT B-1**  
 DALLAS, TEXAS  
**VOLUME ONE**  
 CONSTRUCTION DOCUMENTS

NO.	DATE	DESCRIPTION
1	08/14/13	ISSUED FOR PERMITTING
2	08/21/13	ISSUED FOR PERMITTING
3	09/02/13	ISSUED FOR PERMITTING
4	09/02/13	ISSUED FOR PERMITTING
5	09/02/13	ISSUED FOR PERMITTING
6	09/02/13	ISSUED FOR PERMITTING
7	09/02/13	ISSUED FOR PERMITTING
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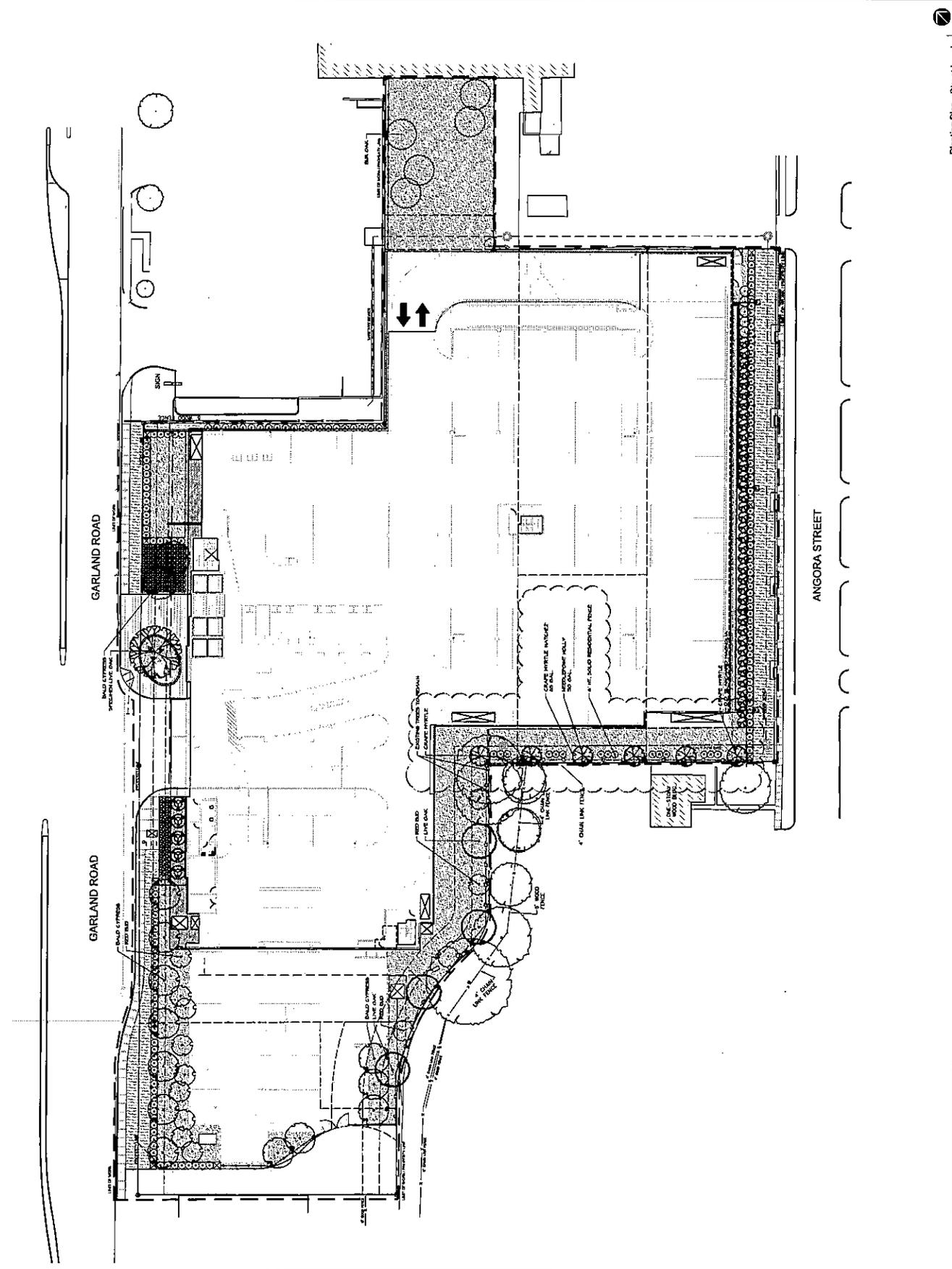


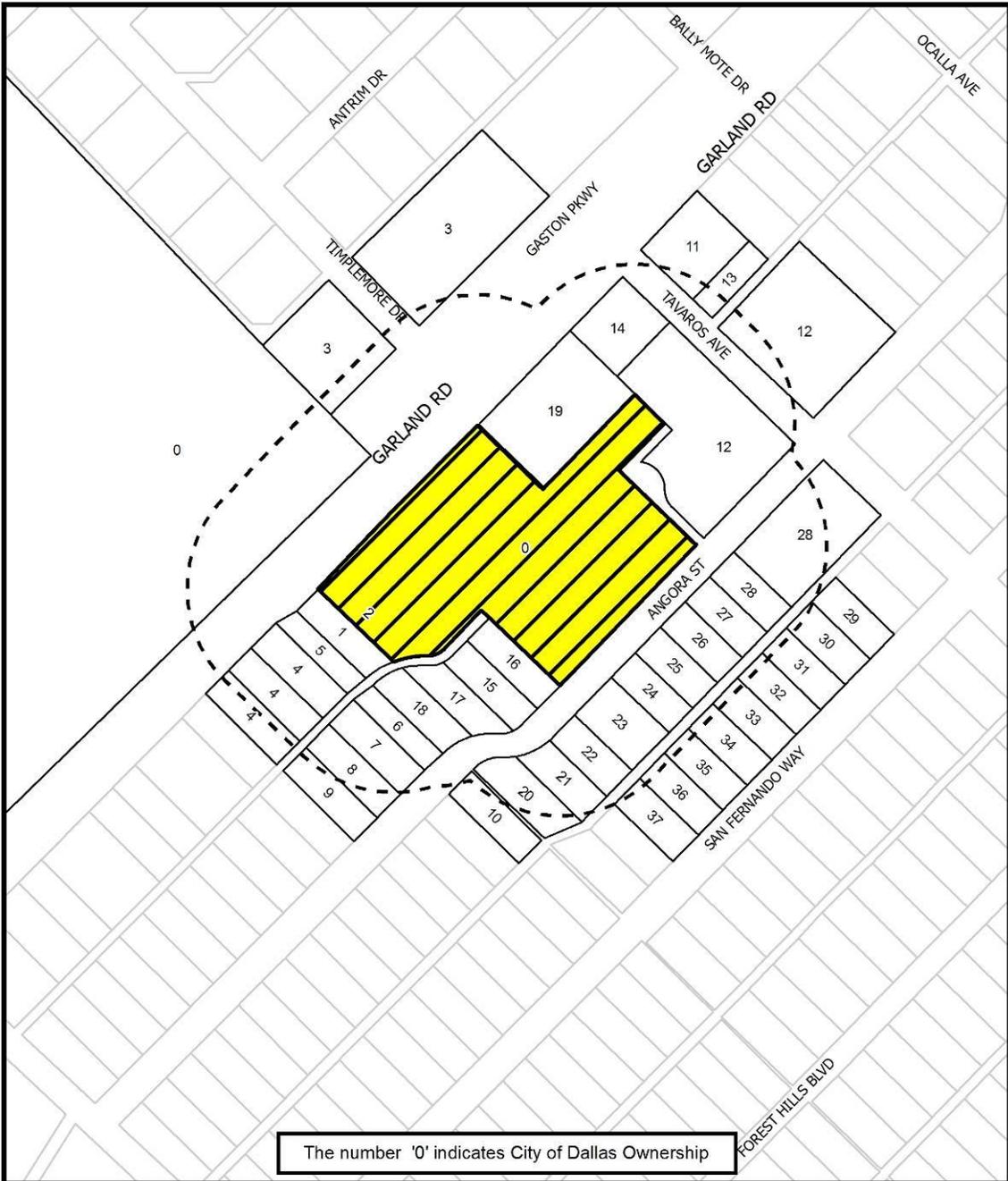
**PLANTING PLAN**  
**STREET LEVEL**

Project No. 130584  
 Date: 08/14/13  
 Scale: 1" = 20'

Planning Plan - Street Level  
 Scale: 1" = 20'

Sheet 1 of 2





The number '0' indicates City of Dallas Ownership

 1:2,400	<h2 style="text-align: center;">NOTIFICATION</h2> <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><b>200'</b></td> <td>AREA OF NOTIFICATION</td> </tr> <tr> <td style="text-align: center;"><b>37</b></td> <td>NUMBER OF PROPERTY OWNERS NOTIFIED</td> </tr> </table>	<b>200'</b>	AREA OF NOTIFICATION	<b>37</b>	NUMBER OF PROPERTY OWNERS NOTIFIED	Case no: <b>BDA134-068</b> Date: <b>7/25/2014</b>
<b>200'</b>	AREA OF NOTIFICATION					
<b>37</b>	NUMBER OF PROPERTY OWNERS NOTIFIED					

# *Notification List of Property Owners*

**BDA134-068**

**37 Property Owners Notified**

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	8702 GARLAND RD	TAMALE PTNRS LTD
2	8706 GARLAND RD	DALLAS ARBORETUM &
3	8821 GASTON PKWY	8861 GASTON PARKWAY LLC
4	8646 GARLAND RD	WALTONS LAWN & GARDEN INC
5	8658 GARLAND RD	TAMALE PARTNERS LTD
6	8659 ANGORA ST	RICKERSON CHARLIE &
7	8655 ANGORA ST	BURROUGH PAUL & ERIN
8	8651 ANGORA ST	YOUNG LORRAINE E L &
9	8645 ANGORA ST	CRADDUCK CAROL ANNE
10	8658 ANGORA ST	JAMISON NANCY
11	8902 GARLAND RD	SEJ ASSET MGMT & INVESTMENT COMPANY
12	8903 ANGORA ST	SOUTHWESTERN BELL
13	1212 TAVAROS AVE	BARRY ANNA ROSE
14	8818 GARLAND RD	AT&T CREDIT UNION
15	8711 ANGORA ST	SCHECK JENNIFER R &
16	8715 ANGORA ST	MONGELLO JUDY L
17	8707 ANGORA ST	STREETMAN RANDY
18	8703 ANGORA ST	JUDY SHARON L
19	8810 GARLAND RD	KWIK KAR BY THE LAKE LLC
20	8702 ANGORA ST	LUFF PETER A & CHRISTIE M LETTS
21	8706 ANGORA ST	BANGLE JULIE C
22	8710 ANGORA ST	STEWART WILLIAM J
23	8718 ANGORA ST	DILDY JAMIE
24	8722 ANGORA ST	HUEY TODD BRANDON
25	8726 ANGORA ST	AXLEY CHERYL D
26	8800 ANGORA ST	BARNETT MELISSA M

07/24/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	8808 ANGORA ST	DUKE CHARLES W
28	8814 ANGORA ST	EL DIVINO SALVADOR
29	8815 SAN FERNANDO WAY	DRENNAN SHERRY L
30	8811 SAN FERNANDO WAY	CONDIT PAULINE S
31	8807 SAN FERNANDO WAY	CUTRELL JAMES B &
32	8803 SAN FERNANDO WAY	HUSTI JILL E
33	8727 SAN FERNANDO WAY	MCCLAIN HENRY D & CHARLENE
34	8723 SAN FERNANDO WAY	BENNER TIMOTHY J &
35	8719 SAN FERNANDO WAY	CRAIG MEGAN
36	8715 SAN FERNANDO WAY	AMIEL PAUL H
37	8711 SAN FERNANDO WAY	MOORE KELLY

**FILE NUMBER:** BDA 134-070

**BUILDING OFFICIAL'S REPORT:** Application of Abdul Hafeez Khan, represented by Warren Packer, for a special exception to the fence height regulations at 4820 Northaven Road. This property is more fully described as Lot 7, Block 1/6391, and is zoned R-1/2ac(A)(NSO 1), which limits the height of a fence in the front yard to 4 feet. The applicant proposes to construct a 13 foot 1 inch high fence, which will require a 9 foot 1 inch special exception to the fence height regulations.

**LOCATION:** 4820 Northaven Road

**APPLICANT:** Abdul Hafeez Khan  
Represented by Warren Packer

**REQUEST:**

A request for a special exception to the fence height regulations of 9' 1" is made to construct and maintain a 7' high fence (4' high open metal fence atop a 3' high solid base) with approximately 8' high columns and an entryway feature that includes a 12' high vehicular and pedestrian gates with 13' 1" high entry column finials in the site's 75' front yard setback on a site being developed with a single family home.

(Note that this application is adjacent to a property to the east where the same applicant and owner seeks a similar fence height special exception from Board of Adjustment Panel B on August 20th: BDA 134-071).

**STANDARD FOR A SPECIAL EXCEPTION TO FENCE HEIGHT REGULATIONS:**

Section 51A-4.602 of the Dallas Development Code states that the board may grant a special exception to the height requirement for fences 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 or any request for a special exception to the fence height regulations since the basis for this type of appeal is when in the opinion of the board, the special exception will not adversely affect neighboring property.

## **BACKGROUND INFORMATION:**

### **Zoning:**

Site: R-1/2ac (A)(NSO 1) (Single family district ½ acre, Neighborhood Stabilization Overlay)  
North: R-1/2 ac(A) (Single family district ½ acre)  
South: R-1/2ac (A)(NSO 1) (Single family district ½ acre, Neighborhood Stabilization Overlay)  
East: R-1/2ac (A)(NSO 1) (Single family district ½ acre, Neighborhood Stabilization Overlay)  
West: R-1/2ac (A)(NSO 1) (Single family district ½ acre, Neighborhood Stabilization Overlay)

### **Land Use:**

The subject site is being developed with a single family home. The areas to the north, south, and west are developed with single family uses; the area to the east (and the subject site of BDA 134-071) is undeveloped.

### **Zoning/BDA History:**

1. BDA 134-071, Property at 11217 Strait Lane (the lot immediately east of the subject site) On August 20, 2014, the Board of Adjustment Panel B will consider requests for special exceptions to the fence height regulations of 9' 1" to construct/maintain a 7' high fence (4' high open metal fence atop a 3' high solid base) with approximately 8' high columns and an entryway feature that includes 12' high vehicular and pedestrian gates with 13' 1" high entry column finials
2. BDA 001-123, Property at 4821 Northaven Road (the lot immediately north of the subject site) On December 12, 2000, the Board of Adjustment Panel A granted a request to the fence height special regulations of 4'. The board imposed the following conditions with the request: compliance with the elevation and a revised site plan that shows the location of the fence behind the shrub is required; and the retention of the approximately 8 foot high Japanese Ligustrum shrubs now existing on the property, (or its replacement with similar species) between the street curb and the proposed fence. The case report states the request was made to construct and maintain a 6' high open wrought iron fence, a 6' chain link fence, 7' high stone columns, and two 8' high wrought iron entry gates.

- |   |  |
|---|--|
| 3. BDA 85-145, Property at 4719 Northaven Road (two lots northwest of the subject site) | On May 14, 1985, the Board of Adjustment denied a request for a “front yard variance” of 2’ 6” without prejudice. The case report states the request was made to construct a masonry fence with wrought iron gates 6’ 6” in height.        |
| 4. BDA 92-001, Property at 11220 Strait Lane (two lots east of the subject site)        | On February 11, 1992, the Board of Adjustment granted a request for a fence height special exception of 4’ to maintain a 6’ fence with 8’ columns and gates, and imposed the “submitted Landscape Plan “B”” as a condition to the request. |

**GENERAL FACTS/STAFF ANALYSIS:**

- This request focuses on constructing and maintaining a 7’ high fence (4’ high open metal fence atop a 3’ high solid base) with approximately 8’ high columns and an entryway feature that includes 12’ high vehicular and pedestrian gates with 13’ 1” high entry column finials in the site’s 75’ front yard setback on a site being developed with a single family home.
- The Dallas Development Code states that in all residential districts except multifamily districts, a fence may not exceed 4’ above grade when located in the required front yard.
- The applicant has submitted a site plan and elevation of the proposal in the front yard setbacks that reaches a maximum height of 13’ 1”.
- The following additional information was gleaned from the submitted site plan:
  - The fence is approximately 450’ in length, approximately 4’ from the property line, and approximately 12’ from the pavement line; the gate is approximately 12’ from the property line, and approximately 20’ from the pavement line.
- There are two single family homes that have direct frontage to the proposal, one of which appears to have fence in its front yard – a fence that appears to be a result of a granted fence height special exception from 2000: BDA 001-123 (see the “Zoning/BDA History” section of this case report for additional details).
- The Board Administrator conducted a field visit of the site and surrounding area (approximately 300’ east and west of the subject site) and noted no other visible fences higher than 4’ in a front yard setback other than the one previously mentioned directly north of the subject site.
- As of August 11, 2014, one letter has been submitted in support of the request and no letters have been submitted in opposition.
- The applicant has the burden of proof in establishing that the special exceptions to the fence height regulations of 9’ 1” will not adversely affect neighboring property.

- Granting this special exception of up to 9' 1" with a condition imposed that the applicant complies with the submitted site plan and elevation would require the proposal exceeding 4' in height in the front yard setback to be constructed and maintained in the location and of the heights and materials as shown on these documents.

**Timeline:**

June 16, 2014: 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 15, 2014: The Interim Assistant Director of Sustainable Development and Construction acting on behalf of the Board of Adjustment Secretary assigned this case to Board of Adjustment Panel B. This assignment was made in order to comply with Section 9 (k) of the Board of Adjustment Working Rule of Procedure that states, "If a subsequent case is filed concerning the same request, that case must be returned to the panel hearing the previously filed case."

