

CITY OF BELLAIRE TEXAS

BOARD OF ADJUSTMENT

APRIL 16, 2015

Council Chamber	Regular Session	7:00 PM
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7008 S. RICE AVENUE
BELLAIRE, TX 77401



Board Member

Patty McGinty

Board Member

Amar Raval

Vice Chairman

Tom Ligh

Chairman

Debbie Sharp

Board Member

Debbie Karakowsky

Board Member

Sean Wheeler

Board Member

Seth A. Miller

Mission Statement:

The City of Bellaire is dedicated to outstanding quality service and facilities to ensure an open, progressive, and secure community.

1. CALL TO ORDER**2. PLEDGE TO THE FLAG (US AND TEXAS)**

Texas Pledge: (Honor the Texas Flag: I pledge allegiance to thee, Texas one state under God, one and indivisible).

3. CERTIFICATION OF A QUORUM**4. APPROVAL OF MINUTES**

1. Board of Adjustment - Regular Session - Jan 15, 2015 7:00 PM

5. REPORTS FROM OFFICERS, COMMITTEES, SUB-COMMITTEES AND COMMUNICATIONS BOARD MEMBERS HAVE HAD OUTSIDE THE MEETING**6. UNFINISHED BUSINESS****7. READING OF THE STANDARDS FROM SECTION 24-704, BELLAIRE CODE OF ORDINANCES****8. NEW BUSINESS****A. Public Hearings**

1. BOA-2015-01-Request filed by Rehan Memon, owner of the property at 4701 Pine Street, for a Special Exception to allow for the construction of a 10 foot concrete masonry unit (CMU) wall on the north and east side of the property in lieu of the 8 foot allowance as determined by Chapter 24, Section 512 A. of the City of Bellaire Code of Ordinances. The property is located in the R-3 Zoning District.

(Requested by ChaVonne Sampson, Development Services)

2. BOA-2015-02-Request by Roy Harper & Associates, Inc., on behalf of Crosspoint Church/West University Baptist Church, owner of the property at 4609 Bellaire Boulevard, for a variance from Chapter 24, Section 526 B. (1) a. of the City of Bellaire Code of Ordinances, to allow for a minimum lot area of approximately 21,600 square feet in lieu of the required 22,000 square feet. The property is located in the R-3 Zoning District.

(Requested by ChaVonne Sampson, Development Services)

9. GENERAL COMMENTS

(Limitations: Six (6) minutes per speaker with extensions in two (2) minute increments as approved by a majority vote of the Board Members present).

10. GENERAL COMMENTS FROM BOARD MEMBERS**11. ANNOUNCEMENTS****12. ADJOURNMENT**



CITY OF BELLAIRE TEXAS

BOARD OF ADJUSTMENT

JANUARY 15, 2015

Council Chamber

Regular Session

7:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

1. CALL TO ORDER

Chairman Sharp called the meeting to order at 7:01 PM.

2. PLEDGE TO THE FLAG (US AND TEXAS)

Chairman Sharp led the Board and the public in the pledge to both flags.

Texas Pledge: (Honor the Texas Flag: I pledge allegiance to thee, Texas one state under God, one and indivisible).

3. CERTIFICATION OF A QUORUM

Chairman Sharp certified that a quorum was present, consisting of the following members:

Attendee Name	Title	Status	Arrived
Patty McGinty	Board Member	Present	
Amar Raval	Board Member	Present	
Tom Ligh	Vice Chairman	Present	
Debbie Sharp	Chairman	Present	
Debbie Karakowsky	Board Member	Present	
Sean Wheeler	Board Member	Absent	
Seth A. Miller	Board Member	Present	
Alan P. Petrov	City Attorney	Absent	
ChaVonne Sampson	Development Services Manager	Present	
Ashley Parcus	Secretary	Present	

4. APPROVAL OF MINUTES

- Board of Adjustment - Regular Session - Sep 18, 2014 7:00 PM

RESULT: APPROVED [UNANIMOUS]
MOVER: Patty McGinty, Board Member
SECONDER: Seth A. Miller, Board Member
AYES: McGinty, Raval, Ligh, Sharp, Karakowsky, Miller
ABSENT: Wheeler

5. REPORTS FROM OFFICERS, COMMITTEES, SUB-COMMITTEES AND COMMUNICATIONS BOARD MEMBERS HAVE HAD OUTSIDE THE MEETING

There were no reports or communications.

6. UNFINISHED BUSINESS

There was no unfinished business.