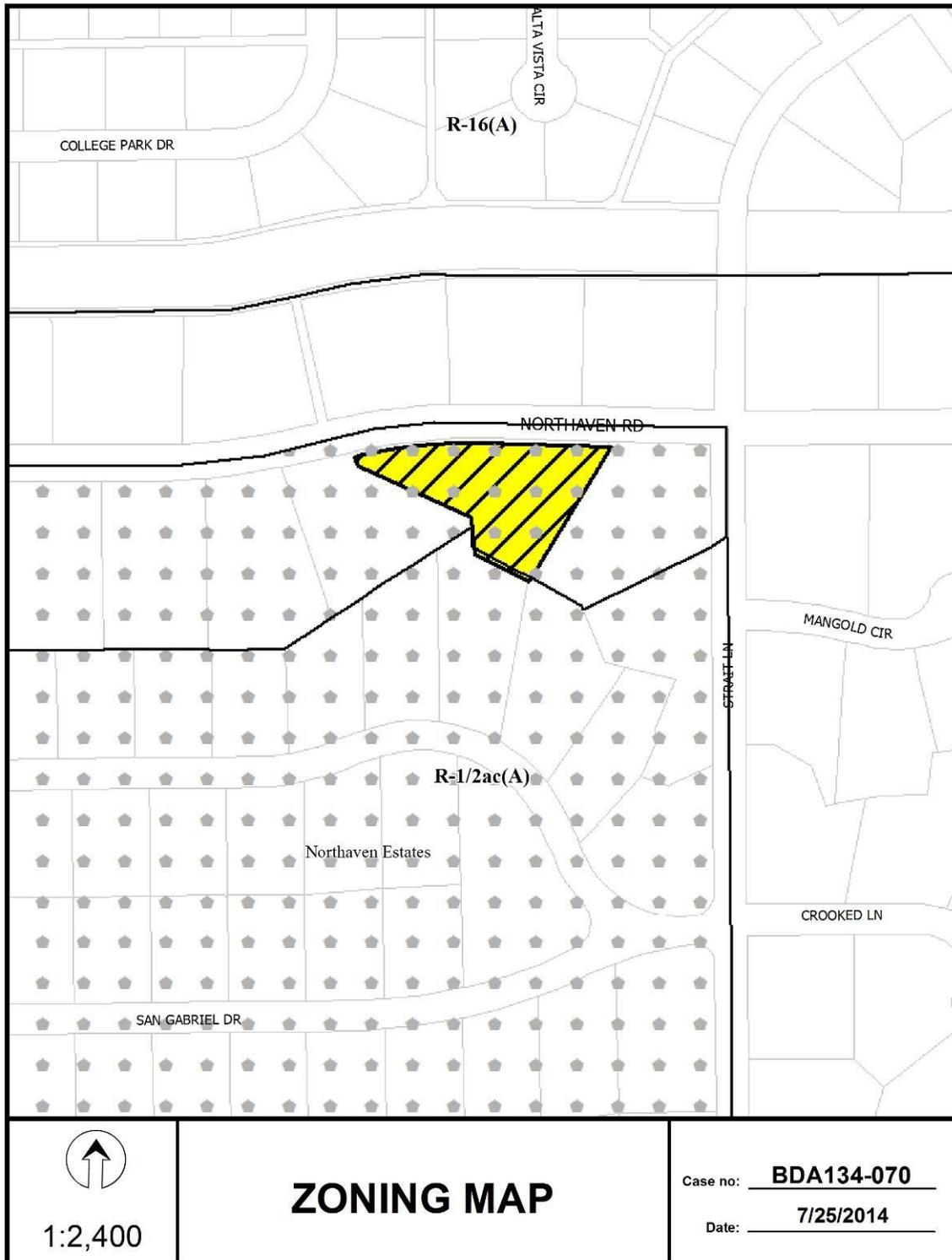
July 15, 2014: The Board Administrator emailed the applicant's representative the following information:

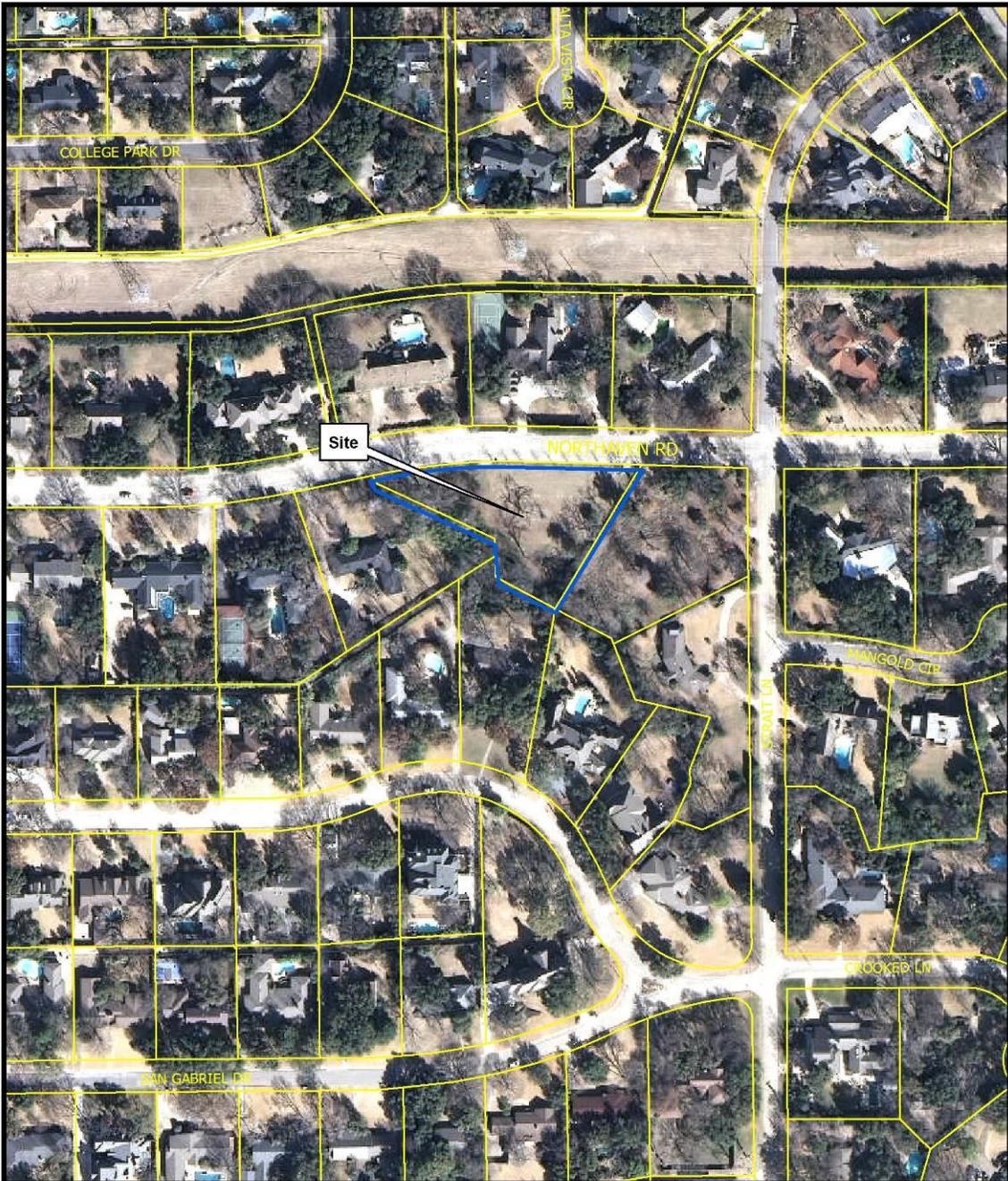
- an attachment that provided the public hearing date and panel that will consider the application; the July 30<sup>th</sup> deadline to submit additional evidence for staff to factor into their analysis; and the August 8<sup>th</sup> deadline to submit additional evidence to be incorporated into the 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.

August 5, 2014: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for August public hearings. Review team members in attendance included: the Sustainable Development and Construction Chief Planner, the Assistant Building Official, the Board Administrator, Building Inspection Senior Plans Examiners/Development Code Specialists, the Sustainable Development and Construction Department Senior Engineer, the City of Dallas Chief Arborist, the Sustainable Development and Construction Department Current Planner, and the Assistant City Attorney to the Board.

No review comment sheets with comments were submitted in conjunction with this application.

August 4, 2014: The applicant's representative submitted additional information to staff beyond what was submitted with the original application (see Attachment A).





1:2,400

# AERIAL MAP

Case no: BDA134-070

Date: 7/25/2014

Long, Steve

**From:** Warren Packer  
**Sent:** Monday, August 04, 2014 6:28 PM  
**To:** Long, Steve  
**Subject:** Fwd: support for proposed fence at 4820 Northaven Road

PS 1

Please see letter of support attached.

Sent from my iPhone

Begin forwarded message:

**From:** Kelly Warren <kellywarren@comcast.com>  
**Date:** August 4, 2014 at 3:10:20 PM CDT  
**To:** Warren@northavenhomes.com  
**Cc:** [redacted], Sonia Sanchez <[redacted]>  
**Subject:** support for proposed fence at 4820 Northaven Road

Mr. Khan and Mr. Packer,

My wife and I live at 11301 Strait Lane which is directly across the street from your home which is under construction at 4820 Northaven Road. My wife and I have reviewed the plans for the proposed fence at 4820 Northaven which would extend to the corner of Strait Lane and Northaven Road. We wish to provide you with our complete and total support for the structure as it is portrayed in the plans which you have provided. We believe that the structure will enhance the appearance of the neighborhood. Further, it will certainly complement the dwelling which is being constructed.

As you may know, some years ago a child was struck and killed by a speeding motorist on Northaven Road directly in front of the home under construction. The proposed fence would certainly provide some measure of safety from speeding motorists for any future children who might reside in the home at 4820 Northaven. There has been some discussion in the neighborhood about petitioning the city to install 'speed bumps' on Northaven Road between Welch and Strait Lane as a means of mitigating the danger posed by speeding motorists. However, it is my understanding that such 'speed bumps' would not be allowed due to the presence of the fire station nearby and the fact that the fireman frequently use Northaven Road.

Also, as you know, almost all of the homes which border and are across the street from the house under construction at 4820 Northaven are completely enclosed by fences and walls which exceed 6 feet in height. Specifically these are the existing homes at 11300 Strait Lane and 11220 Strait Lane and 4821 Northaven Road. Also, the home at 11211 Strait Lane which also borders and is contiguous with 4820 Northaven has gate posts which substantially exceed the city mandated height for fences and gates in the neighborhood.

Again, my wife and I completely support the construction of the fence at 4820 Northaven as it is described in the plans which you have provided. Although I am unable to attend the hearing at which your request for a variance is to be considered, my wife Sofia plans on going to speak in support of your request. Please let us know the exact date, place and time of the hearing.

--  
Kelly J. Warren, M.D.  
Dallas Dermatology LLC  
[www.dallasdermatology.com](http://www.dallasdermatology.com)

BDA134-070  
Attach A  
Pg 2



City of Dallas

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 134-070

Data Relative to Subject Property:

Date: 6-16-14

Location address: 4820 Northaven Rd

Zoning District: R-1/2ac(A), N501, Tr 2

Lot No.: 7 Block No.: 1/6391 Acreage: 1

Census Tract: 135.00

Street Frontage (in Feet): 1) 211.06 2) 191.75 3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_

NE2A

To the Honorable Board of Adjustment :

Owner of Property (per Warranty Deed): ABDUL HAKEEZ KHAN

Applicant: ABDUL HAKEEZ KHAN Telephone: \_\_\_\_\_

Mailing Address: 20 Carter Ct Allen Tx Zip Code: 75002

E-mail Address: Warren@Pcustomhomes.com

Represented by: WARREN PACKER Telephone: 2148372792

Mailing Address: 1680 Prince William Lane Frisco Zip Code: 75034

E-mail Address: Warren@Pcustomhomes.com

Affirm that an appeal has been made for a Variance or Special Exception of 9 feet 1 inch to the fence ht in the front yard

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:

INSTALL: FRONT SCREENING WALL & FENCE ALONG NORTHAVEN ROAD WITH AUTOMATIC GATE ALONG FRONT PROPERTY LINES. The majority of the solid fence is 3 feet with 4 ft of open fence on top. The fence will enhance the value of the neighborhood.

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.

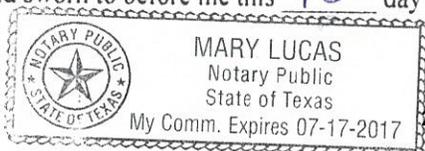
Affidavit

Before me the undersigned on this day personally appeared ABDUL KHAN (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: [Signature] (Affiant/Applicant's signature)

Subscribed and sworn to before me this 13th day of MAY 2014



[Signature]  
Notary Public in and for Dallas County, Texas

**MEMORANDUM OF  
ACTION TAKEN BY THE  
BOARD OF ADJUSTMENT**

Date of Hearing \_\_\_\_\_

Appeal was--Granted OR Denied

Remarks

Chairman

**Building Official's Report**

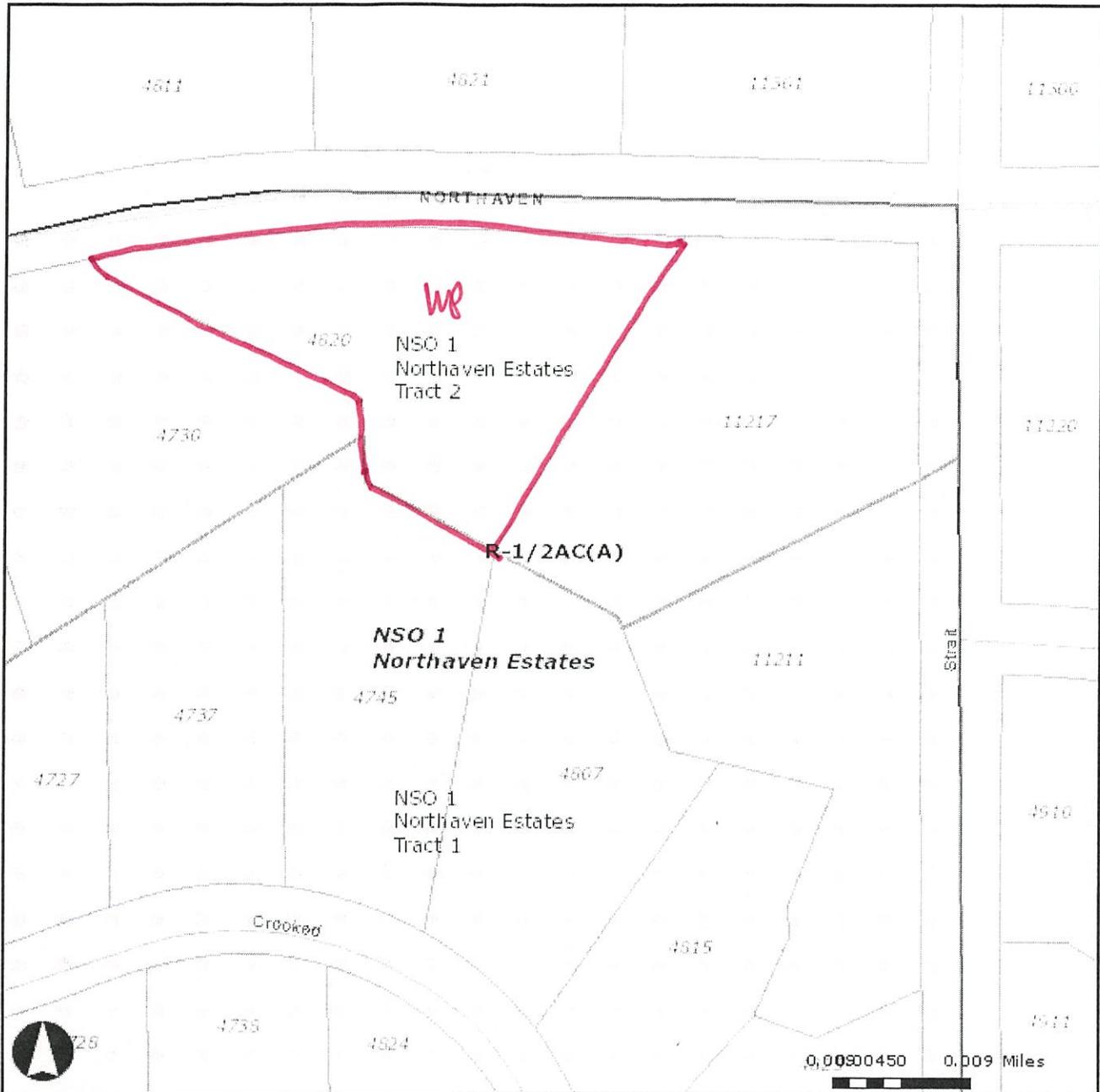
I hereby certify that **ABDUL KHAN**  
 represented by **WARREN PACKER**  
 did submit a request for a special exception to the fence height regulations  
 at **4820 Northaven Road**

BDA134-070. Application of Abdul Khan represented by Warren Packer for a special exception to the fence height regulations at 4820 Northaven Road. This property is more fully described as Lot 7, Block 1/6391, and is zoned R-1/2ac(A), which limits the height of fence in the front yard to 4 feet. The applicant proposes to construct a 13 foot 1 inch high fence in a required front yard, which will require a 9 foot 1 inch special exception to the fence regulation.

Sincerely,

  
 Larry Holmes, Building Official

# City of Dallas Zoning



Address Candidates



City Boundaries



County



Certified Parcels



DISD Sites



SUP



Dry Overlay



Historic Overlay



Historic Subdistricts

PDS Subdistricts



Base Zoning



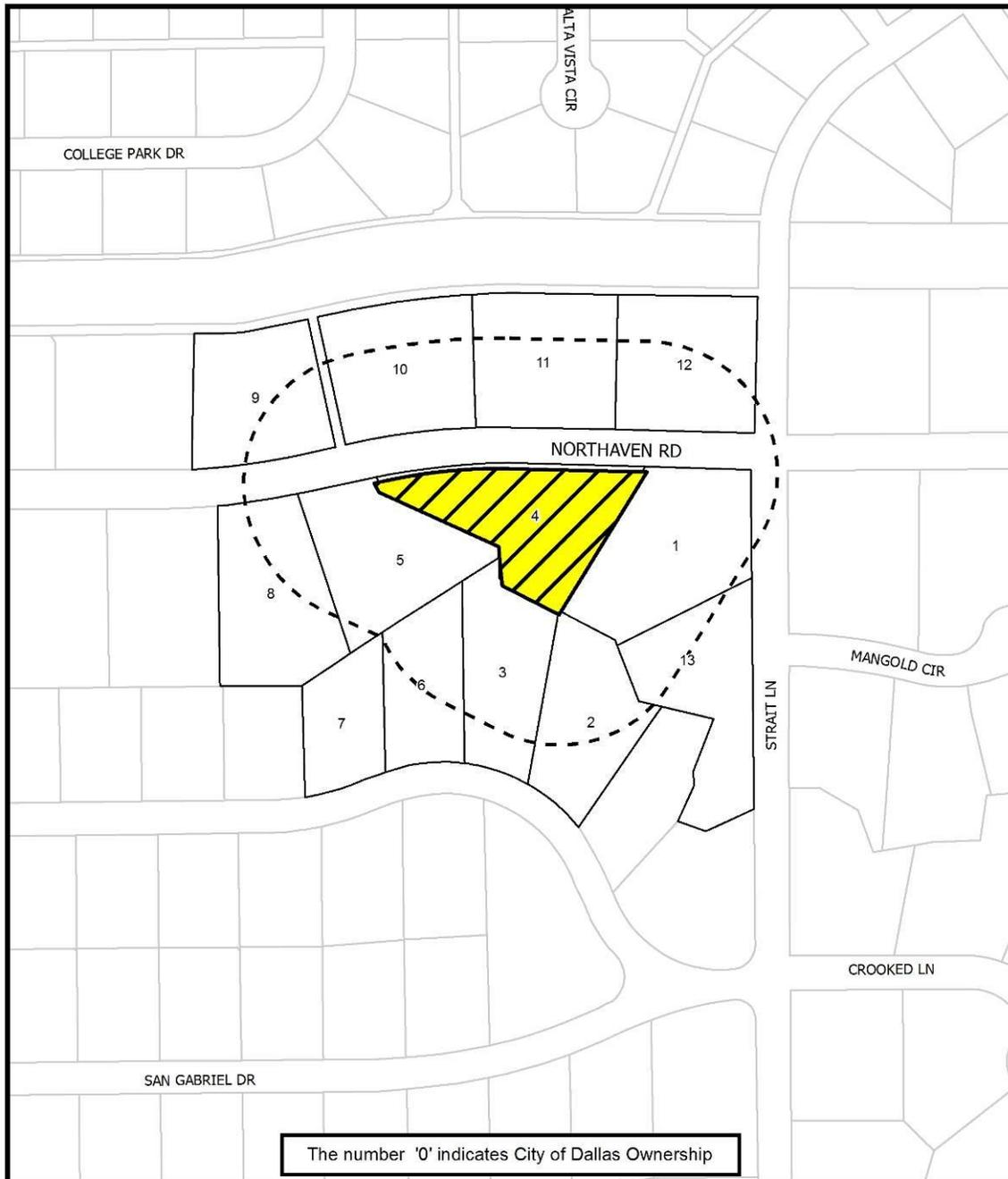
Floodplain











1:2,400

# NOTIFICATION

**200'** AREA OF NOTIFICATION  
**13** NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: **BDA134-070**

Date: **7/25/2014**

## *Notification List of Property Owners*

***BDA134-070***

### *13 Property Owners Notified*

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	11217 STRAIT LN	RYAN SEPARATE PS LLP
2	4807 CROOKED LN	JASPERSEN WILLIAM S &
3	4745 CROOKED LN	HANNON LUCIUS
4	4820 NORTHAVEN RD	KHAN ABDUL H & BUSHRA
5	4730 NORTHAVEN RD	COOK KELLY M
6	4737 CROOKED LN	LEWIS JERY M III &
7	4727 CROOKED LN	KASSELMAN CONRAD
8	4720 NORTHAVEN RD	MOORE WILLIAM G JR
9	4719 NORTHAVEN RD	ASKEW JUDITH HOHNE BENEFICIARY TRUST
10	4811 NORTHAVEN RD	CENTER CHRISTOPHER J &
11	4821 NORTHAVEN RD	WOODALL WILLIAM M
12	11301 STRAIT LN	WARREN KELLY &
13	11211 STRAIT LN	FINNEGAN MAUREEN ANN

**FILE NUMBER:** BDA 134-071

**BUILDING OFFICIAL'S REPORT:** Application of Abdul Khan, represented by Warren Packer, for a special exception to the fence height regulations at 11217 Strait Lane. This property is more fully described as Lot 4A, Block 1/6391, and is zoned R-1/2ac(A)(NSO 1), which limits the height of a fence in the front yard to 4 feet. The applicant proposes to construct and maintain a 13 foot 1 inch high fence in a required front yard, which will require a 9 foot 1 inch special exception to the fence height regulations.