Minutes Acceptance: Minutes of Jan 15, 2015 7:00 PM (Approval of Minutes)

7. READING OF THE STANDARDS FROM SECTION 24-704, BELLAIRE CODE OF ORDINANCES

Chairman Sharp bypassed this section due to the fact that there were no public hearings on the agenda.

8. NEW BUSINESS

1. Consideration and possible action on the approval of the Board of Adjustment's annual report to the City Council for the 2014 calendar year.

(Requested by John McDonald, Development Services)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Seth A. Miller, Board Member
SECONDER:	Amar Raval, Board Member
AYES:	McGinty, Raval, Ligh, Sharp, Karakowsky, Miller
ABSENT:	Wheeler

9. GENERAL COMMENTS

(Limitations: Six (6) minutes per speaker with extensions in two (2) minute increments as approved by a majority vote of the Board Members present).

Councilman Friedberg thanked the members of the Board for their attendance and the work that they do for the Commission.

10. GENERAL COMMENTS FROM BOARD MEMBERS

There were no comments made by Board Members.

11. ANNOUNCEMENTS

There were no announcements.

12. ADJOURNMENT

Motion: a motion was made by Board Member Ligh and seconded by Board Member McGinty to adjourn the Regular Meeting.

Vote: the motion passed on a unanimous vote of 6-0.

The meeting was adjourned at 7:09 PM.

Board of Adjustment
 Council Chambers, First Floor of City
 Hall
 Bellaire, TX 77401



Meeting: 04/16/15 07:00 PM
 Department: Development Services
 Category: Special Exception
 Department Head: ChaVonne
 Sampson
 DOC ID: 1556

**SCHEDULED
 ACTION ITEM (ID # 1556)**

Item Title:

BOA-2015-01-Request filed by Rehan Memon, owner of the property at 4701 Pine Street, for a Special Exception to allow for the construction of a 10 foot concrete masonry unit (CMU) wall on the north and east side of the property in lieu of the 8 foot allowance as determined by Chapter 24, Section 512 A. of the City of Bellaire Code of Ordinances. The property is located in the R-3 Zoning District.

Background/Summary:

Address: 4701 Pine Street
 Applicant: Rehan Memon, owner of the property
 Zoning: R-3 Zoning District
 Date Filed: March 25, 2015
 Mail Outs: Notice of Public Hearing letters mailed out on April 6, 2015
 Legal Notice: Published in the Southwest News on April 7, 2015

Request:

Rehan Memon, owner of 4701 Pine Street, Bellaire, Texas, has requested a Special Exception in accordance with the provisions of Section 24-716 of the City of Bellaire Code of Ordinances in order to increase the 8 feet height fence regulation (Sec. 24-512A).

Background:

4701 Pine contains a recently constructed residence with a Certificate of Occupancy issued on January 9, 2015. This property is located at the southwest corner of Pine and the I-610 frontage road. In December of 2014, the applicant's contractor/builder applied for fence permit to construct a concrete masonry fence.

During construction of the fence, a stop-work order was issued due to a violation of the 8 feet height restriction. Upon review of the approved plans it was found that the building official erroneously approved the permit even though the fence was shown exceed the minimum height by two feet. Subsequently, the applicant was informed an approval of a plan in error does not constitute an override of City Codes. The applicant is still responsible for meeting the approved regulations.

The applicant is requesting a Special Exception base on the property's proximity to the 610 frontage road and floodplain classification requiring the floor of the house to be built at an elevation above ground. The site has a ground level of 53.2' and a first floor elevation of 56.5'.

General Requirements:

Special exceptions may not be granted unless the Board makes written findings based

directly upon the particular evidence presented to it which support written conclusions that the granting of the special exception will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood.

Staff Review:

It is of the Development Services Director's opinion, upon review of the application and the materials submitted, that the application does meet the Standards for Special Exceptions as Outlined in Article V, Division 2, Section 24-718, and therefore is eligible for consideration.

Based upon how this fence came to be, its location along the I-610 frontage and its exposure to the I-610 main lanes, the Director does not oppose the granting of this request.

ATTACHMENTS:

- 4701 Pine st. Variance (PDF)

Application/Request for special exception to the Code of Ordinance, chapter 24, section 512 (fencing)

CITY OF BELLAIRE
RECEIVED
MAR 25 2015
COMMUNITY DEVELOPMENT

Address: 4701 Pine Street, Bellaire, TX, 77401.

Legal Description: Lot 16, Block 1 of Pine Circle Estates in Harris County, TX.

Applicant's name: Rehan Memon

Address, phone, and email: 4701 Pine Street, Bellaire, TX, 77401. (p) 501-944-1641. tsutsugamushi2000@yahoo.com

Description of Special Exception request:

I'm an owner of 4701 Pine Street, in Bellaire TX. I purchased this new construction property in January 2015. The house is located on a corner lot overlooking the 610 freeway. After we moved into the house, we realized that it is too noisy inside the house and that all the traffic on both sides of the freeway could be seen. There is an existing 8 feet high plastic side fence. It is uneven from few places as well as damaged from different cars hitting it over the years. Few of the missing screws were reinstalled to the existing support beams before we moved in but that did not last for long and the wall started coming apart from few places again (pics attached). In addition, because of the flood zoning requirement & 4 flood drain gutters inside the property (pics attached), the house is elevated higher than the neighboring houses and therefore all the moving traffic could be seen from the 1st floor living room (pics attached).

In January this year, I got permission from the city of Bellaire to build the concrete masonry unit (CMU) wall of 10 feet height on the front (overlooking pine st) and side of the house (along the 610 freeway service road) in order to block the noise as well for privacy reasons. The construction started after the permit was granted. Currently the wall is around 70% complete. On March 18th, the city placed a red tag on the property objecting to the height limit as per code of ordinance, chapter 24, section 512 (fence regulations) and therefore the work was stopped.

I am requesting the board to grant special exception to built 10 feet high CMU wall in front and side of the house as per section 24, Division 2, sub-section 704 and 718 (special exception). Because of the particular location of the house, (overlooking freeway) as well as the elevation requirements (flood zoning) the current 8 feet fence/wall is not high enough to block the sound and the sight of the ongoing traffic. Granting the special exception will not be detrimental or injurious to other properties or improvements in the neighborhood, nor will it impair adequate supply of light or air to adjacent property. It would have no effect on increasing the congestion in the public

street, increase the danger of fire, endanger the public health, safety and well being, or substantially diminish or impair property values within the neighborhood.

By not allowing special exception, family & I will suffer unnecessary hardship with excessive noise and breach of privacy. Because of being a corner lot overlooking the freeway as well as house being too high above ground, the existing 8 feet wall fails to provide proper screening from noise & privacy. In addition, I will suffer significant financial hardship since I would have bare extra expenses to bring the wall height down to 8 feet as well as lost labor and construction costs.

I thank you for your time and consideration in this matter.

Regards



Rehan Memon

3/24/15



Donna Small
Escrow Officer

Stewart Title Company
4700 W. Sam Houston Pkwy N.
Houston, TX 77041
(713) 892-8818 Phone
(713) 625-8170 Fax
donna.small@stewart.com

January 29, 2015

Rehan Memon and Basma Rehan Memon
4701 Pine Street
Bellaire, TX 77401

CITY OF BELLAIRE
RECEIVED
APR 01 2015
COMMUNITY DEVELOPMENT

File No.: 1420187243
Amount: \$1,066,400.00

Dear Mr. & Mrs. Memon:

In connection with the transaction recently handled by us for you, we are pleased to enclose your original title policy. If it was electronically recorded, your Deed is enclosed herewith, otherwise it will be returned to you by the County Clerk/Recorder's office.

A special file has been set up on your property; and therefore, we are in a position to render you excellent service in future transactions. While the issuance of any future policies will depend upon a current examination and the status of title at that time, in the event you desire to sell or mortgage your property, please contact us and we will promptly process your new title request.

If taxes for current year were not paid at the time your transaction was closed, you should pay them at the end of the year. Also, you should assess the property in your name at the Central Appraisal District office.

Assuring you of our appreciation of this business and looking forward to again serving you.

Sincerely,
Stewart Title Company

Donna Small
Escrow Officer

kt
Encl.

STEWART TITLE GUARANTY COMPANY

OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A -- if that land is a one-to-four family residential property or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

This document is title insurance. It is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or take other action if you have a loss resulting from a covered title risk.

Your insurance under this contract is limited by the following:

- Exclusions on page 2.
- Exceptions in Schedule B
- Conditions on pages 2 and 3

We insure you against actual loss resulting from:

- Any title risks covered by this Policy - up to the Policy Amount, and
- Any costs, attorneys' fees and expenses we have to pay under this Policy. We must approve the attorney before the attorney begins to work. You have the right to disapprove our choice of attorney for reasonable cause.

COVERED TITLE RISKS

This Policy covers the following title risks subject to the Exceptions (Schedule B) and Exclusions (p. 2), if they affect your title to the land on the Policy Date. We do not promise that there are no covered risks. We do insure you if there are covered title risks.