**LOCATION:** 11217 Strait Lane

**APPLICANT:** Abdul Khan  
Represented by Warren Packer

**REQUESTS:**

Requests for special exceptions to the fence height regulations of 9' 1" are made to construct and maintain the following on a site undeveloped site:

- In the Northaven Road front yard setback: a 7' high fence (4' high open metal fence atop a 3' high solid base) with approximately 8' high columns in the site's 75' front yard setback.
- In the Strait Lane front yard setback: a 7' high fence (4' high open metal fence atop a 3' high solid base) with approximately 8' high columns and an entryway feature that includes 12' high vehicular and pedestrian gates with 13' 1" high entry column finials.

(Note that this application is adjacent to a property to the west where the same applicant and owner seeks a similar fence height special exception from Board of Adjustment Panel B on August 20th: BDA 134-070).

**STANDARD FOR A SPECIAL EXCEPTION TO FENCE HEIGHT REGULATIONS:**

Section 51A-4.602 of the Dallas Development Code states that the board may grant a special exception to the height requirement for fences 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 or any request for a special exception to the fence height regulations since the basis for this type of appeal is when in the opinion of the board, the special exception will not adversely affect neighboring property.

**Zoning:**

- Site: R-1/2ac (A)(NSO 1) (Single family district ½ acre, Neighborhood Stabilization Overlay)
- North: R-1/2 ac(A) (Single family district ½ acre)
- South: R-1/2ac (A)(NSO 1) (Single family district ½ acre, Neighborhood Stabilization Overlay)
- East: R-1/2ac (A)(NSO 1) (Single family district ½ acre, Neighborhood Stabilization Overlay)
- West: R-1/2ac (A)(NSO 1) (Single family district ½ acre, Neighborhood Stabilization Overlay)

**Land Use:**

The subject site is undeveloped. The areas to the north, south, and east are developed with single family uses; the area to the west (and the subject site of BDA 134-070) is being developed with a single family home.

**Zoning/BDA History:**

1. BDA 134-070, Property at 4820 Northaven (the lot immediately west of the subject site)      On August 20, 2014, the Board of Adjustment Panel B will consider a request for special exception to the fence height regulations of 9' 1" to construct and maintain a 7' high fence (4' high open metal fence atop a 3' high solid base) with approximately 8' high columns and an entryway feature that includes a 12' high vehicular and pedestrian gates with 13' 1" high entry column finials in the site's 75' front yard setback on a site being developed with a single family home
  
2. BDA 001-123, Property at 4821 Northaven Road (the lot immediately northwest of the subject site)      On December 12, 2000, the Board of Adjustment Panel A granted a request to the fence height special regulations of 4'. The board imposed the following conditions with the request: compliance with the elevation and a revised site plan that shows the location of the fence behind the shrub is required; and the retention of the approximately 8 foot high Japanese Ligustrum shrubs now existing on the property, (or its replacement with similar species) between the street curb and the proposed fence. The case report states the request was made to construct and maintain a 6' high open wrought iron fence, a 6' chain link fence, 7' high stone columns, and two 8' high wrought iron entry gates.

- |   |  |
|---|--|
| 3. BDA 85-145, Property at 4719 Northaven Road (three lots northwest of the subject site)   | On May 14, 1985, the Board of Adjustment denied a request for a “front yard variance” of 2’ 6” without prejudice. The case report states the request was made to construct a masonry fence with wrought iron gates 6’ 6” in height.        |
| 4. BDA 92-001, Property at 11220 Strait Lane (the lot immediately east of the subject site) | On February 11, 1992, the Board of Adjustment granted a request for a fence height special exception of 4’ to maintain a 6’ fence with 8’ columns and gates, and imposed the “submitted Landscape Plan “B”” as a condition to the request. |

**GENERAL FACTS/STAFF ANALYSIS:**

- These requests focus on constructing and maintaining the following in the two front yard setbacks for the site located at the southwest corner of Northaven Road and Strait Lane on a site being developed with a single family home:
  - in the Northaven Road front yard setback a 7’ high fence (4’ high open metal fence atop a 3’ high solid base) with approximately 8’ high columns; and
  - in the Strait Lane front yard setback: a 7’ high fence (4’ high open metal fence atop a 3’ high solid base) with approximately 8’ high columns and an entryway feature that includes 12’ high vehicular and pedestrian gates with 13’ 1” high entry column finials.
- The Dallas Development Code states that in all residential districts except multifamily districts, a fence may not exceed 4’ above grade when located in the required front yard.
- The applicant has submitted a site plan and elevation of the proposal in the front yard setbacks that reaches a maximum height of 13’ 1”.
- The following additional information was gleaned from the submitted site plan:
  - Along Northaven Road: The fence is approximately 150’ in length, approximately 4’ from the property line, and approximately 12’ from the pavement line.
  - Along Strait Lane: the fence is approximately 120’ in length, approximately 4’ from the property line, and approximately 18’ from the pavement line; the gate is approximately 12’ from the property line, and approximately 24’ from the pavement line.
- There is one single family home that has direct frontage to the proposal on Northaven Road and one single family home that has direct frontage to the proposal on Strait Lane, neither of which have visible fences in their front yards.
- The Board Administrator conducted a field visit of the site and surrounding area (approximately 300’ north, south, east, and west of the subject site) and noted one visible fence higher than 4’ in a front yard setback: an approximately 6’ high fence immediately northwest of the subject site that appears to be a result of a granted fence height special exception from 2000: BDA 001-123 (see the “Zoning/BDA History” section of this case report for additional details).

- As of August 11, 2014, no letters have been submitted in support of or in opposition to the requests.
- The applicant has the burden of proof in establishing that the special exceptions to the fence height regulations of 9' 1" will not adversely affect neighboring property.
- Granting these special exceptions of up to 9' 1" with a condition imposed that the applicant complies with the submitted site plan and elevation would require the proposal exceeding 4' in height in the front yard setbacks to be constructed and maintained in the location and of the heights and materials as shown on these documents.

**Timeline:**

June 16, 2014: 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 15, 2014: The Interim Assistant Director of Sustainable Development and Construction acting on behalf of the Board of Adjustment Secretary randomly assigned this case to Board of Adjustment Panel B.

July 15, 2014: The Board Administrator emailed the applicant's representative the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the July 30<sup>th</sup> deadline to submit additional evidence for staff to factor into their analysis; and the August 8<sup>th</sup> 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.

August 5, 2014: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for August public hearings. Review team members in attendance included: the Sustainable Development and Construction Chief Planner, the Assistant Building Official, the Board Administrator, Building Inspection Senior Plans Examiners/Development Code Specialists, the Sustainable Development and Construction Department Senior Engineer, the City of Dallas Chief Arborist, the Sustainable Development and Construction Department Current Planner, and the Assistant City Attorney to the Board.

No review comment sheets with comments were submitted in conjunction with this application.



City of Dallas

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 134-071

Data Relative to Subject Property:

Date: 6-16-14

Location address: 11217 STRAIT LANE

Zoning District: R-1/2 ac(A), NS01, Tr 2

Lot No.: 4A Block No.: 116391 Acreage: 1

Census Tract: 135.00

Street Frontage (in Feet): 1) 160' NORTHAVEN 2) 160' 3) STRAIT LN 4) \_\_\_\_\_ 5) \_\_\_\_\_

NE2A

To the Honorable Board of Adjustment :

Owner of Property (per Warranty Deed): ABDUL KHAN & BUSHARA KHAN

Applicant: ABDUL KHAN Telephone: 469 879 8806

Mailing Address: 20 CARTER CT ALLEN TX Zip Code: 75002

E-mail Address: Wamen@PcustomHomes.com

Represented by: WARREN PACKER Telephone: 214 837 2792

Mailing Address: 1680 Prince William Lane Frisco Zip Code: 75034

E-mail Address: EWamen@Pcustomhomes.com

Affirm that an appeal has been made for a Variance, or Special Exception, of 9' feet 1" to the fence height in the front yard

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:

INSTALL FRONT SCREENING WALL & FENCE ALONG NORTHAVEN RD AND STRAIT LANE WITH AUTOMATIC GATE ON STRAIT LANE ALONG FRONT PROPERTY LIMBS  
The majority of the solid fence is 3 feet with 4 ft of open wrought iron on top. The fence will enhance the value of the neighborhood

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

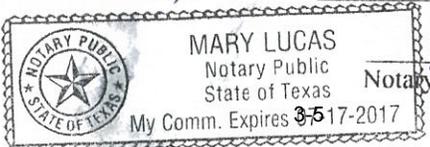
Before me the undersigned on this day personally appeared ABDUL KHAN & BUSHARA KHAN (Affiant/Applicant's name printed)

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 15th day of MAY 2014

(Rev. 08-01-11)



Mary Lucas Notary Public in and for Dallas County, Texas

**MEMORANDUM OF  
ACTION TAKEN BY THE  
BOARD OF ADJUSTMENT**

Date of Hearing \_\_\_\_\_

Appeal was--**Granted OR Denied**

Remarks

Chairman

**Building Official's Report**

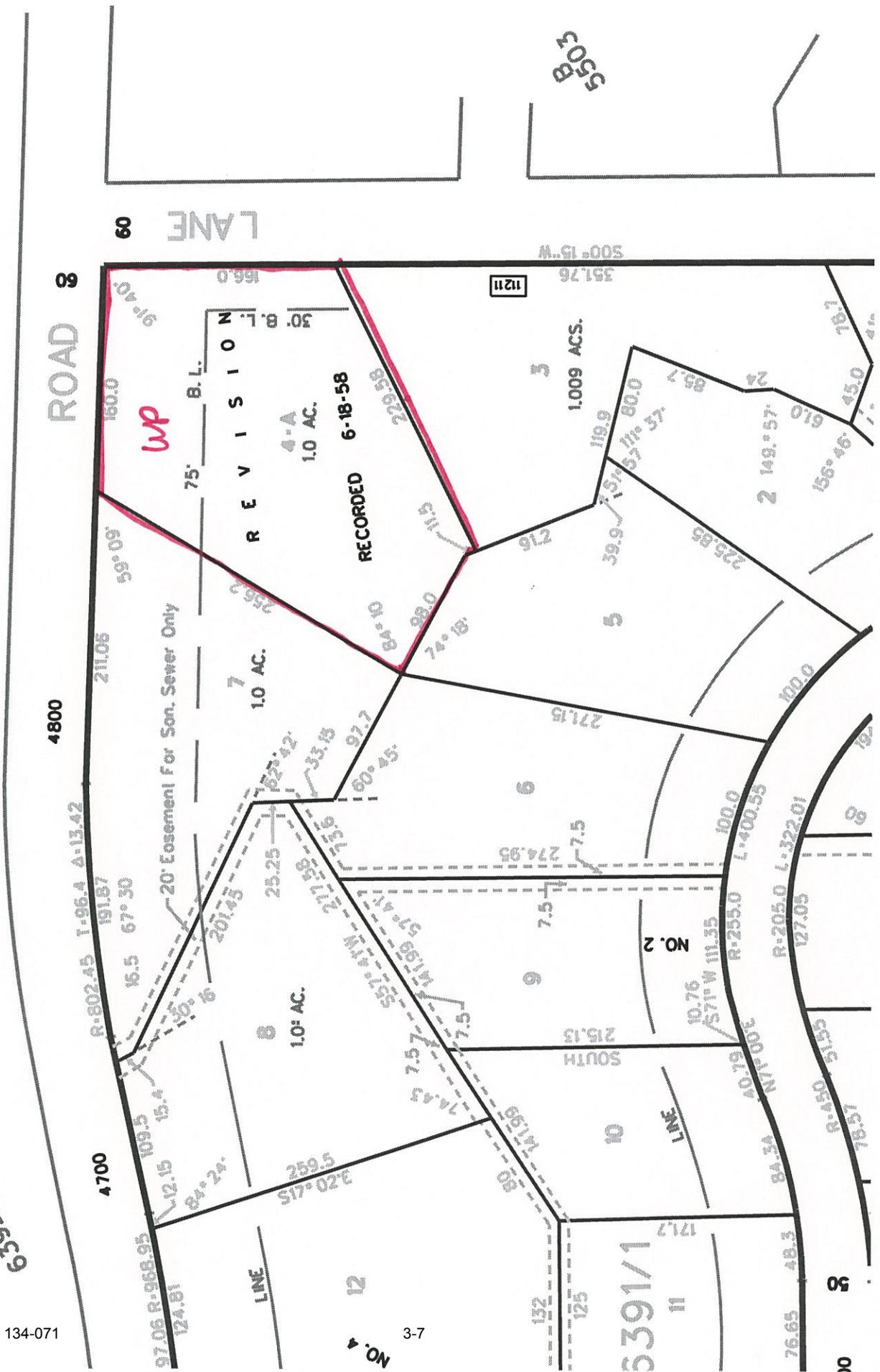
I hereby certify that **ABDUL KHAN**  
 represented by **WARREN PACKER**  
 did submit a request for a special exception to the fence height regulations  
 at **11217 Strait Lane**

BDA134-071. Application of Abdul Khan represented by Warren Packer for a special exception to the fence height regulations at 11217 Strait Lane. This property is more fully described as Lot 4A, Block 1/6391, and is zoned R-1/2ac(A), which limits the height of a fence in the front yard to 4 feet. The applicant proposes to construct a 13 foot 1 inch high fence in a required front yard, which will require a 9 foot 1 inch special exception to the fence regulation.

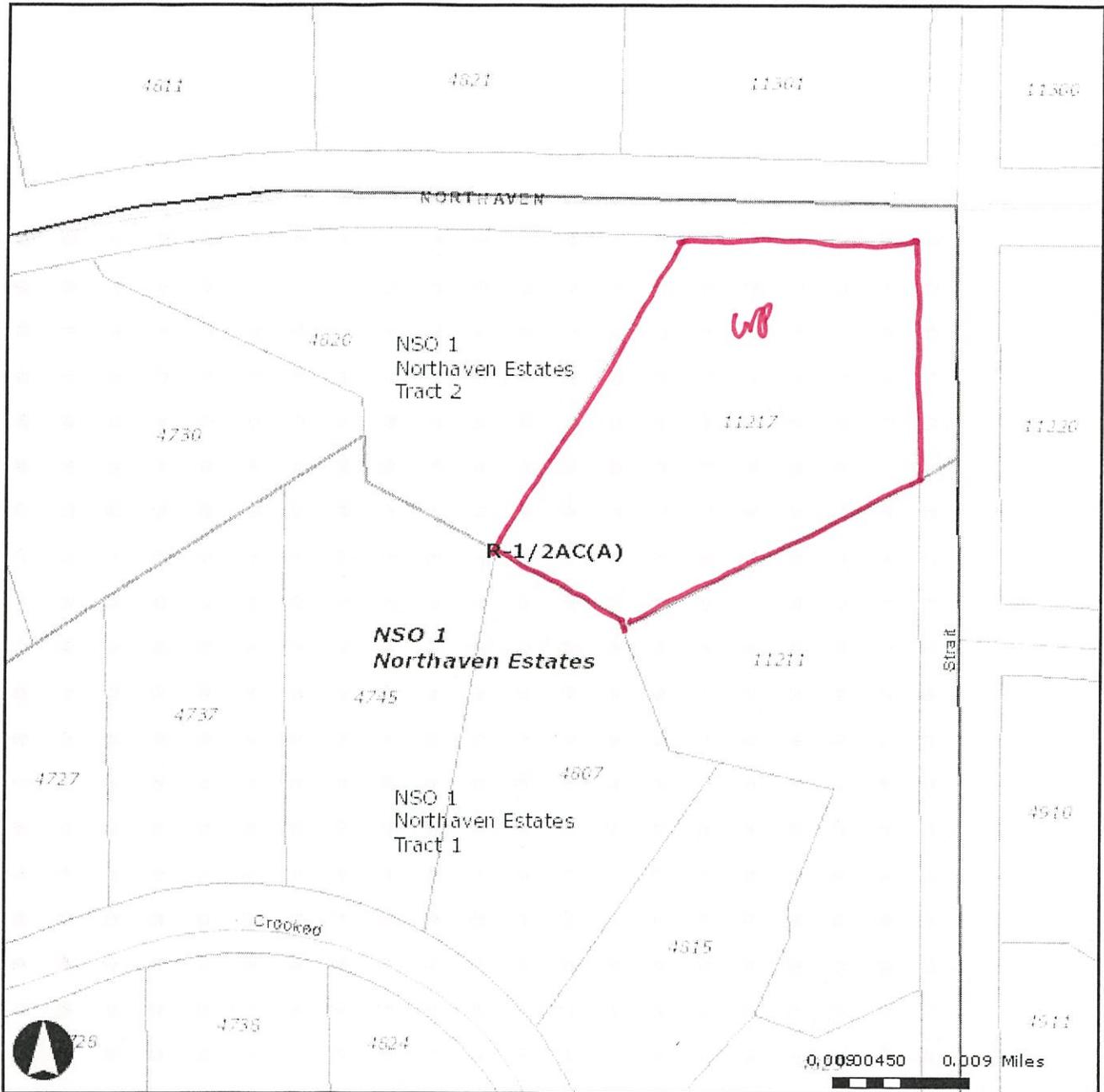
Sincerely,

  
 Larry Holmes, Building Official

7692  
6391



# City of Dallas Zoning



Address Candidates

- Address Candidates
- City Boundaries
- County
- Certified Parcels
- DISD Sites

SUP

- SUP
- Dry Overlay
- D
- D-1
- Historic Overlay
- Historic Subdistricts

PDS Subdistricts

- Base Zoning
- Floodplain
- 100 Flood Zone
- Mill's Creek
- Peak's Branch







1:2,400

# NOTIFICATION

**200'**

AREA OF NOTIFICATION

**13**

NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: **BDA134-071**

Date: **7/29/2014**

## *Notification List of Property Owners*

### *BDA134-071*

#### *13 Property Owners Notified*

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	11217 STRAIT LN	RYAN SEPARATE PS LLP
2	4807 CROOKED LN	JASPERSEN WILLIAM S &
3	11211 STRAIT LN	FINNEGAN MAUREEN ANN
4	11220 STRAIT LN	DAVIS WILLIAM W & CATHY C
5	4910 MANGOLD CIR	MCDOWELL JANET
6	4815 CROOKED LN	NICHOLSON KEVIN PATRICK BONE &
7	4745 CROOKED LN	HANNON LUCIUS
8	4820 NORTHAVEN RD	KHAN ABDUL H & BUSHRA
9	4730 NORTHAVEN RD	COOK KELLY M
10	4737 CROOKED LN	LEWIS JERY M III &
11	4821 NORTHAVEN RD	WOODALL WILLIAM M
12	11301 STRAIT LN	WARREN KELLY &
13	11300 STRAIT LN	SULEMAN AMER

**FILE NUMBER:** BDA 134-073

**BUILDING OFFICIAL'S REPORT:** Application of Robert Reeves to restore a nonconforming use at 1918 S. Beckley Avenue. This property is more fully described as Lot 4, Block 11/3602, and is zoned CR, which limits the legal uses in a zoning district. The applicant proposes to restore a nonconforming multifamily use, which will require a special exception to the nonconforming use regulations.

**LOCATION:** 1918 S. Beckley Avenue

**APPLICANT:** Robert Reeves

**REQUEST:**

A special exception to reinstate nonconforming use rights is requested to obtain a Certificate of Occupancy (CO) for a "multifamily" use on the subject site even though this nonconforming use was discontinued for a period of six months or more.

**STANDARD FOR A SPECIAL EXCEPTION TO OPERATE A NONCONFORMING USE IF THAT USE IS DISCONTINUED FOR SIX MONTHS OR MORE:** The Dallas Development Code states that the Board may grant a special exception to operate a nonconforming use that has been discontinued for six months or more if the owner can show that there was a clear intent not to abandon the nonconforming use even though the use was discontinued for six months or more.

**STAFF RECOMMENDATION:**

No staff recommendation is made on this or any request for a special exception to operate a nonconforming use if that use is discontinued for six months or more since the basis for this type of appeal is based on whether the board determines that there was a clear intent not to abandon the nonconforming use even though the use was discontinued for six months or more.

**BACKGROUND INFORMATION:**

**Zoning:**

Site: CR (Community Retail)  
North: CR (Community Retail)  
South: CR (Community Retail)  
East: R-7.5(A) (Single family residential 7,500 square feet)  
West: CS (Commercial Service)

## **Land Use:**

The subject site is developed with a multifamily structure. The areas to the north and west are developed with commercial uses; the area to the south is developed with what appears to be a multifamily use; and the area to the east is undeveloped.

## **Zoning/BDA History:**

There has not been any recent related board or zoning cases recorded either on or in the immediate vicinity of the subject site.

## **GENERAL FACTS/STAFF ANALYSIS:**

- This special exception request is made to restore nonconforming use rights for a nonconforming “multifamily” use that has been discontinued for six months or more, and to obtain a Certificate of Occupancy (CO) for this use.
- The Dallas Development Code defines “nonconforming use” as “a use that does not conform to the use regulations of this chapter, but was lawfully established under the regulations in force at the beginning of operation and has been in regular use since that time.

The nonconforming use regulations state it is the declared purpose of the nonconforming use section of the code that nonconforming uses be eliminated and be required to comply with the regulations of the Dallas Development Code, having due regard for the property rights of the persons affected, the public welfare, and the character of the surrounding area.

The nonconforming use regulations also states that the right to operate a nonconforming use ceases if the nonconforming use is discontinued for six months or more, and that the board of adjustment may grant a special exception to operate a nonconforming use that has been discontinued for six months or more if the owner can show that there was a clear intent not to abandon the nonconforming use even though the use was discontinued for six months or more.

- The subject site is zoned CR (Community Retail) – a zoning district that does not permit a “multifamily” use.
- A document has been included in the case file that states the following for the property at 1918 S. Beckley Avenue:
  1. The nonconforming use to be reinstated: multifamily.
  2. Reason the use is classified as nonconforming: zoning change (Chap. 51A).
  3. Current zoning of the property on which the use is located: CR (Chap. 51A).
  4. Date the nonconforming use was discontinued: about April 29, 2009
  5. Date that the nonconforming use became nonconforming: Feb. 4, 1987 (Chap. 51A).
  6. Previous zoning of the property on which the use is located: GR (Chap. 51)
- Building Inspection has stated that these types of special exception request originate from when an owner/officer related to the property applies for a CO and Building Inspection sees that the use is a nonconforming use. Before a CO can be issued, the City requires the owner/officer related to the property to submit affidavits stating

that the use was not abandoned for any period in excess of 6 months since the issuance of the last valid CO. The owners/officers must submit documents and records indicating continuous uninterrupted use of the nonconforming use, which in this case, they could not.

- The applicant has submitted documents that he represents show how the owners of the subject site have been attempting to sell the property as a multifamily 4-plex apartment use since the time the use became vacant in 2009.
- If the Board were to grant this request, the nonconforming “multifamily” use on the site would be subject to the possibility of an application that may be brought to the Board of Adjustment requesting that the board establish a compliance date as is the case with any other nonconforming use in the city.
- The “multifamily” use can obtain “conforming use” status with a change in zoning.
- The owner could develop the site with any use that is permitted by right in the site’s existing CR zoning classification.
- The applicant has the burden of proof in establishing the following related to the special exception request:
  - There was a clear intent not to abandon the nonconforming “multifamily” use on the subject site even though the use was discontinued for six months or more.
- Granting this request would reinstate/restore the nonconforming “alcoholic beverage establishments” use rights that were lost when the use was abandoned for a period of six months or more.
- If restored/reinstated, the nonconforming use would be subject to compliance with use regulations of the Dallas Development Code by the Board of Adjustment as any other nonconforming use in the city. (The applicant has been advised by staff of Section 51A-4.704 which is the provision in the Dallas Development Code pertaining to “Nonconforming Uses and Structures”).

### **Timeline:**

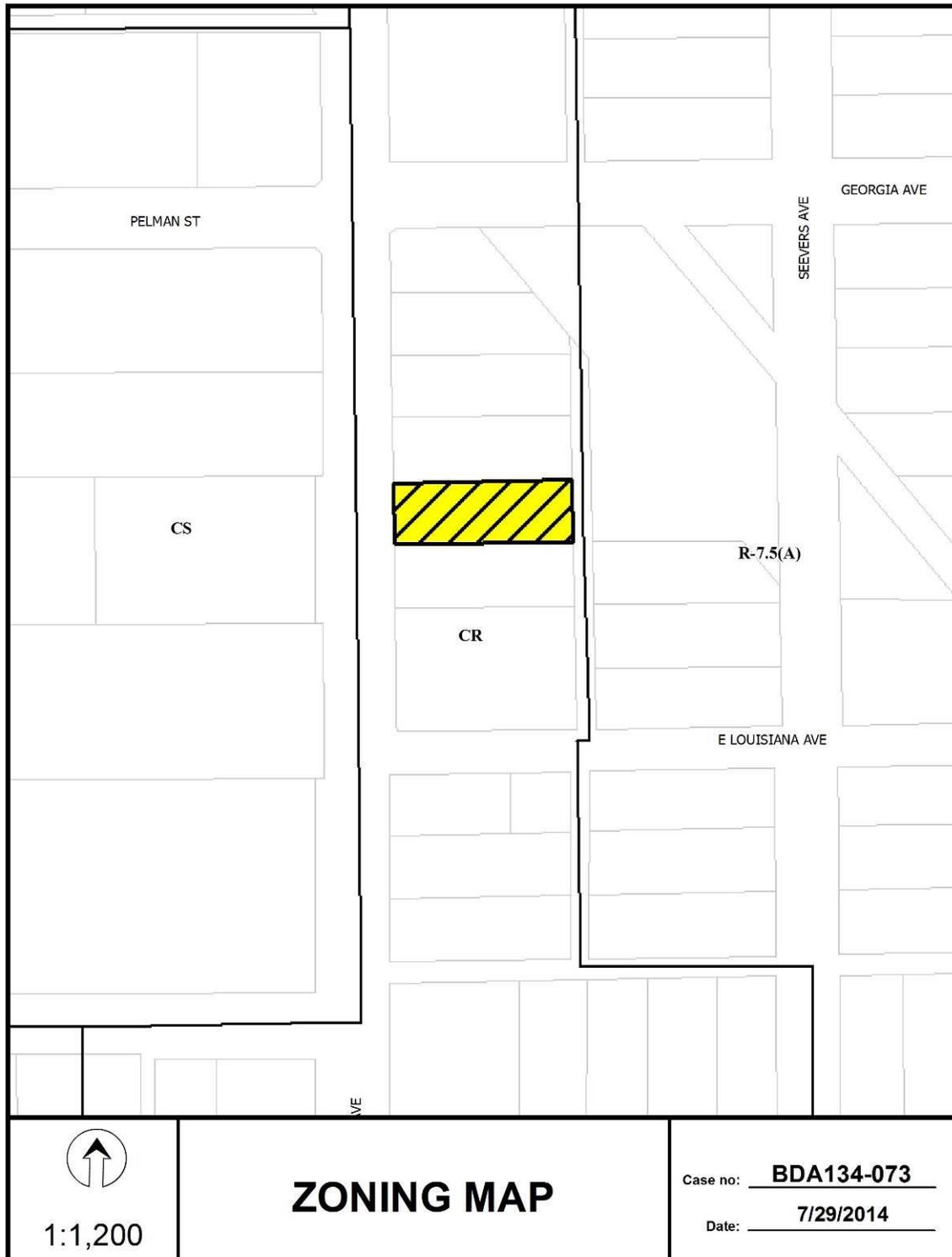
- May 29, 2014: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.
- July 15, 2014: The Interim Assistant Director of Sustainable Development and Construction acting on behalf of the Board of Adjustment Secretary randomly assigned this case to Board of Adjustment Panel B.
- July 15, 2014: The Board Administrator emailed the applicant the following information:
- an attachment that provided the public hearing date and panel that will consider the application; the July 30<sup>th</sup> deadline to submit additional evidence for staff to factor into their analysis; and the August 8<sup>th</sup> 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 section from the Dallas Development Code pertaining to nonconforming uses and structures; and
- the Board of Adjustment Working Rules of Procedure pertaining to “documentary evidence.”

July 30, 2014: The applicant submitted additional information to staff beyond what was submitted with the original application (see Attachment A).

August 5, 2014: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for August public hearings. Review team members in attendance included: the Sustainable Development and Construction Chief Planner, the Assistant Building Official, the Board Administrator, Building Inspection Senior Plans Examiners/Development Code Specialists, the Sustainable Development and Construction Department Senior Engineer, the City of Dallas Chief Arborist, the Sustainable Development and Construction Department Current Planner, and the Assistant City Attorney to the Board.

No review comment sheets with comments were submitted in conjunction with this application.



1:1,200

# ZONING MAP

Case no: BDA134-073  
 Date: 7/29/2014

BDA134-073  
Attach A  
P!

**ROBERT REEVES**  
& Associates, Inc.  
PLANNING AND ZONING CONSULTANTS

July 30, 2014

Steve Long  
Board Administrator  
Department of Sustainable Development and Construction  
Dallas City Hall  
1500 Marilla, Room 5BN  
Dallas, Texas 75202

RE: BDA134-073 - Application for a Special Exception to Reinstate a Nonconforming Use Maria & Eduardo Cabrera, 1918 S. Beckley Ave.

Dear Mr. Long:

On behalf of my clients, Maria & Eduardo Cabrera, we are submitting additional evidence to support our request to reinstate the nonconforming use of multi-family for their property located at 1918 S. Beckley Ave.

This submittal includes:

1. Affidavit of Don Thompson, real estate agent, listing agent and buyers' agent for the property located at 1918 S. Beckley Ave. during the period of March 10, 2008 through January 31, 2012.
2. Affidavit of Elaine & Richard Miller owners of the 1918 S. Beckley property from October 29, 2008 to January 28, 2014.
3. MLS #10983861 – Lists the property at 1918 S. Beckley for sale on April 10, 2008 at the asking price of \$49,900. The property was purchased by Elaine & Richard Miller at the price of \$45,000 with a contract date of September 23, 2008. The property is described as, and is sold as:

Category: Multi-Family  
Type: Fourplex

4. MLS #11322388 – Lists the property at 1918 S. Beckley for sale on December 28, 2009 at the asking price of \$99,900. The price of the property was reduced three times from \$99,900 to \$84,900 until it was delisted on July 25, 2011, after one year and seven months on the market. The property is still described as:

---

Founders Square • 900 Jackson Street • Suite 160 • Dallas, TX 75202 • (214) 749-0530 • Fax (214) 749-5605  
rob.reeves@sbcglobal.net

Category: Multi-Family  
Type: Fourplex

5. MLS #11666162 – Lists the property at 1918 S. Beckley for sale on September, 28, 2011 at the asking price of \$75,000. The listing expired on January 30, 2012 with the Cabrera's purchasing the property for \$62,000. The property is described as and was purchased as:

Category: Multi-Family  
Type: Fourplex

6. Results from an open records request to the City of Dallas Water Utilities showing the water utilities active at the 1918 S. Beckley Ave. property from January 24, 2008 to November 15, 2011. The Miller's discontinued water service to the four-plex apartment building approximately two months prior to the Cabrera's purchase of the property on January 28, 2012. Four months later on May 29, 2012, the Cabrera's re-activated the water utilities at the four-plex.

We ask you to please accept this additional submitted evidence as proof in establishing that there was a clear intent not to abandon the nonconforming "multi-family" use for 1918 S. Beckley Ave. even though the use was discontinued for six months or more.

Sincerely,



Robert Reeves  
Robert Reeves & Associates

**AFFIDAVIT OF DON THOMPSON**

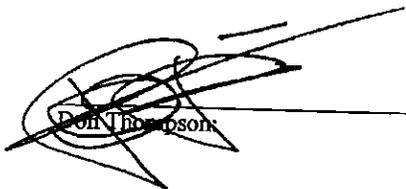
My name is Don Thompson and I was the real estate agent, listing agent and Buyers agent, for the property located at 1918 S. Beckley units A, B, C, and D; Dallas, TX 75224, during the time period of March 10<sup>th</sup> 2008 Through January 31 2012. I offered the property for sale for both Litton Asset Management Company and, Elaine and Richard Miller. All of my research which included MLS and County Tax Records indicated the property was a four-unit apartment complex at the time of each listing. The property was occupied at the time of the first listing with Litton. During the Miller's Listing the property had a caretaker. And to the best of my knowledge in the case of Litton and the Miller utilities went uninterrupted (Water & Electricity).

I acted as intermediary with each sale; Litton to Millers and Millers to Cabrera and in all cases all parties, based on occupancy and County tax records believed the property to be a 4-Plex and at no time was any party involved aware of the property ever being used for anything other than residential. Nor am I aware of any time when the property was used for any purpose other than residential.

Litton and the Millers listed 1918 S. Beckley with me for the purpose of selling a four-unit apartment complex for future residential purposes.

Litton and the Miller's ownership, always understood that the property could be use for residential purposes.

I am over the age of eighteen years, of sound mind, and fully competent to make this affidavit. The matters set forth in this affidavit are within my personal knowledge and are true and correct.

  
Don Thompson

0722 2014  
Date:

**AFFIDAVIT OF RICHARD AND ELAINE MILLER**

Our names are Richard and Elaine Miller. We are both over the age of eighteen years, of sound mind, and fully competent to make this affidavit. The matters set forth in this affidavit are within our personal knowledge and are true and correct.

On October 16, 2008, my wife and I purchased a four unit apartment complex located at 1918 S. Beckley, Dallas, Texas 75203. We purchased the property from Deutsche Bank for investment purposes with the clear understanding that the property could be used for residential rental property. After making some repairs, we put the property on the market in the Spring 2009 to sell as a four-unit multiple family use. We made the decision to not lease the units during the time the property was for sale, since we felt it would be easier to sale if the new owner could make all the decisions relating to future tenants, however we did employ a caretaker for the purposes of repairs and safeguarding the property. It took some time to sell the property, which was finally sold on January 31, 2012 to the current owner, Eduardo and Maia Cabrera. During the time the property was on the market, the general real estate market and lending institutions were in turmoil. It was difficult to find a qualified buyer.

  
Richard Miller:

7/21/14  
Date:

  
Elaine Miller

7/21/14  
Date:

MLS# 10983881 Sold 1918 S Beckley Avenue #ABCD Dallas\* 75224-2146\* LP: \$49,800  
 Category: Multi-Family Type: Fourplex  
 Area: 14\*5 Map: DA\*0054\*/R\* Orig LP: \$79,900  
 Subdv: Trinity Heights\* Lake Name: Low:  
 County: Dallas Plan Dvlpmt: Lst\$/SqFt: \$ 0.00  
 Parcel ID: 0000028087600000\* Legal: Trinity Heights Lot 4 Beckley  
 Lot: 4\* Blk: Multi Prcl: MUD Dist: No Unexempt Taxes: \$1884  
 Bldg SqFt: 2,802 /Tax Appraiser's Yr Built: 1951\* / Pool:  
 Complex Name: n/a Name: Preowned Stories: 2 No  
 #Units: 4 #Bldgs: 1 Occupancy Rate: % Security System:  
 # Parking Spaces: 4 Handicap Amenities: No  
 Acres: 0.166 Lot Dimen: Will Subdivide: No  
 50X145  
 Media: 1 / 0 / 0 Property History: Y HOA: None HOA Dues: \$ /  
 Document Storage: 0 / 0 / 0 Accessory Unit: Accessory Unit Type:



Click on image for More Options

School District: Dallas ISD*	Unit 1:	Unit 2:	Unit 3:	Unit 4:
Bus: Type: E Name: RUSSELL	Living Area: 10X12	10X12	10X12	10X12
Bus: Type: M Name: STOREY	Dining Area: 10X10	10X10	10X10	10X10
Bus: Type: H Name: SOUTHOAKCL	Kitchen: 10X10	10X10	10X10	10X10
Bus: Type: Name:	Master BR: 10X11	10X10	10X11	10X10
Gross Income: \$0	Unit SqFt: 700	700	700	700
Gross Expenses: \$	# Full Baths: 1	1	1	1
Net Income: \$0	Insurance: \$0	0	0	0
	Gross Multiplier: 0.00	1	1	1
	Cap Rate: 0.00%	0	0	0
		3	3	3

Lot Description	Balcony	City Water	Carpet	Showing
Interior Lot	Covered Porch(es)	Curbs	Vinyl	Go (Appt Svc only)
Subdivision	Type of Fence	Sidewalk	Wood Floor	Centralized Showing Service
Construction	Chain Link	Interior Features	Heating/Cooling	
Brick	Parking/Garage	Cable TV Available	Window Unit	
Foundation	.Covered	Kitchen Other	Other	
Pier & Beam	Unassigned Spaces	Tile Countertops	Proposed Financing	
Roof	Uncovered	Utility Room	Cash	
Composition	Street/Utilities	Other	Possession	
Exterior Features	City Sewer	Flooring	Closing/Funding	

\* Property Description: Fourplex located approximately 5 miles South of Downtown Dallas. Close to major highways and several city parks. Each unit has living area, kitchen, 1 bedroom, and a dining area. This property will require some repairs but has wonderful potential! Property is being sold AS IS, seller to make no repairs. All information is approximate and needs to be verified. No seller's disclosure available.  
 Public Driving Directions: Take Beckley South from I-35.  
 Private Remarks: FAX ALL OFFERS TO 972-403-2062. Look under Media on MLS sheet to download the req'd forms. All offers must include the mentioned forms and a Pre Qual Letter or Proof of Funds. Please email doni@aimail.net if any further assistance is needed. \*\*\*HIGHEST & BEST OFFERS DUE TUESDAY, 06.24.08 BY 2PM\*\*\*