1. Someone else owns an interest in your title.
2. A document is invalid because of improper signature, acknowledgment, delivery, or recording.
3. A document is invalid because of forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Restrictive covenants apply to your title.
5. There is a lien on your title because of:
 - a mortgage or deed of trust,
 - a judgment, tax, or special assessment, or
 - charge by a homeowner's or condominium association.
6. There are liens on your title for labor and material which have their inception before the policy date. However, we will not cover liens for labor and material that you agreed to pay for.
7. Others have rights in your title arising out of leases, contracts or options.
8. Someone else has an easement on your land.
9. You do not have good and indefeasible title.
10. There are other defects in your title.
11. There are other liens or encumbrances on your title.

This Policy also covers the following title risk:

You do not have any legal right of access to and from the land.

OUR DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in the part or parts of a court case involving a Title Risk covered by this Policy. We will pay the costs, attorneys' fees, and expenses that we incur in that defense. We will not pay for the parts of a case not involving a covered title risk. You may disapprove our choice of attorney for reasonable cause.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions, see page 3.

This Policy is not complete without Schedules A and B.

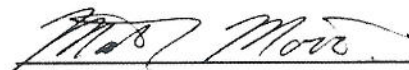
Signed under seal for the company, but this Policy is to be valid only when it bears an authorized countersignature.

Countersigned by:



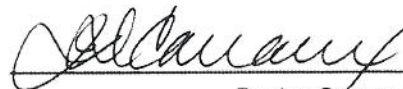
Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Company
4700 W. Sam Houston Parkway North
Houston, TX 77041
Agent ID: 43900A



Denise Carraux
Secretary

File No.: 1420187243

Page 1 of
Policy
Serial No.

O-5968-000143611

EXCLUSIONS

In addition to the Exceptions in Schedule B, we do not insure you against loss, costs, attorney's fees, and expenses resulting from these Exclusions:

1. We do not cover loss caused by the exercise of governmental police power or the enforcement or violation of any law or government regulation. This includes building and zoning ordinances and laws and regulations concerning:
 - a. Land use
 - b. Improvements on the land
 - c. Land division
 - d. Environmental protectionThis exclusion does not apply to notices of violations or notices of enforcement that appear in the public records at Policy Date. However, there may be an Exception in Schedule B.
2. We do not cover the right to take the land by condemning it, unless:
 - a. a notice of exercise of the right appears in the public records on the Policy Date, or
 - b. the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. We do not cover title risks:
 - a. that are created, allowed, or agreed to by you,
 - b. that are known to you, but not to us on the Policy Date unless they appeared in the public records,
 - c. that result in no loss to you, or
 - d. that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 6 of the Covered Title Risks.
4. We do not cover the effect of failure to pay value for your title.
5. We do not cover lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A,
 - b. in streets, alleys, or waterways that touch your land.This exclusion does not limit the access coverage in the Covered Title Risks.
6. We do not cover any claim based upon allegations that your purchase of title (or acquisition of title by gift or otherwise):
 - a. was a fraudulent conveyance, fraudulent transfer, voidable distribution, or voidable dividend;
 - b. should be subordinated or recharacterized as a result of equitable subordination;
 - c. was a preferential transfer unless
 - (1) the Company or its issuing agent failed to timely file for record the deed to you after delivery or
 - (2) the recordation of the deed to you is not legal record notice.(We do cover the two types of claims described in c.(1) and c.(2) above.)
7. We do not cover the refusal of any person to buy, lease or lend money on your land because of unmarketability of the title.
8. We do not cover claims concerning the physical condition of your land or of the access to your land.

CONDITIONS

1. **DEFINITIONS**
 - a. Actual Loss. This is the difference between the value of your land without the covered title risk and the value of your land with the covered title risk. These values are the respective values at the time you must furnish proof of your loss.
 - b. Document. A deed or other conveyance of title to you or a prior owner.
 - c. Easement. A portion of your land someone else has the right to use for a special purpose.
 - d. Government Regulation. Any federal, state, or local law, constitutional provision, regulation, ordinance, or guideline.
 - e. Land. The land or condominium unit described in Schedule A and any improvements on the land that are real property.
 - f. Knowledge or known. Actual knowledge, not constructive knowledge or notice that may be imputed to an insured by the public records.
 - g. Mortgage. A type of lien on the land such as a deed of trust or other security instrument.
 - h. Public Records. Those records required by Texas law and maintained by public officials in the county where the property is located that give legal notice of matters affecting your title.
 - i. Title. The ownership interest in the land, as shown in Schedule A.
 - j. We, us or our. The title insurance company. This is Stewart Title Guaranty Company.
 - k. You, your. The insured.
2. **CONTINUATION OF COVERAGE**

We insure you as long as you:

 - a. own your Title,
 - b. own a mortgage from anyone who buys your Title, or
 - c. are liable for any Title warranties you make.