Loan Type: Treat As Clear	Bal: \$49,900	Int Rate: Possible Short Sale:	% Pmt Type: Payment: \$
Lender: Orig Date:	2nd Mortg: No	CDOM: 166 DOM: 166	LD: 4/10/2008 XD: 12/18/2008

LO: RMPP01 Re/Mx Premier Properties (972)403-2000 Fax: (972)403-2015 Brk Lic#: 0435319  
 LO Addr: 2100 Dallas Parkway, Ste. 102 Plano, TX 75093 Office Off email: khomas@contactdallas.com LO Website: http://www.homesforjrw.com  
 LA: 0417219 Don Thompson (972)814-4024 Supervisor: Fax: (972)378-9209 LA Pager: Agent Other:  
 LA Cell: (972)814-4024 LA Voice Mail: LA Pager:  
 LA Email: doni@aimail.net LA Website:  
 Listing Agent 2: Listing Agent 2 Contact:  
 Preferred Title Co: Location:

Call: Appt: X: Owner Name: See Agent  
 Keybox #: 0 Keybox Type: Seller Type: Lender/REO Occupancy: Vacant  
 Show Instr: Call CSS at 817-858-0055. Please do not adjust thermostat, turn off all lights & lock all doors. Owner Permission to Video: Statistic for this Zip Code  
 Centralized Showing Service: Make Appointment

Contract Date: 9/23/2008	Opt Exp Date:	Sold Date: 10/16/2008	Sir Paid: \$ 0	Sld\$/Acre: \$ 271,575	SP: \$ 45,000
SO: MRRE01C Mr. Real Estate	(214)215-8283	(214)215-8283			Sld\$/SqFt: \$ 16.06
SA: 0445736 Kenneth Tate					SA Email: ken@mrrealestate.net
Closing Title Co: ALLEGIANCE TITLE		Mortgage Co: 0			
Third Party AP: No					
1st Fin: Cash	Yrs: 0	1st Loan Amt: \$ 0	Int Rt: 0.00%		
2nd Fin: Cash	2nd Yrs: 0	2nd Loan Amt: \$ 0	2nd Int Rt: 0.00%		

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 Purchased Richard + Elaine Miller

AS 6

MLS# 11322388 Expired 1918 S Beckley Avenue Dallas 75224-2148 LP: \$84,900



Click on Image for More Options

Category: Multi-Family Type: Fourplex  
 Area: 14'75" Map: DA\*0054\*  
 Subdv: Trinity Heights\* Lake Name:  
 County: Dallas\* Plan Dvlpmnt:  
 Parcel ID: 00000280876000000\* Legal: Trinity Heights Lot 4 Beckley  
 Lot: 4\* Blk: Multi Prcl: MUD Dist: N6 Unexempt Taxes: \$1184

Bldg SqFt: 2,802 /Tax: Appraiser's Yr Built: 1951\* / Pool:  
 Name: Preowned Stories: 2 No

Complex Name: n/a #Bldgs: 1 Occupancy Rate: % Security System:  
 #Units: 4 #Parking Spaces: 4 Handicap Amenities: No  
 Acres: 0.166\* Lot Dimen: 50X145 Will Subdivide: No  
 Media: 1/0/0 Property History: Y HOA: None HOA Dues: \$ /

Document Storage: Accessory Unit: Accessory Unit Type:  
 0/0/0

School District: Dallas ISD\*

Bus: Type: E Name: RUSSELL  
 Bus: Type: M Name: STOREY  
 Bus: Type: H Name: SOUTH OAKCL  
 Bus: Type: Name:

Gross Income: \$0 Insurance: \$0  
 Gross Expenses: \$ Gross Multiplier: 0.00  
 Net Income: \$0 Cap Rate: 0.00%

	Unit 1:	Unit 2:	Unit 3:	Unit 4:
Living Area:	10X12	10X12	10X12	10X12
Dining Area:	10X10	10X10	10X10	10X10
Kitchen:	10X10	10X10	10X10	10X10
Master BR:	10X11	10X10	10X11	10X10
Unit SqFt:	700	700	700	700
# Full Baths:	1	1	1	1
# Half Baths:	0	0	0	0
# Bedrooms:	1	1	1	1
Avg Lse Rt:	0	0	0	0
# Like Units:	3	3	3	3

Lot Description	Exterior Features	City Sewer	Other	Centralized Showing Service
Interior Lot	Balcony	City Water	Flooring	Combo Lockbox
Subdivision	Covered Porch(ee)	Curbs	Carpet	Go (Appt Svc only)
Construction	Type of Fence	Sidewalk	Heating/Cooling	
Brick	Chain Link	Interior Features	Window Unit	
Foundation	Parking/Garage	Cable TV Available	Other	
Pier & Beam	Unassigned Spaces	Kitchen Equipment	Possession	
Roof	Uncovered	Other	Closing/Funding	
Composition	Street/Utilities	Utility Room	Showing	

\*Property Description: Fourplex located approximately 5 miles South of Downtown Dallas. This property offers the convenience of being within minutes of major highways. Each unit offers 1 living area, 1 dining area, 1 bed, and 1 bath. There are two units up and two units down. All information is approximate and needs to be verified.

Public Driving Directions: Off of Hwy 35E, exit Illinois and go East, left on Beckley.  
 Private Remarks: SEND ALL OFFERS TO OFFERS@DALLASREO.COM OR FAX TO 469-429-0059. All offers MUST include a Lender Form, Lead Based Paint Addendum, Proof of Funds or a PreQual Letter. Email doni@airmail.net with any further questions.

Loan Type: Treat As Clear Bel: \$ Equity: \$ 84,900 Int Rate: % Pmt Type: Payment: \$  
 Lender: Orig Date: 2nd Mortg: No Possible Short Sale:  
 SUB: 0% BAC: 3% Var: No List Type: Exclusive Right to Sell/Lease CDOM: 574 DOM: 574 \* LD: 12/28/2009 \* XD: 7/25/2011  
 LO: RMD501 REMAX Dallas Suburbs (972)208-9200 Fax: (972)423-7296  
 LO Addr: 3915 McDermott Rd., Suite 100 Plano, TX 75025 Office Supervisor: Off email: hvy@ivboland.com Brk Lic#: 473859  
 LA: 0417219 Don Thompson (972)814-4024 Fax: (972)378-9209 LO Website: http://www.dallasuburbs.net  
 LA Cell: (972)814-4024 LA Voice Mail: Agent Other:  
 LA Email: doni@airmail.net  
 Listing Agent 2:  
 Preferred Title Co: Location:

Call: CSS Appbt: (817) 858-0055 X: Owner Name: See Agent  
 Keybox #: 0 Keybox Type: Seller Type: Individual(s) Occupancy: Vacant  
 Show Instr: Call CSS at 817-858-0055 to obtain the lockbox combination. Please do not adjust the thermostat, turn off all lights & Owner Permission to Video:  
 lock all doors. Centralized Showing Service: Make Appointment

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#57

Homes Rentals Mortgage REALTORS® Local Moving Advice

home us texas dallas,tx dallas county beckleyave 1918 s beckleyave

# 1918 S Beckley Ave

Dallas, TX 75224

Estimated Value

### Sold Price Not Available

Low mortgage rates. Refi with direct

Check Mortgage Rates

Status: Not For Sale  
House Size: 2,802 Sq Ft  
Lot Size: 7,231 Sq Ft Lot  
Year Built: 1951

No estimated value

Get Professional

Free agent and

Message (optional)

I would like to be  
FREE agent and

I'm planning to...

Sell Buy

First Name

Email



Share on:

Send Print

### Property History

### Property History

Date	Event	Price	Price/Sq.Ft.	Change	Referral
* 07/25/2011	Delisted	---	---	---	MLS #11322388
06/19/2011	Price Changed	\$84,900	\$30	-5.56%	MLS #11322388

6/23/2014

1918 S Beckley Ave, Dallas, TX 75224 - Public Property Records Search - realtor.com®

* 07/11/2010	Price Changed	\$89,900	\$32	-5.27%	MLS #11322388
* 06/11/2010	Price Changed	\$94,900	\$34	-5.01%	MLS #11322388
12/30/2009	Listed	\$99,900	\$36	---	MLS #11322388

### Property Taxes

Tax data from local public records.

No property tax history available for this property.

The Property Price and Tax history data displayed is obtained from public records and/or MLS feeds from the local jurisdiction in which the applicable property is located. As realtor.com® cannot guarantee that all public records and MLS data is accurate and error-free, it is important that you contact your REALTOR® directly in order to obtain the most up-to-date information available.



BDA  
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MLS# 11866162 Expired 1918 S Beckley Avenue Dallas 75224-2148 LP: \$75,000  
 Category: Multi-Family Type: Fourplex Orig LP: \$75,000  
 Area: 14/5 Map: DA0054/R Lake Name: Low:  
 Subdv: Trinity Heights Plan Dvlpmt; Lot/SqFt: \$26.77  
 County: Dallas Legal: Trinity Heights Lot 4 Beckley  
 Parcel ID: 0000028087600000 MUD Dist: No Unexempt Taxes: \$  
 Lot: 4 Blk: Multi Prcl: Appraiser's Name: Yr Built: 1951 / Preowned Stories: 2 Pool: No  
 Bldg SqFt: 2,802 /Tax Occupancy Rate: 0% Security System: No  
 Complex Name: n/a #Units: 4 #Bldgs: 1 Handicap Amenities: No  
 # Parking Spaces: 4 Acres: 0.166 Lot Dimen: 50X145 WMI Subdivide: No  
 Media: 1 / 0 / 0 Property History: Y HOA: None HOA Dues: \$ /  
 Document Storage: 6 / 0 / 0 Accessory Unit: Accessory Unit Type:



Click on Image for More Options

School District: Dallas ISD	Living Area:	Unit 1:	Unit 2:	Unit 3:	Unit 4:
Bus: Type: E Name: RUSSELL	Dining Area:	10X12	10X12	10X12	10X12
Bus: Type: M Name: STOREY	Kitchen:	10X10	10X10	10X10	10X10
Bus: Type: H Name: SOUTHOKCL	Master BR:	10X10	10X10	10X10	10X10
Bus: Type: Name:	Unit SqFt:	10X11	10X10	10X11	10X10
Gross Income: \$0	# Full Baths:	700	700	700	700
Gross Expenses: \$	# Half Baths:	1	1	1	1
Net Income: \$0	# Bedrooms:	0	0	0	0
Insurance: \$1	Avg Lse Rt:	0	0	0	0
Gross Multiplier: 0.00	# Live Units:	0	0	0	0
Cap Rate: 0.00%					

Lot Description	Covered Porch(es)	Sidewalk	No Air	Call-Key Box
Interior Lot	Type of Fence	Interior Features	Other	Centralized Showing Service
Some Trees	Chain Link	Cable TV Available	Special Notes	Combo Lockbox
Construction:	Parking/Garage	Kitchen Equipment	Owner/Agent	Contact Agent
Brick	Covered	Other	Proposed Financing	
Common Wall	Detached	Utility Room	Cash	
Wood	Rear	Other	Other	
Foundation	Unassigned Spaces	Flooring	Possession	
Pier & Beam	Street/Utilities	Carpet	Closing/Funding	
Roof	City Sewer	Laminate	Showing	
Composition	City Water	Wood Under Carpet	Agent Or Owner Present	
Exterior Features:	Curbs	Heating/Cooling	Appointment Service	

Property Description: Fourplex located approximately 5 miles South of Downtown Dallas. This property offers the convenience of being within minutes of major highways. Each unit offers 1 living area, 1 dining area, 1 bed, and 1 bath. There are two units up and two units down. All information is approximate and needs to be verified.

Public Driving Directions: Off of Hwy 35E, exit Illinois and go East, left on Beckley.  
 Loan Type: Treat As Clear Bal: \$ Equity: \$ 0 Int Rate: % Pmt Type: Payment: \$  
 Lender: Orig Date: 2nd Mortgage: No Possible Short Sale: No

iUB: 3% BAC: 3% Var: No List Type: Exclusive Right to Sell/Lease COOM: 124 DOM: 124 LD: 9/28/2011 XD: 1/30/2012  
 .O: RMD501 RE/MAX Dallas Suburbs (972)208-9200 Fax: (972)423-7296 Brk Lic#: 473859  
 .O Addr: 3915 McDermott Rd., Suite 100 Plano, TX 75025 Office Supervisor: Off email: hv@lvboland.com LO Website: http://www.dallas-suburbs.net  
 .A: 0417219 Don Thompson (972)814-4024 Fax: (972)378-9209  
 .A Cell: (972)814-4024 LA Voice Mail: LA Pager:  
 .A Email: don@calmail.net LA Website:  
 Listing Agent 2 Contact:  
 Preferred Title Co: North American Location: 8070 Park Ln, Dallas (214) 720-1020  
 Call: CSS Appt: (817) 858-0055 X: Owner Name: See Agent  
 Keybox #: 0001 Keybox Type: Combo Seller Type: Individual(s) Occupancy: Vacant

How Instr: Call CSS  
 Centralized Showing Service: Make Appointment  
 Owner Permission to Video: Statistic for this Zip Code

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AS

#6

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Contract Edit Goto Extras Payment System Help

Display contract: 9000810455

Contract: 9000810455  
Division: 03 Water  
Company Code: 1000 City of Dallas

Move-In and Move-Out Data

Installation:	7000266520	Meterized:	
	DALLAS, 1918 S. BECKLEY AVE		
Move-In Date:	01/24/2008		
Move-Out Date:	02/04/2008		

Scheduling Data

Start:	End:		
Renewal date:	No. res. units:	0	Ren. time unit:
Calc. date:	No. conc. units:	0	Calc. time unit:
Utility cond.:	Customer cond.:		Time customer: 00:00:00

EN Notes

Prints Window Contents

SAP

Opt-Out:

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PS10

Contract Edit Goto Extras Environment System Help

Display contract: 9001098220

Contract: 9001098220 Delete  
Division: 031 Water  
Company Code: 1000 City of Dallas

Move-In and Move-Out Data

Institution:	7000268510	Address:	
	DALLAS, 1918 S BECKLEY AVE		
Move-In Date:	03/24/2008		
Move-Out Date:	10/22/2008 *		

Scheduling Area

Start:	End:		
Renewal date:	No. ren. units: 0	Ren. time unit:	
Canc. Date:	No. can. units: 0	Canc. time unit:	
Utility coord:	Customer coord:	Time customer:	00:00:00

EN: Notes

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Contract Edit Goto Extras Environment System Help

Display contract: 9001214104

Contract: 9001214104  
Division: 03 Water  
Company Code: 1000 City of Dallas

Move-In and Move-Out Data

Installation	7000286510	Reference	<input type="checkbox"/>
	DALLAS, 1918 S HECKLEY AVE		
Move-In Date	10/23/2008		
Move-Out Date	10/28/2008		

Scheduling data

Start	End		
Renewal date	No. ren. units	0	Ren. time unit
Canc. Date	No. can. units	0	Canc. time unit
Utility cond.	Customer cond.		Time customer: 00:00:00

EN Notes

Prints Window Contents

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Contract Edit Quote Exrgs Environment System Help

Display contract: 9001216094

Contract: 9001216094  
Division: 03 Water  
Company Code: 1000 City of Dallas

Page: Page 2

Move-In and Move-Out Data

Installation:	7000266510
	DALLAS, 1918 S BECKLEY AVE
Move-In Date:	10/29/2008
Move-Out Date:	11/15/2011 *

Rescheduling Data

Start:	End:		
Reserved date:	No. ren. units:	0	Ren. time unit:
Canc. Date:	No. canc. units:	0	Canc. time unit:
Utility cond.:	Customer cond.:		Time customer: 00:00:00

SH Notes

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Opt-Out:

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pg 13

Contract ENR Getx Extras Equipment System Help

Display contract: 9001863367

Contract: 9001863367  
Division: 03 Water  
Company Code: 10001 City of Dallas

Move-In and Move-Out Date

Installation: 7000266510  
Address: DALLAS, 1918 S BECKLEY AVE  
Move-In Date: 05/29/2012  
Move-Out Date: \*

Scheduling data

Start	End	No. ren. units	Res. time unit
		0	

Calc. Date	No. calc. units	Calc. time unit
	0	

Utility cond: Customer cond: Time customer: 00:00:00

EN Notes

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City of Dallas

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 134-073

Data Relative to Subject Property:

Date: 5/29/14

Location address: 1918 S. Beckley Ave. Zoning District: CR

Lot No.: 4 Block No.: 11/3602 Acreage: .166 Census Tract: 81 54.00

Street Frontage (in Feet): 1) 50' (S. Beckley) 2) 3) 4)

SW 18

To the Honorable Board of Adjustment:

Owner of Property (per Warranty Deed): Eduardo and Maria Cabrera

Applicant: Robert Reeves Telephone: (214) 749-0530

Mailing Address: 900 Jackson St., Suite 160, Dallas, Texas Zip Code: 75202

E-mail Address: rob.reeves@sbcglobal.net

Represented by: Robert Reeves & Associates, Inc. Telephone: (214) 749-0530

Mailing Address: 900 Jackson St., Suite 160, Dallas, Texas Zip Code: 75202

E-mail Address: rob.reeves@sbcglobal.net

Affirm that a request has been made for a Variance, or Special Exception X, of A request to reinstate nonconforming use rights of multi-family use. (Section 51A-4.704(a)(2))

Application is now made to the Honorable Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to grant the described appeal for the following reason: The subject property was purchased in January 2012. The previous owners had left the property vacant for two years while they attempted to sell the property. The Cabrera's purchased the property with the full intention of operating the property as a 4-plex apartment building and currently the 4-plex apartment building is fully leased. After requesting a Certificate of Occupancy the owners were informed that the current zoning, (CR), did not allow multi-family use. We are requesting that the board consider the reinstatement of nonconforming use right of multi-family.