We insure your transferee or assignee only as follows:

 - a. A person who inherits the original named insured's title on the original named insured's death;
 - b. the original named insured's spouse who receives title in a dissolution of marriage with the original named insured;
 - c. the trustee or successor of a trust established by the original named insured to whom the original named insured transfers title after the date of policy; or
 - d. the beneficiaries of a trust described by Subdivision (c) on the death of the original named insured.
3. **YOUR DUTIES IF YOU MAKE A CLAIM**

You must follow this process to make a claim:

 - a. You Must Give Us Notice of Your Claim.

If anyone claims a right against your insured title, you must notify us promptly.

Send the notice to P.O. Box 2029, Houston, Texas 77252 or call 1-800-729-1902 and ask for a claims attorney. If you initially notify us by phone, we recommend that you also notify us in writing. Please include the Policy number shown in Schedule A, and the county where the land is.

Our obligation to you is reduced or ended if:

 - (1) you fail to give prompt notice, and
 - (2) your failure affects our ability to dispose of or to defend you against the claim.

Our obligation is reduced only to the extent that your failure affects our ability to dispose of or to defend you against the claim.
 - b. You Must Give Us Proof of Your Loss if We Request It.

You must send to us, if we request, your signed proof of loss within 91 days of our request on a standard form supplied by us. Within 15 days after we receive your notice of claim, we must request a signed proof of loss. If not, we waive our right to require a proof of loss. This waiver will not waive our other rights under the policy. The statement must have the following information to the best of your knowledge:

 - (1) the Covered Title Risks which resulted in your loss,
 - (2) the dollar amount of your loss, and
 - (3) the method you used to compute the amount of your loss.

CONDITIONS (continued)

- c. **You Must Provide Papers We Request.**
We may require you to show us your records, checks, letters, contracts, and other papers that relate to your claim of loss. We may make copies of these papers.
If you tell us this information is confidential, we will not disclose it to anyone else unless we reasonably believe the disclosure is necessary to administer the claim.
- d. **You Must Answer Questions Under Oath.**
We may require you to answer questions under oath.
- e. **Effect of Failure to Cooperate.**
Our obligation to you reduces or ends if you fail or refuse to:
 - (1) (a) provide a statement of loss,
 - (b) answer our questions under oath, or
 - (c) show us the papers we request, and
 - (2) your failure or refusal affects our ability to dispose of or to defend you against the claim.

4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

- a. After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:
 - (1) Pay the claim against your title.
 - (2) Negotiate a settlement.
 - (3) Prosecute or defend a court case related to the claim.
 - (4) Pay you the amount required by this Policy.
 - (5) Take other action under Section 4b.
 - (6) Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time that we were obligated to pay.

We can choose which of these to do.

- b. If you report to us that a covered title risk exists, we will promptly investigate to determine if that covered title risk is valid and not barred by law or statute. A covered title risk is a title risk that this Policy does not exclude or except.

If we conclude that your claim, or any part of your claim, is covered by the policy, we will take one or more of the following actions to the extent that it is covered:

- (1) Institute all necessary legal proceedings to clear the title to the property;
- (2) Indemnify you pursuant to the terms of the policy;
- (3) Issue a new title policy without making exception to the covered title risk. If another insurer issues the new title policy to your purchaser, lender or other transferee without making exception to the covered title risk, we will indemnify the other insurer.
- (4) Secure a release of the covered title risk.
- c. If we deny your claim, or any part of your claim, not more than 15 days after we deny the claim, we will:
 - (1) notify you in writing, and
 - (2) give you the reasons for denial of your claim in writing.

5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We must repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.

When we defend or sue to clear your title, we have a right to choose the attorney. You have the right to disapprove our choice of attorney for reasonable cause. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

We do not agree that the matter is a covered title risk by defending.

6. LIMITATIONS OF OUR LIABILITY

Our liability is limited by the following:

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made -- whichever is less.
- b. If we remove the claim against your title with reasonable diligence or take other action under this policy after receiving notice of it, we will have no further liability for it.
- c. All payments we make under this policy -- except for costs, attorneys' fees and expenses -- will be subtracted from your Policy Amount.
- d. If the Covered Title Risk is an easement, we may pay an insured mortgage holder instead of paying you when a written agreement between you and the mortgage holder allows. If the claim involves another Covered Title Risk, we may pay the mortgage holder instead of paying you. The amount paid to the mortgage holder is considered a payment to you under your policy and will be subtracted from your policy amount.
- e. If you do anything to affect any right of recovery or defense you may have, we can subtract from our liability the amount by which you reduced the value of that right or defense. But we must add back to our liability any amount by which our expenses are reduced as a result of your action.

7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION

If it is permitted under Texas or federal law, you and we may agree to arbitration when you file a claim.

The arbitration may decide any matter in dispute between you and us.

Arbitration is one means of alternative dispute resolution. It may lessen the time and cost of claims settlement. You may wish to consider another form of mediation or use the court system. If you choose arbitration, you may give up some discovery rights and your right to sue.

The arbitration award may:

- a. include attorneys' fees if allowed by state law, and/or
- b. be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from us.

9. ENTIRE CONTRACT PROVISION

This policy and any endorsements we attach are the entire contract between you and us.

Any claim you make against us must be under this Policy and subject to its terms.

10. COMPLAINT NOTICE

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to us. OUR TOLL-FREE NUMBER IS 1-800-729-1902. If we do not resolve the problem, you also may write the Texas Department of Insurance, P.O. Box 149091, Austin, TX 78714-9091, Fax No. (512) 475-1771. THE TOLL-FREE NUMBER FOR THE TEXAS DEPARTMENT OF INSURANCE IS 1-800-252-3439.

This notice of complaint procedure is for information only. It does not become a part or condition of this policy.

SCHEDULE A

File No.: 1420187243

Policy No.: O-5968-000143611

Policy Date: January 12, 2015

Policy Amount: \$1,066,400.00

Premium: \$6,164.00

1. Name of Insured:

Rehan Memon and Basma Rehan Memon

2. We insure your interest in the land covered by this Policy is:

Fee Simple

3. Legal Description of land:

Lot Sixteen(16) in Block One (1) of PINE CIRCLE ESTATES, an addition in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 425064 of the Map Records of Harris County, Texas.

Save and except all minerals held by predecessors in title.

STEWART TITLE GUARANTY COMPANY

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>To obtain information or make a complaint:</p> <ol style="list-style-type: none"> 1. You may contact your title insurance agent at 713-627-1310. 2. You may call Stewart Title Guaranty Company's toll-free number for information or to make a complaint at: 1-800-729-1900 3. You may also write to Stewart Title Guaranty Company at: P.O. Box 2029 Houston, Texas 77252-2029 4. You may contact the Texas Department of Insurance to obtain information on companies, coverage's, rights or complaints at: 1-800-252-3439 5. You may write the Texas Department of Insurance: P.O. Box 149104 Austin, TX 78714-9104 Fax: 512-475-1771 Web: http://www.tdi.state.tx.us e-mail: Consumerprotection@tdi.state.tx.us 	<p>Para obtener información o para someter una queja:</p> <ol style="list-style-type: none"> 1. Puede comunicarse con su agente de seguro de título al 713-627-1310. 2. Usted puede llamar al numero de telefono gratis de Stewart Title Guaranty Company para información o para someter una queja al: 1-800-729-1900 3. Usted también puede escribir a Stewart Title Guaranty Company: P.O. Box 2029 Houston, Texas 77252-2029 4. Puede comunicarse con el Departamento do Seguros de Texas para obtener información acerca de companias, conberturas, derechos o quejas al: 1-800-252-3439 5. Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104 Austin, TX 78714-9104 Fax: 512-475-1771 Web: http://www.tdi.state.tx.us e-mail: Consumerprotection@tdi.state.tx.us
<p>PREMIUM OR CLAIM DISPUTES:</p> <p>Should you have a dispute concerning your premium or about a claim you should contact the title insurance agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p>ATTACH THIS NOTICE TO YOUR POLICY:</p> <p>This notice is for information only and does not become a part or condition of the attached document.</p>	<p>DISPUTAS SOBRE PRIMAS OR RECLAMOS:</p> <p>Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente de seguro de titulo primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).</p> <p>UNA ESTE AVISO A SU POLIZA:</p> <p>Este aviso es solo para porposito de información y no se convierte en parte o condicion del documento adjunto.</p>

SCHEDULE B

File No.: 1420187243

Policy No.: O-5968-000143611

EXCEPTIONS FROM COVERAGE

We do not cover loss, costs, attorney's fees and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Those recorded in/under Film Code No. 425064 of the Map Records of Harris County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
 - A. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - B. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - C. to filled-in lands, or artificial islands, or
 - D. to statutory water rights, including riparian rights, or
 - E. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2015, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - A. Rights of parties in possession.
 - B. Public utility easement 7 feet wide along the South property line, as recorded under Film Code No. 425064 of the Map Records of Harris County, Texas.
 - C. A Storm Sewer easement 35 feet wide along the East property line, as recorded under Film Code number 425064 of the Map Records of Harris County, Texas.
 - D. Building setback line, 30 feet in width, along the North property line, as recorded under Film Code number 425064 of the Map Records of Harris County, Texas.
 - E. Building setback line, 35 feet in width, along the East property line, as recorded under Film Code number 425064 of the Map Records of Harris County, Texas.
 - F. An easement 5 feet wide located East of and adjoining the entire West property line, granted to Reliant Energy, Incorporated by instrument recorded under Clerk's File No. V-605089 of the Real Property Records of Harris County, Texas.