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

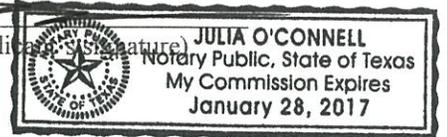
Before me the undersigned on this day personally appeared Robert Reeves

(Affiant/Applicant's signature)

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: (Signature) (Affiant/Applicant's signature)

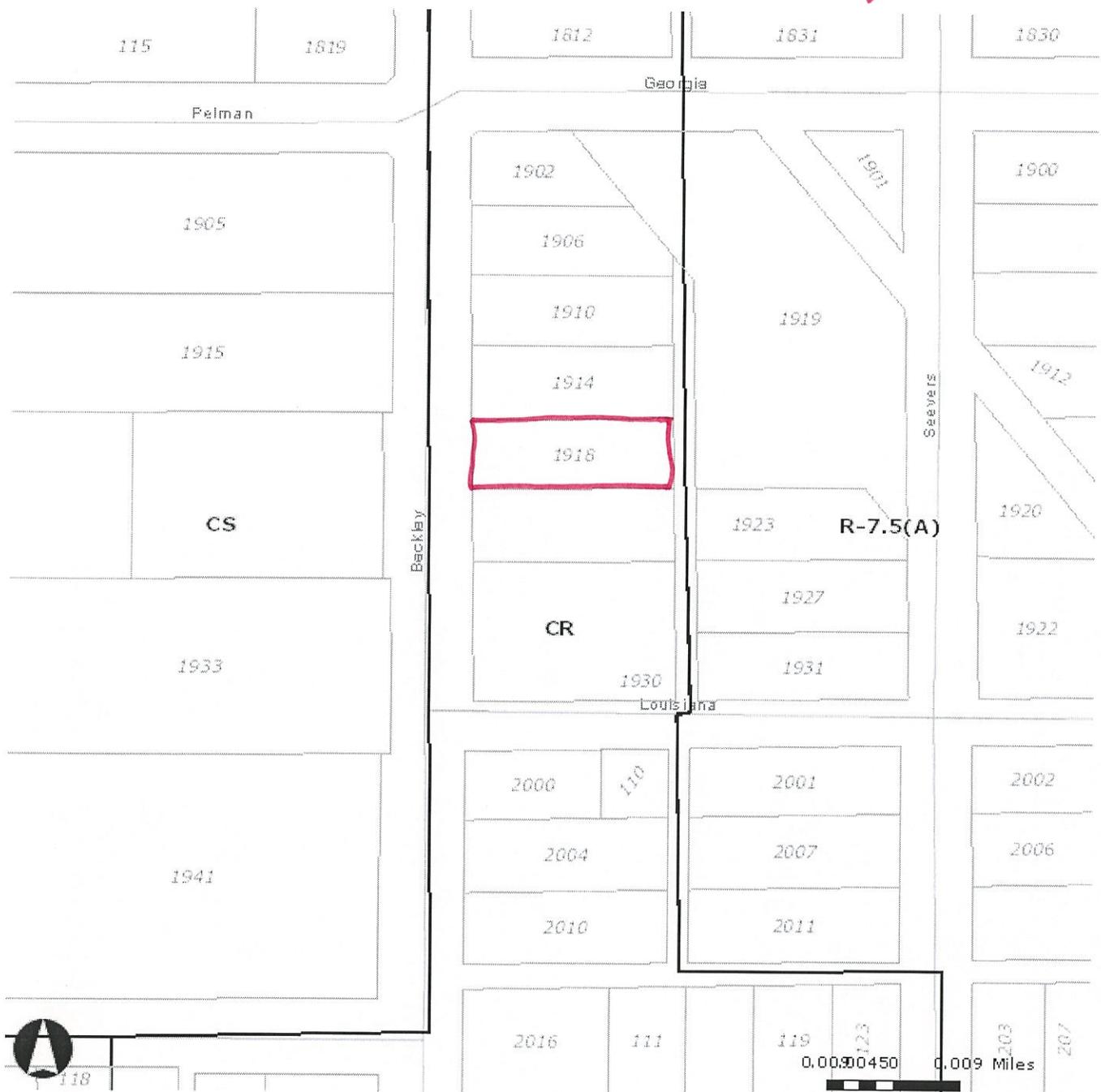
Subscribed and sworn to before me this 20 day of June, 2014.



Notary Public in and for Dallas County, Texas



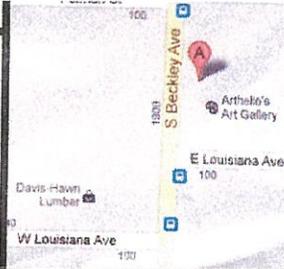
20





**Legal Description:**

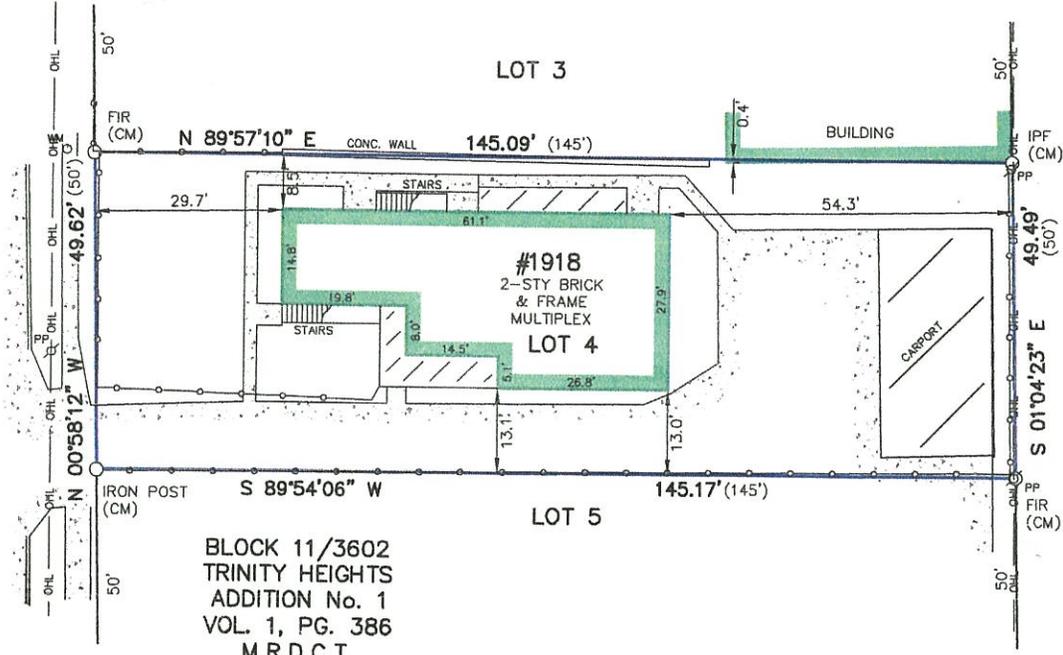
Lot 4, Block 11/3602, of TRINITY HEIGHTS ADDITION NO. 1, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 1, Page 386, Map Records of Dallas County, Texas.



**Address:** 1918 S. Beckley Avenue, Dallas, TX 75224

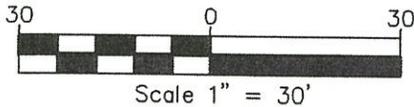
**Client Order #:** PC12632485

**Completed:** 01/30/12



**LEGEND**

- (CM).....CONTROL MONUMENT
- OHL.....OVERHEAD UTIL. LINES
- PP.....POWER POLE
- SRF.....STEEL ROD FOUND
- ( ).....PLAT CALLS
- WM.....WATER METER
- //--- WOOD FENCE
- o--- CHAIN LINK FENCE



I hereby certify that this plat represents the results of a survey made on the ground on the 27th day of January, 2012.

Signed 30th day of January, 2012

*Neil D. Culver*

BDA 134-073

**NOTES**

1. Bearings shown hereon are based on NAD83(CORS96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202) using the Geoshack "GeoNet" RTK GPS Network.

The convergence/mapping angle is 00°54'53" with a combined scale factor of 0.999866920.

2. There were no survey related exceptions in Schedule B, Commitment for Title Insurance, Title Resources Guaranty Company, GF No. PC12632485, Issued date: January 30, 2012.

**FLOOD NOTE**

Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Dallas County, Texas and Incorporated Areas, Map No. 48113C0480J, dated August 23, 2001. All of the subject property appears to be located in "Zone X" on said map. Relevant zone is defined on said map as follows: "Zone X" - Areas determined to be outside the 500-year floodplain.



City of Dallas

Zoning Board of Adjustment

Appeal to establish a compliance date for a nonconforming use.
Sec. 51A-4.704(a)(1)(A)

or

Appeal to reinstate a nonconforming use. Sec. 51A-4.704(a)(2)

SEC. 51A-4.704. NONCONFORMING USES AND STRUCTURES.

(a) Compliance regulations for nonconforming uses. It is the declared purpose of this subsection that nonconforming uses be eliminated and be required to comply with the regulations of the Dallas Development Code...

(1) Amortization of nonconforming uses.

(A) Request to establish compliance date. The city council may request that the board of adjustment consider establishing a compliance date for a nonconforming use. In addition, any person who resides or owns real property in the city may request that the board consider establishing a compliance date for a nonconforming use.

(2) The right to operate a nonconforming use ceases if the nonconforming use is discontinued for six months or more. The board may grant a special exception to this provision only if the owner can show that there was a clear intent not to abandon the use even though the use was discontinued for six months or more.

Property address: 1918 S. Beckley Ave.

1. The nonconforming use being appealed/reinstated: Multifamily
(The land use as stated on the Certificate of Occupancy. Copy of C.O. attached)

2. Reason the use is classified as nonconforming: Zoning change (Chap. 51A)
(Was there a change in zoning or in the use requirements.)

3. Current zoning of the property on which the use is located: CR (Chap. 51A)

4. Date the nonconforming use was discontinued: about April 29, 2009

5. Date that the nonconforming use became nonconforming: Feb. 4, 1987 (Chap. 51A)
(Date the property zoning or use requirements changed.)

6. Previous zoning of the property on which the use is located: GR (Chap. 51)
(Appplies if a zoning district change caused the use to become nonconforming.)

(Rev. 04/04/14)

ROBERT REEVES  
& Associates, Inc.

PLANNING AND ZONING CONSULTANTS

June 19, 2014

Todd Duerksen  
Building Inspection  
Department of Sustainable Development and Construction  
320 East Jefferson, Room 105  
Dallas, Texas 75203

RE: Application for a Special Exception to Reinstate a Nonconforming Use  
Maria & Eduardo Cabrera, 1918 S. Beckley Ave.

Dear Mr. Duerksen:

On behalf of my client, Maria & Eduardo Cabrera, I am submitting a request to reinstate the nonconforming use of multi-family for their property located at 1918 S. Beckley Ave.

The property at 1918 S. Beckley Ave. was constructed as a two story 4-plex apartment building with 2,802 square feet of living area built in 1955. There is also a detached cement carport totaling 270 square feet. The property is located in the Trinity Heights neighborhood, City Block 11/3602, Lot 4. The original zoning for the property was either GR or R-3 based on the April 6, 1955 Permit which served as a CO (Certificate of Occupancy) for the property, see attached Exhibit A. This was the only CO found of record for this property.

Either on March 29, 1965 or sometime thereafter, the property was rezoned to GR, (General Retail), a zoning district that permitted multi-family uses. During the city-wide zoning transition in July of 1989, the property was converted to CR, (Commercial Retail), a zoning district that does not permit residential uses other than "college dormitory, fraternity, or sorority house." From July 1989 to late 2008, the building was continuously used as rental property. According to the Dallas County Appraisal District, DCAD, this property is still considered residential.

On October 29, 2008 the subject property was purchased by Richard & Elaine Miller. Due to the continuing weak economy and subsequent credit freeze during this period it became difficult to lease and manage the property and the Miller's decided to sell the property. Five months later in April 2009 real estate agent Don Thompson of Re/Max Realty was retained to begin selling the property as use as a multi-family 4-plex apartment. They decided to leave the units vacant because they felt the apartment building would be easier to sell. Again, because of the troubled financial environment, tightened credit standards and on-going recession, sales efforts faltered resulting in the

unintended vacancy of the 4-plex for longer than had been anticipated, certainly longer than the six month grace period that Dallas Development Code allows before the use is deemed “nonconforming”. Attached are several documents obtained from the Miller’s as evidence that the property was ONLY marketed as multi-family and that there was a **clear intent not to abandon** the nonconforming multi-family use, even though the property remained vacant until Eduardo & Maria Cabrera’s purchased it in late January of 2012.

Exhibit B – ADDENDUM FOR SELLER’S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW. This Texas Real Estate Commission form is for residential properties only, executed by Elaine & Richard Miller on **April 6, 2009**.

Exhibit C – SELLER’S DISCLOSURE NOTICE. This Texas Association of Realtors form is required under Section 5.008, “Property Code requires a seller of residential property **of** \_\_\_\_\_ to deliver a Seller’s Disclosure Notice to the buyer on or before the effective date of a contract”, executed by Elaine & Richard Miller on **May 18, 2009**.

From late January 2011 through the Cabrera’s property purchase date of January 31, 2012, both the Cabrera’s and Miller’s continued to work on the purchase of the 1918 S. Beckley Ave. property for use as a 4-plex apartment building. The following documents are attached as evidence of the on-going purchase process, and additional evidence that there was a **clear intent not to abandon the multi-family nonconforming use**.

Exhibit D – BUYER’S WALK-THROUGH AND ACCEPTANCE FORM. This Texas Association of Realtor form is executed by Maria & Eduardo Cabrera on **January 28, 2011**, and then dated with a walk-through for 1/30/2012.

Exhibit E- Information About Brokerage Services and For Your Protection: Get a Home Inspection. These Texas Real Estate Commission and FHA forms were executed by Maria & Eduardo Cabrera on **April 2, 2011**.

Exhibit F – ADDITIONAL NOTICES TO BUYER. This is Page 5 of the SELLER’S DISCLOSURE NOTICE which indicates that what utilities are currently provided at 1918 S. Beckley, including water, electric, gas, and trash services. The information was provided by Elaine & Richard Miller and executed by Maria & Eduardo Cabrera on **April 11, 2011**.

Exhibit G – COMMITMENT FOR TITLE INSURANCE. Dated **January 17, 2012**, Shows that the Title Insurance for the subject property was for a one-to-four family residence.

Exhibit H - RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT. This Texas Association of Realtors form is again for residential property, the term of this agreement is from **March 25, 2011 to March 26, 2012** it is executed on **January 23, 2012**

by Don Thompson, Re/Max Dallas Suburbs Real Estate Agent and Maria & Eduardo Cabrera.

Exhibit I - ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE). This Texas Real Estate Commission form is required for purchase of a one to four family residential property, executed on January 28, 2012 by the sellers, Elaine & Richard Miller, and the buyers, Maria & Eduardo Cabrera. Clearly based on this sales contract, the intended use for this property was multi-family.

Exhibit J - SELLER'S DISCLOSURE NOTICE, please note page 5 of 5, which indicates that utilities were currently active and operational at 1918 S Beckley, including water, electric, gas, and trash services. Executed on January 28, 2012 by the sellers, Elaine & Richard Miller, and the buyers, Maria & Eduardo Cabrera. Clearly based on this sales contract, the intended use for this property was multi-family and the 4-plex was ready for tenants.

From the purchase date in January of 2012, the Cabrera's have maintained the property as a multi-family 4-plex apartment building, fully leasing the four units a few months after purchase. They have made approximately \$12,000 of improvements to the four units to increase the property's marketability as multi-tenant.

We do not believe that this request will impact adjacent properties. In fact, three of the properties on the same block, (1902, 1906 and 1910 S. Beckley), are defined as residential nonconforming use as they reside in the CR zoning district. We believe that this multi-family 4-plex apartment building fits the character of the surrounding area, as directly east of the property is a residential neighborhood zoned R-7.5(A). In addition, several of the neighbors have written letters in support of this appeal explaining that the property at 1918 S. Beckley Ave. has always operated as a multi-tenant property and that there are no objections to the continuance of its use of multi-tenant. See attached Letters of Support - Exhibit K.

We ask you to please accept this submitted evidence as proof in establishing that there was a clear intent not to abandon the nonconforming "multi-family" use for 1918 S. Beckley Ave. even though the use was discontinued for six months or more.

Sincerely:



Robert Reeves  
Robert Reeves & Associates



1819 S. Beckley, Four Unit Apartment



1918 S. Beckley, Four Unit Apartment



1918 S. Beckley, Four Unit Apartment

VALID ONLY WHEN ACCOMPANIED BY FEE RECEIPT

Zoning 4-18-3 DIVISION OF BUILDING INSPECTION  
 Fire Limits None PUBLIC WORKS DEPARTMENT  
 Occupancy H CITY OF DALLAS, TEXAS  
 Type Const. H **PERMIT**

Block No. 11/360  
 Lot No. 4-15  
50 x 125  
 Plans Sub. Yes  
 Inspector 12  
 Permit No. 3416

For the Erection, Remodeling, Repairing, Demolition of Buildings or Parts thereof as provided in the Dallas Building Ordinances

San. Map Page 561  
 Location 1918 So. Buckley  
 Use 4 unit apartment  
 Permit for Building for a story 4 unit apartment  
61' x 28' Bldg.

Owner of Land O. G. Norman 1923 Michigan

Owner of Improvements

Inspector

Remarks

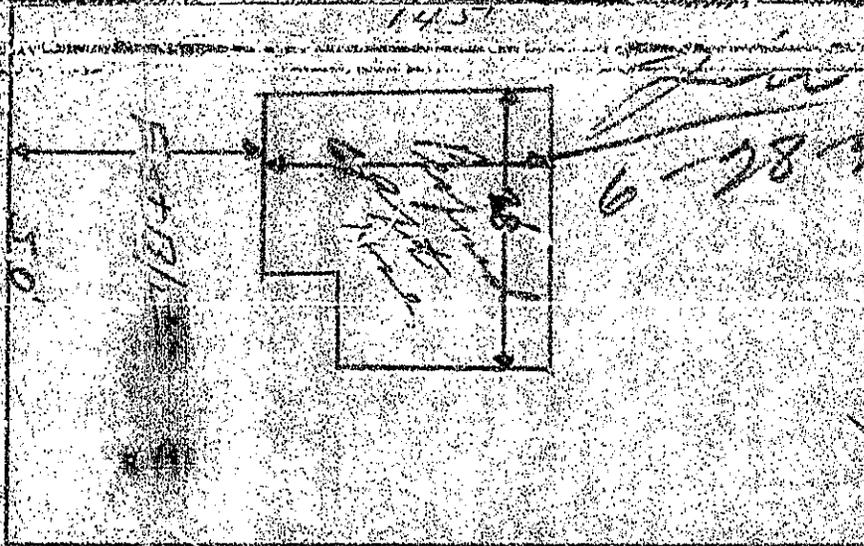
Found	Bsmt.	Bl.	Ht.	Stys.	Lav. <u>4</u> Shower
Ext. Walls	Int. Fin.	Floors			H. Bibb <u>3</u>
Roof	Elec. \$ <u>800.00</u>	1 elevators \$			Sinks <u>4</u>
Heating \$	Air Cond. \$	Spk. Sys. \$			Value of Pibg. \$ <u>2800</u>
Estimate Total Cost \$ <u>1450.00</u>	Butane				Application No. <u>1720</u>

Checked and approved subject to provisions of Note "A" below.

Carl A. Lambert  
 Chief of Building Inspection

By GB  
 Date 4-6-55

Total cu. ft. \_\_\_\_\_  
 Total sq. ft. \_\_\_\_\_  
 Sq. ft. add. \_\_\_\_\_  
 Val. cu. ft. \_\_\_\_\_  
 Val. sq. ft. \_\_\_\_\_  
 Total Val. \_\_\_\_\_  
 Add. Val. \_\_\_\_\_



Note A: This permit issued on the basis of information furnished in the application noted by number herein, and is subject to property restrictions, provisions of the Building Code, Zoning Ordinances and all other governing ordinances which must be complied with, whether or not herein specified. This permit is subject to cancellation upon notice as provided in the Building Code. This permit covers only work on private property and other work as specifically mentioned, and does not include the installation of signs, gasoline tanks, street gutters and paving for which a separate permit is required.

I HEREBY ACCEPT ALL CONDITIONS HEREIN ABOVE MENTIONED AND CERTIFY THAT ALL STATEMENTS HEREIN REGISTERED BY ME ARE TRUE.

Signed GB Norman

Permit Clerk [Signature]



ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 1918 S. Beckley Avenue, Dallas (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check on box only):
(a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain):
(b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
(a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents):
(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- 1. Buyer has received copies of all information listed above.
2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Handwritten signatures and dates for Buyer (Eduardo Cabrera, Maria Cabua), Seller (Richard Miller, Elaine Miller), and Listing Broker (Don Thompson) with dates 4/6/09.

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188; 1-800-250-8732 or (512) 459-6544 (http://www.trec.state.tx.us)

Handwritten note: Read + APPROVED

**Exhibit C – SELLER'S DISCLOSURE NOTICE**



**TEXAS ASSOCIATION OF REALTORS®  
SELLER'S DISCLOSURE NOTICE**

©Texas Association of REALTORS®, Inc. 2008

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 1918 S. Beckley Avenue, Dallas

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller  is  is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  \_\_\_\_\_ or  never occupied the Property

**Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)**

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring		<input checked="" type="checkbox"/>	
Carbon Monoxide Det.		<input checked="" type="checkbox"/>	
Ceiling Fans		<input checked="" type="checkbox"/>	
Cooktop		<input checked="" type="checkbox"/>	
Dishwasher		<input checked="" type="checkbox"/>	
Disposal		<input checked="" type="checkbox"/>	
Emergency Escape Ladder(s)		<input checked="" type="checkbox"/>	
Exhaust Fans		<input checked="" type="checkbox"/>	
Fences	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Fire Detection Equip.		<input checked="" type="checkbox"/>	
French Drain		<input checked="" type="checkbox"/>	
Gas Fixtures	<input checked="" type="checkbox"/>		

Item	Y	N	U
Gas Lines (Nat/LP)	<input checked="" type="checkbox"/>		
Hot Tub		<input checked="" type="checkbox"/>	
Intercom System		<input checked="" type="checkbox"/>	
Microwave		<input checked="" type="checkbox"/>	
Outdoor Grill		<input checked="" type="checkbox"/>	
Patio/Decking		<input checked="" type="checkbox"/>	
Plumbing System	<input checked="" type="checkbox"/>		
Pool		<input checked="" type="checkbox"/>	
Pool Equipment		<input checked="" type="checkbox"/>	
Pool Maint. Accessories		<input checked="" type="checkbox"/>	
Pool Heater		<input checked="" type="checkbox"/>	
Public Sewer System	<input checked="" type="checkbox"/>		

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder		<input checked="" type="checkbox"/>	
Rain Gutters			<input checked="" type="checkbox"/>
Range/Stove			<input checked="" type="checkbox"/>
Roof/Attic Vents			<input checked="" type="checkbox"/>
Sauna		<input checked="" type="checkbox"/>	
Smoke Detector			<input checked="" type="checkbox"/>
Smoke Detector – Hearing Impaired	<input checked="" type="checkbox"/>		
Spa		<input checked="" type="checkbox"/>	
Trash Compactor		<input checked="" type="checkbox"/>	
TV Antenna			<input checked="" type="checkbox"/>
Washer/Dryer Hookup			<input checked="" type="checkbox"/>
Window Screens		<input checked="" type="checkbox"/>	

Item	Y	N	U	Additional Information
Central A/C		<input checked="" type="checkbox"/>		<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Evaporative Coolers		<input checked="" type="checkbox"/>		number of units:
Wall/Window AC Units		<input checked="" type="checkbox"/>		number of units:
Attic Fan(s)		<input checked="" type="checkbox"/>		if yes, describe:
Central Heat		<input checked="" type="checkbox"/>		<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Other Heat		<input checked="" type="checkbox"/>		if yes describe:
Oven		<input checked="" type="checkbox"/>		number of ovens: <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney		<input checked="" type="checkbox"/>		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other:
Carport	<input checked="" type="checkbox"/>			<input type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage		<input checked="" type="checkbox"/>		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers		<input checked="" type="checkbox"/>		number of units: number of remotes:
Satellite Dish & Controls		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from
Security System		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from
Water Heater	<input checked="" type="checkbox"/>			<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: <u>unknown</u> number of units: <u>unknown</u>
Water Softener		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from
Underground Lawn Sprinkler		<input checked="" type="checkbox"/>		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered:
Septic / On-Site Sewer Facility		<input checked="" type="checkbox"/>		if yes, attach Information About On-Site Sewer Facility (TAR-1407)

Concerning the Property at 1918 S. Beckley Avenue, Dallas

Water supply provided by:  city  well  MUD  co-op  unknown  other: \_\_\_\_\_

Was the Property built before 1978?  yes  no  unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Composition Age: Construction (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  yes  no  unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes  no If yes, describe (attach additional sheets if necessary): \_\_\_\_\_

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N	Item	Y	N	Item	Y	N
Basement		N	Floors		X	Sidewalks		X
Ceilings		X	Foundation / Slab(s)		X	Walls / Fences		X
Doors		X	Interior Walls		X	Windows		X
Driveways		X	Lighting Fixtures		X	Other Structural Components		X
Electrical Systems		X	Plumbing Systems		X			
Exterior Walls		X	Roof		X			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N	Condition	Y	N
Aluminum Wiring		X	Previous Foundation Repairs		X
Asbestos Components		X	Previous Roof Repairs		X
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>		X	Other Structural Repairs		X
Endangered Species/Habitat on Property		X	Radon Gas		X
Fault Lines		X	Settling		X
Hazardous or Toxic Waste		X	Soil Movement		X
Improper Drainage		X	Subsurface Structure or Pits		X
Intermittent or Weather Springs		X	Underground Storage Tanks		X
Landfill		X	Unplatted Easements		X
Lead-Based Paint or Lead-Based Pt. Hazards		X	Unrecorded Easements		X
Encroachments onto the Property		X	Urea-formaldehyde Insulation		X
Improvements encroaching on others' property		X	Water Penetration		X
Located in 100-year Floodplain		X	Wetlands on Property		X
Located in Floodway		X	Wood Rot		X
Present Flood Ins. Coverage (If yes, attach TAR-1414)		X	Active infestation of termites or other wood destroying insects (WDI)		X
Previous Flooding into the Structures		X	Previous treatment for termites or WDI		X
Previous Flooding onto the Property		X	Previous termite or WDI damage repaired		X
Previous Fires		X	Termite or WDI damage needing repair		X
Previous Use of Premises for Manufacture of Methamphetamine		X			

Concerning the Property at 1918 S. Beckley Avenue, Dallas

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?  yes  no If yes, explain (attach additional sheets if necessary):

REPAIRS CARPET PAINT NEED CO SUBDIC  
\_\_\_\_\_  
\_\_\_\_\_

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- |  |  |
|--|--|
| <u>Y</u> <u>N</u>  |  |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.   |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Homeowners' associations or maintenance fees or assessments. If yes, complete the following:<br>Name of association: _____<br>Manager's name: _____ Phone: _____<br>Fees or assessments are: \$ _____ per _____ and are: <input type="checkbox"/> mandatory <input type="checkbox"/> voluntary<br>Any unpaid fees or assessment for the Property? <input type="checkbox"/> yes (\$ _____) <input type="checkbox"/> no<br>If the Property is in more than one association, provide information about the other associations below or attach information to this notice. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:<br>Any optional user fees for common facilities charged? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, describe: _____  |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.  |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any lawsuits or other legal proceedings directly or indirectly affecting the Property.   |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.  |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any condition on the Property which materially affects the health or safety of an individual.  |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.<br>If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).   |

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initialed by: Seller: EM and Buyer: EC MC

Concerning the Property at 1918 S. Beckley Avenue, Dallas

Section 6. Seller  has  has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: \_\_\_\_\_
- Unknown

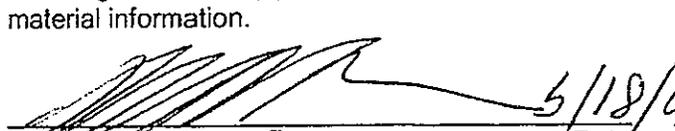
Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: \_\_\_\_\_

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller:  Date: 5/18/09  
 Signature of Seller:  Date: 5/18/09  
 Printed Name: RICHARD MILLER Printed Name: ELAINE MILLER



**Ins.**

... requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

# Information About Brokerage Services

**B**efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

**IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

**IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

**IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

*Christine W. Cohen*

*Marcia Cabana*

*09/02/2011*

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



01A

TREC No. OP-K

**CAUTION**

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 07/31/2009)

# For Your Protection: Get a Home Inspection

## Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

## Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

## FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

## Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

## Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



*Eduardo Cabrera Maria Cabrera*  
Signature Eduardo Cabrera and  
Maria Cabrera

Date

0702 2011

HUD-92564-CN (6/06)

**CAUTION**

**Exhibit F -- ADDITIONAL NOTICES TO BUYER**

Concerning the Property at 1918 S. Becklev Avenue, Dallas

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.bxdps.state.tx.us](http://www.bxdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: TXU Energy

Sewer: City of Dallas

Water: City of Dallas

Cable: Time Warner Cable

Trash: City of Dallas

Natural Gas: ATMOS Energy

Local Phone: \_\_\_\_\_

Propane: N/A

- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice and acknowledges the property complies with the smoke detector requirements of Chapter 766, Health and Safety Code, or, if the property does not comply with the smoke detector requirements of Chapter 766, the buyer waives the buyer's rights to have smoke detectors installed in compliance with Chapter 766.

Eduardo Cabreris      4-11-11  
Signature of Buyer      Date  
Printed Name: Eduardo Cabreris

Maria Cabreris      4-11-11  
Signature of Buyer      Date  
Printed Name: Maria Cabreris

**Exhibit G – COMMITMENT FOR TITLE INSURANCE.**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

Effective Date: **January 17, 2012,**

G.F. No. or File No. **PC12632485**

Commitment No. \_\_\_\_\_ issued: ,  
(if applicable)

1. The policy or policies to be issued are:
  - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED:
  - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE -  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: **\$62,000.00**  
PROPOSED INSURED: **Eduardo Cabrera and Maria Cabrera**
  - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-  
2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (f) OTHER  
Policy Amount:  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:  
**Richard Miller and Elaine Miller**
4. Legal description of the land:  
**Lot 4, Block 11/3602, of TRINITY HEIGHTS ADDITION NO. 1, an Addition to the City of  
Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 1, Page 386,  
Map Records of Dallas County, Texas.**



TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2006

1. PARTIES: The parties to this agreement are:

Client: Eduardo Cabrera and Maria Cabrera
Address:
City, State, Zip: Dallas, TX
Phone: (469)556-8216 Fax:
E-Mail: Pixie1273@yahoo.com

Broker: Re/Max Dallas Suburbs Don Thompson
Address: 4032 McDermontt Suite 100
City, State, Zip: Dallas, TX 75024
Phone: (972)814-4024 Fax: (214)594-0520
E-Mail: donii@airmail.net

2. APPOINTMENT: Client grants to Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the market area.

3. DEFINITIONS:

- A. "Acquire" means to purchase or lease.
B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.
C. "Market area" means that area in the State of Texas within the perimeter boundaries of the following areas: Dallas/Ft. Worth area
D. "Property" means any interest in real estate including but not limited to properties listed in a multiple listing service or other listing services, properties for sale by owners, and properties for sale by builders.

4. TERM: This agreement commences on March 25, 2011 and ends at 11:59 p.m. on March 26, 2012

5. BROKER'S OBLIGATIONS: Broker will: (a) use Broker's best efforts to assist Client in acquiring property in the market area; (b) assist Client in negotiating the acquisition of property in the market area; and (c) comply with other provisions of this agreement.

6. CLIENT'S OBLIGATIONS: Client will: (a) work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker; (b) inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and (c) comply with other provisions of this agreement.

7. REPRESENTATIONS:

- A. Each person signing this agreement represents that the person has the legal capacity and authority to bind the respective party to this agreement.
B. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area.

- C. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.
- D. Name any employer, relocation company, or other entity that will provide benefits to Client when acquiring property in the market area: n/a

8. INTERMEDIARY: (Check A or B only.)

- A. **Intermediary Status:** Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.
- (1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.
- (2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.
- (3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 8A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- B. **No Intermediary Status:** Client does not wish to be shown or acquire any of Broker's listings.

**Notice:** If Broker acts as an intermediary under Paragraph 8A, Broker and Broker's associates:

- ◆ may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;
- ◆ may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;
- ◆ may not disclose any confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◆ shall treat all parties to the transaction honestly; and
- ◆ shall comply with the Real Estate License Act.

9. **COMPETING CLIENTS:** Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the term of this agreement and after it ends, represent such other prospects, show the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire.

10. **CONFIDENTIAL INFORMATION:**

- A. During the term of this agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.
- B. Unless otherwise agreed or required by law, a seller or the seller's agent is not obliged to keep the existence of an offer or its terms confidential. If a listing agent receives multiple offers, the listing agent is obliged to treat the competing buyers fairly.

Buyer/Tenant Representation Agreement between Eduardo Cabrera and Maria Cabrera & Don Thompson of Re/Max Dallas Suburbs

## 11. BROKER'S FEES:

- A. Commission: The parties agree that Broker will receive a commission calculated as follows:  
 (1) 3.000 % of the gross sales price if Client agrees to purchase property in the market area; and  
 (2) if Client agrees to lease property in the market a fee equal to (check only one box):  \_\_\_\_\_ % of one month's rent or  \_\_\_\_\_ % of all rents to be paid over the term of the lease.
- B. Source of Commission Payment: Broker will seek to obtain payment of the commission specified in Paragraph 11A first from the seller, landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.
- C. Earned and Payable: A person is not obligated to pay Broker a commission until such time as Broker's commission is *earned and payable*. Broker's commission is *earned* when: (1) Client enters into a contract to buy or lease property in the market area; or (2) Client breaches this agreement. Broker's commission is *payable*, either during the term of this agreement or after it ends, upon the earlier of: (1) the closing of the transaction to acquire the property; (2) Client's breach of a contract to buy or lease a property in the market area; or (3) Client's breach of this agreement. If Client acquires more than one property under this agreement, Broker's commissions for each property acquired are earned as each property is acquired and are payable at the closing of each acquisition.
- D. Additional Compensation: If a seller, landlord, or their agents offer compensation in excess of the amount stated in Paragraph 11A (including but not limited to marketing incentives or bonuses to cooperating brokers) Broker may retain the additional compensation in addition to the specified commission. Client is not obligated to pay any such additional compensation to Broker.
- E. Acquisition of Broker's Listing: Notwithstanding any provision to the contrary, if Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker's listing agreement with the owner and Client will have no obligation to pay Broker.
- F. In addition to the commission specified under Paragraph 11A, Broker is entitled to the following fees.  
 (1) Construction: If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client ensures that Broker will receive from Client or the contractor(s) at the time the construction is substantially complete a fee equal to: \_\_\_\_\_  
 (2) Service Providers: If Broker refers Client or any party to a transaction contemplated by this agreement to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.  
 (3) Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- G. Protection Period: "Protection period" means that time starting the day after this agreement ends and continuing for 90 days. Not later than 10 days after this agreement ends, Broker may send Client written notice identifying the properties called to Client's attention during this agreement. If Client or a relative of Client agrees to acquire a property identified in the notice during the protection period, Client will pay Broker, upon closing, the amount Broker would have been entitled to receive if this agreement were still in effect. This Paragraph 11G survives termination of this agreement. This Paragraph 11G will not apply if Client is, during the protection period, bound under a representation agreement with another broker who is a member of the Texas Association of REALTORS® at the time the acquisition is negotiated and the other broker is paid a fee for negotiating the transaction.
- H. Escrow Authorization: Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this agreement to collect and disburse to Broker all amounts payable to Broker.
- I. County: Amounts payable to Broker are to be paid in cash in Collin County, Texas.

Buyer/Tenant Representation Agreement between Eduardo Cabrera and , Maria Cabrera & Don Thompson of Re/Max Dallas Suburbs

12. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this agreement or any transaction related to or contemplated by this agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

13. **DEFAULT:** If either party fails to comply with this agreement or makes a false representation in this agreement, the non-complying party is in default. If Client is in default, Client will be liable for the amount of compensation that Broker would have received under this agreement if Client was not in default. If Broker is in default, Client may exercise any remedy at law.

14. **ATTORNEY'S FEES:** If Client or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

15. **LIMITATION OF LIABILITY:** Neither Broker nor any other broker, or their associates, is responsible or liable for Client's personal injuries or for any loss or damage to Client's property that is not caused by Broker. Client will hold broker, any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.

16. **ADDENDA:** Addenda and other related documents which are part of this agreement are:

- Information About Brokerage Services
- Protecting Your Home from Mold
- Information Concerning Property Insurance
- General Information and Notice to a Buyer
- Protect Your Family from Lead in Your Home
- Information about Special Flood Hazard Areas
- For Your Protection: Get a Home Inspection

17. **SPECIAL PROVISIONS:**

18. **ADDITIONAL NOTICES:**

- A. Broker's fees and the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS® or any listing service.
- B. Broker's services are provided without regard to race, color, religion, national origin, sex, disability or familial status.
- C. Broker is not a property inspector, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services in any acquisition.
- D. If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain a title policy.
- E. Buyer may purchase a residential service contract. Buyer should review such service contract for the scope of coverage, exclusions, and limitations. The purchase of a residential service contract is optional. There are several residential service companies operating in Texas.
- F. Broker cannot give legal advice. This is a legally binding agreement. **READ IT CAREFULLY.** If you do not understand the effect of this agreement, consult your attorney **BEFORE** signing.

Re/Max Dallas Suburbs 0473859  
Broker's Printed Name License No.

Eduardo Cabrera  
Client Date  
Eduardo Cabrera and

By: [Signature] 01/23/2012  
Broker's Associate's Signature Date  
Don Thompson

Maria Cabrera  
Client Date  
Maria Cabrera

Exhibit I - ONE TO FOUR FAMILY RESIDENTIAL CONTRACT

02-14-2011



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are next Richard & Elane Miller & Don R. and Eduardo Cabrera and Maria Cabrera IRA 2378 (Seller) and (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY:

A. LAND: Lot 4 Block Trinity Heights Addition, City of Dallas, County of Dallas, Texas, known as 1918 S. Beckley Ave. 75224-2146 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: n/a

The land, improvements and accessories are collectively referred to as the "Property".

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 62,000
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ 65,000.00
C. Sales Price (Sum of A and B) \$ 65,000.00

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

[ ] A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium).

(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s), (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

[ ] (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

[ ] (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

[ ] B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

[ ] C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$1,000.00 as earnest money with Hexter Fair Title Company as escrow agent, at 8070 Park Lane, Suite 200 Dallas Tx 75231 (address). Buyer shall deposit additional earnest money of \$ with escrow agent within

TAR 1601 Initialed for identification by Buyer and Seller TREC NO. 20-10
REMAX Premier Properties 2100 Dallas Parkway, Ste. 102 Plano, TX 75093
Produced with zipForm by zipLogix 16070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Handwritten signature: READ + APPROVED P.

ME  
X E.C.  
X E.C.  
ME  
P:

0 days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

Hexter Fair Title Company

A. TITLE POLICY: Seller shall furnish to Buyer at  Seller's  Buyer's expense an owner policy of title insurance (Title Policy) issued by Hexter Fair Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

(1) Within 10 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date.

(2) Within \_\_\_\_\_ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly

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reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

- (2) PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP: The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used for each association.
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

#### 7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

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**B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**  
(Check one box only)

- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Seller is not required to furnish the notice under the Texas Property Code.

**C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

**D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)**

- (1) Buyer accepts the Property in its present condition.
- (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense shall complete the following specific repairs and treatments: \_\_\_\_\_

\_\_\_\_\_ (Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs.)

**NOTICE TO BUYER AND SELLER:** Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

**E. LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

**F. COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.

**G. ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

**H. RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ \_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

**8. BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements. *MC EC Q*

**9. CLOSING:**

**A.** The closing of the sale will be on or before 01/30/2012, \_\_\_\_\_, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

**B. At closing:**

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

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- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted:  upon closing and funding  according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.) 1) One principle in the transaction is a licensed real estate agent in the state of Texas. 2) Seller agree to pay all closing cost.