SCHEDULE B

File No.: 1420187243

Policy No.: O-5968-000143611

- G. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- H. Vendor's Lien retained in Deed dated January 12th, 2015 executed by Zachary Kemp and Brittany Kemp, formerly known as and being one and the same person as Brittany Stein to Rehan Memon and Basma Rehan Memon, securing the payment of one note of even date in the principal sum of \$417,000.00, payable to the order of American Finance House LARIBA additionally secured by Deed of Trust of even date therewith to Mike M. Abdelaaty, President of American Finance House LARIBA Trustee, together with all indebtedness of whatsoever nature, secured or to be secured by said Deed of Trust and subject to the terms, conditions, and stipulations contained in said Note and Deed of Trust.
- I. Vendor's Lien retained in Deed dated January 12th, 2015 executed by Zachary Kemp and Brittany Kemp, formerly known as and being one and the same person as Brittany Stein to Rehan Memon and Basma Rehan Memon, securing the payment of one note of even date therewith in the principal sum of \$299,000.00, payable to the order of Bank of Whittier NA ISAOA additionally secured by Deed of Trust of even date therewith to Mike M. Abdelaaty, Chief Credit Officer of Bank of Whittier, Trustee, together with all indebtedness of whatsoever nature, secured or to be secured by said Deed of Trust and subject to the terms, conditions, and stipulations contained in said Note and Deed of Trust.

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between you and Stewart Title Guaranty Company. This policy is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or to take other action if you have a loss resulting from a covered title risk.

It applies only to an improved one-to-four family residential property or condominium unit. If your land is not either of these, contact us immediately.

Su Poliza de Seguro de Titulo es un contrato legal entre usted y Stewart Title Guaranty Company. Esta poliza no es una opinion o reporte en relacion a su titulo de propiedad. Es un contrato de indemnificacion, esto es, la promesa de reembolsarle o de tomar cualquier otro tipo de accion si usted sufre una perdida como resultado de cualquier riesgo cubierto por la poliza.

Esta forma de poliza ha sido designada para ser utilizada exclusivamente en los casos de propiedades en las cuales hay construidas viviendas para no mas de cuatro familias o en los casos de unidades en condominios. Si su propiedad no es ninguna de las anteriores, por favor, notifiquenos inmediatamente.

We insure you against certain risks to your land title. We list these risks on page 1. The following limit your coverage:

- Exclusions on page 2.
- Exceptions on Schedule B.
- Conditions on pages 2 and 3.

You should keep the policy even if you transfer the title to your land. If you want to make a claim, see section 3 under Conditions on page 2.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. The Policy -- and not this sheet -- is the legal document. YOU SHOULD READ THE POLICY VERY CAREFULLY.

THE TOLL-FREE NUMBER OF STEWART TITLE GUARANTY COMPANY IS 1-800-729-1902. YOU MAY CALL THIS NUMBER TO DISCUSS THIS POLICY OR TO MAKE A COMPLAINT. YOU MAY WRITE TO STEWART TITLE GUARANTY COMPANY AT THE ADDRESS IN SECTION 3 UNDER CONDITIONS ON PAGE 3.

STEWART TITLE GUARANTY COMPANY
P.O. Box 2029
Houston, Texas 77252-2029

A NAME
RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH
QUALITY

INCORPORATED 1908

POLICY
OF
TITLE
INSURANCE

STEWART TITLE GUARANTY COMPANY
TEXAS RESIDENTIAL OWNER'S POLICY
OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES

TABLE OF CONTENTS	PAGE
OWNERS COVERAGE STATEMENT	1

COVERED TITLE RISKS	1
OUR DUTY TO DEFEND AGAINST COURT CASES	1

SCHEDULE A

Policy Number, Date and Amount

1. Name of Insured
2. Interest in Land Covered
3. Description of the Land

SCHEDULE B - EXCEPTIONS

EXCLUSIONS

EXCLUSIONS	2
CONDITIONS	2 and 3

1. Definitions
2. Continuation of Coverage
3. Your Duties if You Make a Claim
4. Our Choices When You Notify Us of a Claim
5. Handling a Claim or Court Case
6. Limitation of Our Liability
7. Transfer of Your Rights
8. Arbitration
9. Entire Contract Provision
10. Complaint Notice