*ME IF SELLERS ARE UNABLE TO DELIVER CLEAR TITLE POLICY TO BUYERS EARNEST MONEY FROM PREVIOUS CONTRACT DATED 01/12/2011 IS RETURNED TO BUYERS. EARNEST MONEY*

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ \_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Finding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

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 (Address of Property)

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion  will  will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. **ESCROW:**

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a

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release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: See Agent To Seller at: See Agent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: (972) 814-4024

Facsimile: \_\_\_\_\_ Facsimile: (214) 594-0520

E-mail: donii@airmail.net E-mail: donii@airmail.net

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Contract Concerning 1918 S. Beckley Ave. Dallas, Tx 75224-2146 Page 1 of 1  
 (Address of Property)

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- |   |   |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval                                     | <input type="checkbox"/> Addendum for "Back-Up" Contract  |
| <input type="checkbox"/> Seller Financing Addendum  | <input type="checkbox"/> Addendum for Coastal Area Property   |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum   |
| <input type="checkbox"/> Buyer's Temporary Residential Lease  | <input type="checkbox"/> Seller's Temporary Residential Lease   |
| <input type="checkbox"/> Loan Assumption Addendum   | <input type="checkbox"/> Short Sale Addendum  |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer   | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway  |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                | <input checked="" type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |

Other (list): \_\_\_\_\_

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ \_\_\_\_\_ (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee  will  will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. **CONSULT AN ATTORNEY:** TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: \_\_\_\_\_

Seller's Attorney is: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

EXECUTED the 28 day of JANUARY, 2012 (EFFECTIVE DATE).  
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE)

Eduardo Cabrera  
 Buyer Eduardo Cabrera and  
Maria Cabrera  
 Buyer Maria Cabrera

Richard & Elaine Miller  
 Seller Richard & Elaine Miller &  
Don Thompson  
 Seller Don Thompson

READ + APPROVED  
 TS FBO  
 DON  
 THOMPSON  
 IRA 237

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188. (512) 459-6544 (http://www.trec.state.tx.us) TREC NO. 20-9. This form replaces TREC NO. 20-8.

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Dallas, Tx 75224-2146  
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**BROKER INFORMATION**

Other Broker Firm	License No.	<u>Re/Max Dallas Suburbs</u>	<u>0473859</u>
		Listing Broker Firm	License No.
represents <input type="checkbox"/> Buyer only as Buyer's agent		represents <input type="checkbox"/> Seller and Buyer as an intermediary	
<input type="checkbox"/> Seller as Listing Broker's subagent		<input checked="" type="checkbox"/> Seller only as Seller's agent	
Licensed Supervisor of Associate	Telephone	<u>Ivy Boland</u>	<u>(972) 208-9200</u>
		Listing Supervisor of Associate	Telephone
Associate	Telephone	<u>Don Thompson</u>	<u>(972) 814-4024</u>
		Listing Associate	Telephone
Other Broker's Address	Facsimile	<u>4032 McDermott Rd. #100</u>	
		Listing Broker's Office Address	Facsimile
City	State	<u>Plano</u>	<u>TX</u>
		City	State
	Zip		<u>75024</u>
			Zip
Associate Email Address		<u>donii@arimail.net</u>	
		Listing Associate's Email Address	
		Selling Associate	Telephone
		Selling Associate's Office Address	Facsimile
		City	State
			Zip
		Selling Associate's Email Address	

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of \$ N/A (Option Fee) in the form of \_\_\_\_\_ is acknowledged.  
 Seller or Listing Broker \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_ is acknowledged.  
 Escrow Agent: N/A Date: \_\_\_\_\_  
 By: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Facsimile: \_\_\_\_\_

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**Exhibit J - SELLER'S DISCLOSURE NOTICE**



**TEXAS ASSOCIATION OF REALTORS®  
SELLER'S DISCLOSURE NOTICE**

Section 6.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 1918 S. Berkeley Dallas TX

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller  is  is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  or  never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)  
This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring			X
Carbon Monoxide Det.			X
Ceiling Fans			X
Cooktop		X	
Dishwasher		X	
Disposal			X
Emergency Escape Ladder(s)		X	
Exhaust Fans			X
Fences	X		
Fire Detection Equip.			X
French Drain			X
Gas Fixtures			X
Natural Gas Lines	X		

Item	Y	N	U
Liquid Propane Gas:			X
-LP Community (Cap/ive)			X
-LP on Property			X
Hot Tub		X	
Intercom System		X	
Microwave		X	
Outdoor Grill		X	
Patio/Decking		X	
Plumbing System		X	
Pool		X	
Pool Equipment		X	
Pool Maint. Accessories		X	
Pool Heater		X	

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			X
Rain Gutters			X
Range/Stove			X
Roof/Attic Vents			X
Sauna			X
Smoke Detector			X
Smoke Detector - Hearing Impaired		X	
Spa			X
Trash Compactor			X
TV Antenna			X
Washer/Dryer Hookup			X
Window Screens			X
Public Sewer System	X		

Item	Y	N	U	Additional Information
Central A/C		X		<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers		X		number of units: _____
Wall/Window AC Units		X		number of units: _____
Attic Fan(s)		X		if yes, describe: _____
Central Heat		X		<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat		X		if yes, describe: _____
Oven		X		number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney		X		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport	X			<input type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage		X		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers		X		number of units: _____ number of remotes: _____
Satellite Dish & Controls		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater		X		<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler		X		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility		X		if yes, attach information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 9-01-11

Initiated by: Seller: RJA El/ME and Buyer: E.C. ME

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RE/MAX Premier Properties 2100 Delta Parkwy, Ste. 102 Plano, TX 75093

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Phone: 972.314.4024

Fax:

Unidoc

Concerning the Property at 1918 S. Bentley Ave Dallas TX  
 Water supply provided by:  city  well  MUD  co-op  unknown  other: \_\_\_\_\_  
 Was the Property built before 1978?  yes  no  unknown  
 (If yes, complete, sign, and attach TAR-1908 concerning lead-based paint hazards).  
 Roof Type: unknown Age: unknown (approximate)  
 Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  
 yes  no  unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes  no If yes, describe (attach additional sheets if necessary): missing water stains in wall and floor

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement			Floors			Sidewalks		
Ceilings <u>holes</u>			Foundation / Slab(s)			Walls / Fences		
Doors <u>kicked in</u>			Interior Walls <u>holes</u>			Windows <u>Broken</u>		
Driveways			Lighting Fixtures			Other Structural Components		
Electrical Systems			Plumbing Systems <u>missing</u>					
Exterior Walls <u>holes</u>			Roof					

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): see notes above

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring			Previous Foundation Repairs		
Asbestos Components			Previous Roof Repairs		
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>			Other Structural Repairs		
Endangered Species/Habitat on Property			Radon Gas		
Fault Lines			Settling <u>show in brick work</u>		
Hazardous or Toxic Waste			Soil Movement		
Improper Drainage			Subsurface Structure or Pits		
Intermittent or Weather Springs			Underground Storage Tanks		
Landfill			Unplatted Easements		
Lead-Based Paint or Lead-Based Pt. Hazards			Unrecorded Easements		
Encroachments onto the Property			Urea-formaldehyde Insulation		
Improvements encroaching on others' property			Water Penetration		
Located in 100-year Floodplain			Wetlands on Property		
Located in Floodway			Wood Rot <u>stairs</u>		
Present Flood Ins. Coverage (If yes, attach TAR-1414)			Active Infestation of termites or other wood destroying insects (WDI)		
Previous Flooding into the Structures			Previous treatment for termites or WDI		
Previous Flooding onto the Property			Previous termite or WDI damage repaired		
Previous Fires			Termite or WDI damage needing repair		
Previous Use of Premises for Manufacture of Methamphetamine			Single Blockable Main Drain in Pool/Hot Tub/Spa*		

(TAR-1406) 9-01-11

Initialed by Seller: RM EM and Buyer: C.C.MC

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Page 2 of 5  
 Untitled

Concerning the Property at \_\_\_\_\_

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): SEE RIDES

ADDITION

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?  yes  no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- |  |   |
|--|---|
| <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> | <p>Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.</p> <p>Homeowners' associations or maintenance fees or assessments. If yes, complete the following:<br/> Name of association: _____<br/> Manager's name: _____ Phone: _____<br/> Fees or assessments are: \$ _____ per _____ and are: <input type="checkbox"/> mandatory <input type="checkbox"/> voluntary<br/> Any unpaid fees or assessment for the Property? <input type="checkbox"/> yes (\$ _____) <input type="checkbox"/> no<br/> If the Property is in more than one association, provide information about the other associations below or attach information to this notice.</p> <p>Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:<br/> Any optional user fees for common facilities charged? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, describe: _____</p> <p>Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.</p> <p>Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)</p> <p>Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.</p> <p>Any condition on the Property which materially affects the health or safety of an individual.</p> <p>Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.<br/> If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).</p> <p>Any rainwater harvesting system connected to the property's public water supply that is able to be used for indoor potable purposes.</p> |
|--|---|

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

(TAR-1406) 9-01-11

Initialed by: Seller: RM, EM and Buyer: E.C., ME

Page 3 of 5

Concerning the Property at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 6. Seller  has  has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: \_\_\_\_\_
- Unknown

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: plumbing + JANORALIN

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller: Elaine Miller Date: 1/30/12  
 Signature of Seller: [Signature] Date: 1/30/12  
 Printed Name: Richard Miller, Elaine Miller Printed Name: Don Thompson

(TAR-1406) 9-01-11 Initialed by: Seller: RM, EM and Buyer: E.C., MC Page 4 of 5

Concerning the Property at 1918 S. Beckley Dallas TX

**ADDITIONAL NOTICES TO BUYER:**

(1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.tdps.state.tx.us](http://www.tdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.

(2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

(3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(4) The following providers currently provide service to the property:

Electric: <u>TXU</u>	phone #: _____
Sewer: <u>City of Dallas</u>	phone #: _____
Water: <u>City of Dallas</u>	phone #: _____
Cable: <u>unknown</u>	phone #: _____
Trash: <u>City of Dallas</u>	phone #: _____
Natural Gas: <u>AT&amp;T ENERGY</u>	phone #: _____
Phone Company: _____	phone #: _____
Propane: <u>N/A</u>	phone #: _____

(5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

<u>Eduardo Cabrera</u>	_____	<u>Maria Cabrera</u>	_____
Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: <u>Eduardo Cabrera</u>		Printed Name: <u>Maria Cabrera</u>	

(TAR-1406) 9-01-11

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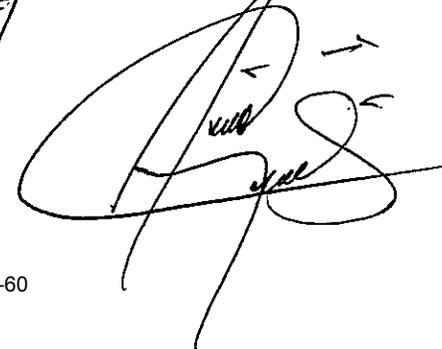
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9.

No Ferman Cerdas tengo negocio  
en la Dirección 2001 S. Beckett, No.  
75224 Dallas Tx. y tengo apro.  
Ximadamente de 13-18 en el mismo  
y q no sepa siempre han sido  
apartamentos la propiedad.  
1918 S. Beckett Av.  
q practicamente estan  
cos enfrente de mi negocio.

Atf: su servidor.

Ferman Cerdas



Parraiso Shop  
2001 S. Beckett Ave.  
Dallas, TX 75224  
15 years of experience & quality  
Tel: 214-943-6679

# 9 Translation:

I am Ferman Ceradros, I have a business at 2001 S. Beckley Av. 75224 Dallas Tx. There have always been apartments on the property, no a business. 1918 S. Beckley Ave is virtually in front of my business.

# 10 Translation:

I am Lilia Serrato,, I have a business at 2009 S. Beckley. My business is faces 1918 S. Beckley Ave. That property has 4 apartments. They have always been apartments. Never a house or business.

10.

Yo, Lilia Serrato, tengo un negocio en 2009 S. Beckley. Mi negocio esta cerca de la propiedad 1918 S. Beckley ave. Esa propiedad hay 4 apartamentos. Siempre an sido apartamentos. Nunca a sido casa o negocio.

Lilia Serrato  
27 March 2014

Restaurante Y Taqueria Lilia  
2009 S. Beckley ave.  
214-942-0340

# City of Dallas Zoning

## 1918 Beckley



**Letters of Support**

- 1 – Para Motors, 1819 S. Beckley Ave., Jesus Martinez
- 2 – A’S Auto Parts, 1810 S. Beckley Ave., Antonio M. Silva
- 3 – Mas Motors, 1919 S. Beckley Ave., Antonio Esquivel
- 4 – Subject Property, 1918 S. Beckley Ave., Maria & Eduardo Cabrera
- 5 – Rogelio Jove, 1914 S. Beckley Ave., Beckley Garage
- 6 – Rogelio Jove, 1910 S. Beckley Ave., Single Family Residential, nonconforming
- 7 – Rogelio Jove, 1906 S. Beckley Ave., Single Family Residential, nonconforming
- 9 – Parraiso Tire Shop, Fernando Cuardos, 2001 S. Beckley Ave
- 10 – Restaurante Y Taqueria Lilia, 2009 S. Beckley Ave., Lilia Serrato

**Single Family Residential, nonconforming properties:**

- 6 –1910 S. Beckley Ave., Single Family Residential, nonconforming
- 7 –1906 S. Beckley Ave., Single Family Residential, nonconforming
- 8 – 1902 S. Beckley Ave., Single Family Residential, nonconforming

# 1 Translation:

I am Jesus Martinez, I have a business at 1819 S. Beckley Ave, Dallas, Texas 75224. The property at 1918 S. Beckley Ave are 4 apartments. They have always been apartments and not a business.

Parra Motors 1.

Yo Jesus Martinez  
tengo un negocio en  
1819 S Beckley ave Dallas Tx  
75224. La propiedad  
1918 S Beckley ave son  
4 apartamentos, siempre  
han sido apartamentos,  
nunca un negocio o casa.

Jesus Martinez-214948-1541  
firma y fecha

To Whom it may concern,

2.

I Antonio M. Silva, owner of A'S Auto Parts since 2006 and located at 1810 south Beckley ave. and neighbor of owner at 1918 south Beckley ave that are and has been apartments and not a house or bussiness since the time we have been in this location

  
Antonio M. Silva

A'S Auto Parts (214-732-8469)  
1810 South Beckley ave  
Dallas, Texas 75224

March 27,2014



# 5,6,7 Translation:

I am Rogelio Jove, I have a business, Beckley Garage at 1914 S. Beckley. The property at 1914 S. Beckley are apartments. They have always been apartments, not a business.

Yo Rogelio Jove tengo un negocio, Beckley Garage con mi propiedad tengo 30 Años en 1914 S.Beckely. La propiedad 1918 S. Beckley Ave. son 4 apartamentos. Siempre a sido aparatamentos nunca un negocio o casa.

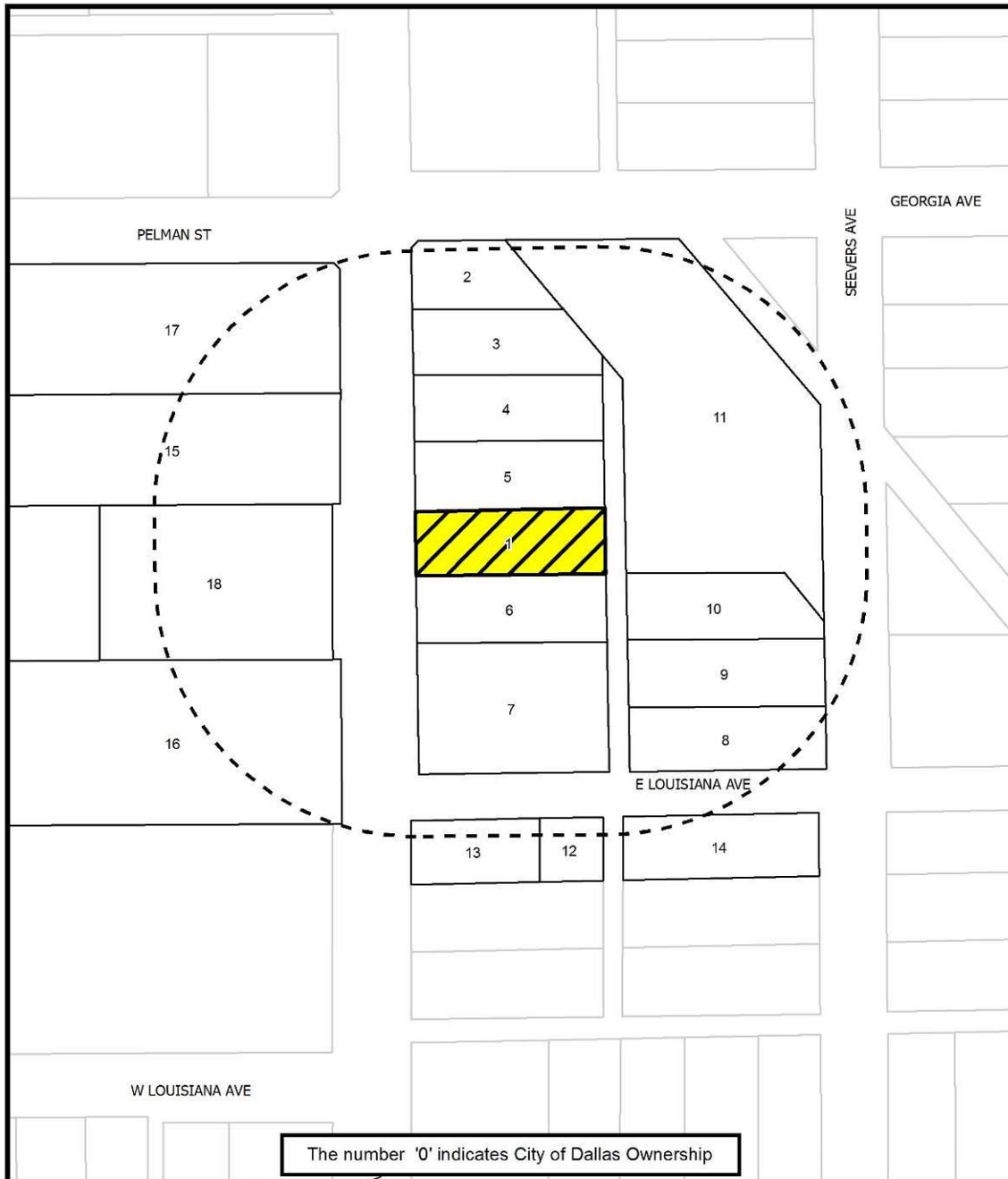
Beckley Garage - (214)941-4784

Rogelio Jove  
214-941-47-84

5.

6.

7.



 1:1,200	<b>NOTIFICATION</b>		Case no: <b>BDA134-073</b>
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">200'</div> AREA OF NOTIFICATION <div style="border: 1px solid black; padding: 2px; display: inline-block;">18</div> NUMBER OF PROPERTY OWNERS NOTIFIED	Date: <b>7/29/2014</b>	

## *Notification List of Property Owners*

***BDA134-073***

***18 Property Owners Notified***

<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
1	1918 BECKLEY AVE	CABRERA EDUARDO &
2	1902 BECKLEY AVE	MCELROY JOSEPH
3	1906 BECKLEY AVE	JOVE ROGELIO RUBIO
4	1910 BECKLEY AVE	JOVE MARIA DE JESUS
5	1914 BECKLEY AVE	JOVE ROGELIO
6	1922 BECKLEY AVE	BECK ARTHELLO JR TR &
7	1930 BECKLEY AVE	FINLEY LEROY V
8	1931 SEEVERS AVE	MENDEZ MAGDALENA
9	1927 SEEVERS AVE	HEALTHMARK FINANCIAL INC RETIREMENT PLAN
10	1923 SEEVERS AVE	BARBOZA SALVADOR
11	1919 SEEVERS AVE	DIAZ IGNACIA
12	110 LOUISIANA AVE	MURRAGARRA SANCHEZ JOSE R
13	2000 BECKLEY AVE	FINLEY LEROY V & EDNA
14	2001 SEEVERS AVE	THOMPSON CAROLYN
15	1915 BECKLEY AVE	ELIZALDE EMELIA RIVERA &
16	1933 BECKLEY AVE	CHEVY CHASE OAKS LLC
17	1905 BECKLEY AVE	ELISALDE SANTOS
18	1933 BECKLEY AVE	ESQUIVEL ANTONIO A