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

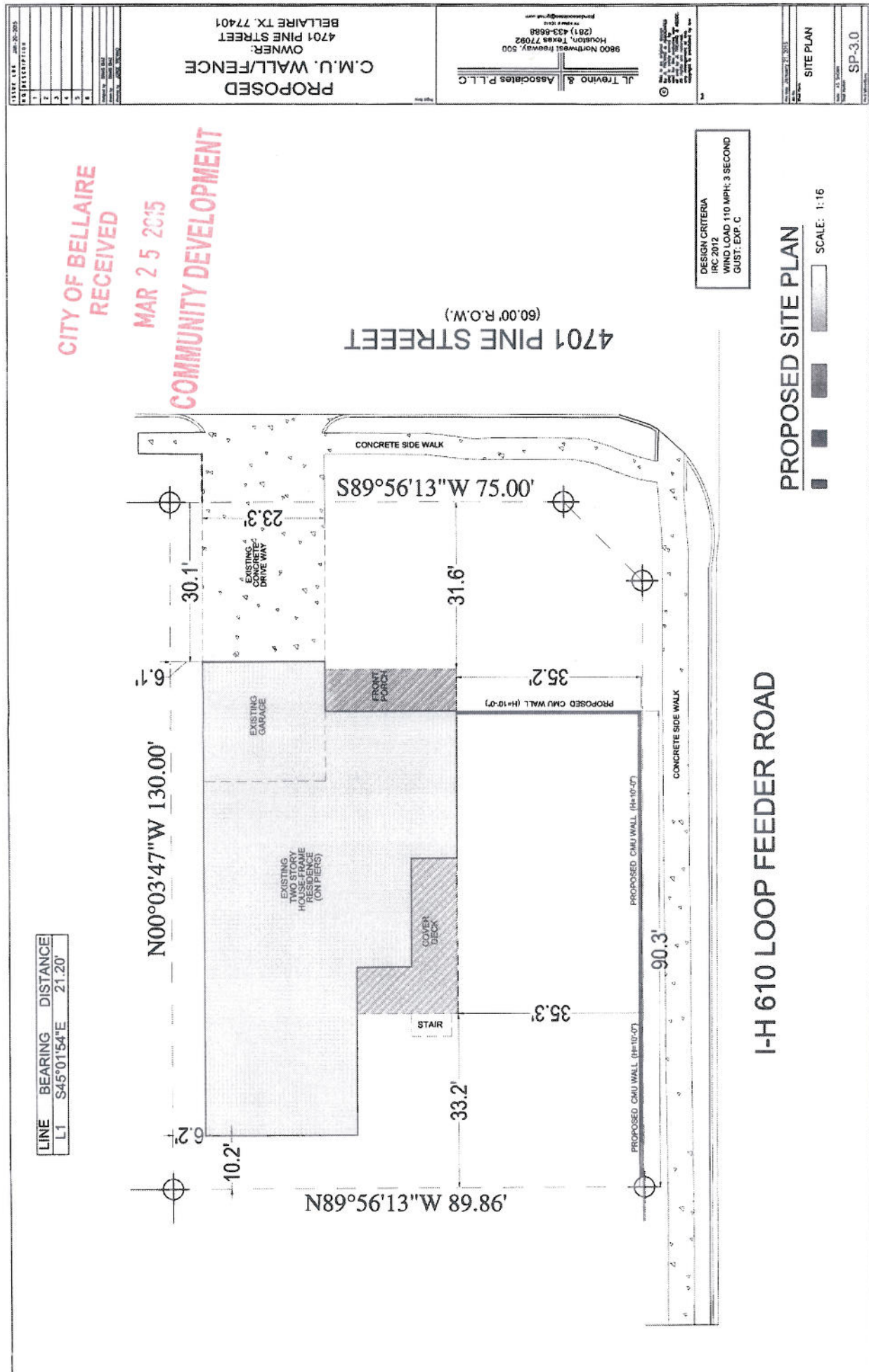
Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



Attachment: 4701 Pine st. Variance (1556 : PH-4701 Pine)



Existing Lt corda
40.189%

4701 PINE STREET
(60.00' R.O.W.)

(60.00' R.O.W.)

DESIGN CRITERIA
IRC 2012
WIND LOAD 110 MPH; 3 SECOND
GUST: EXP. C

EXISTING SITE PLAN

SCALE: 1:16

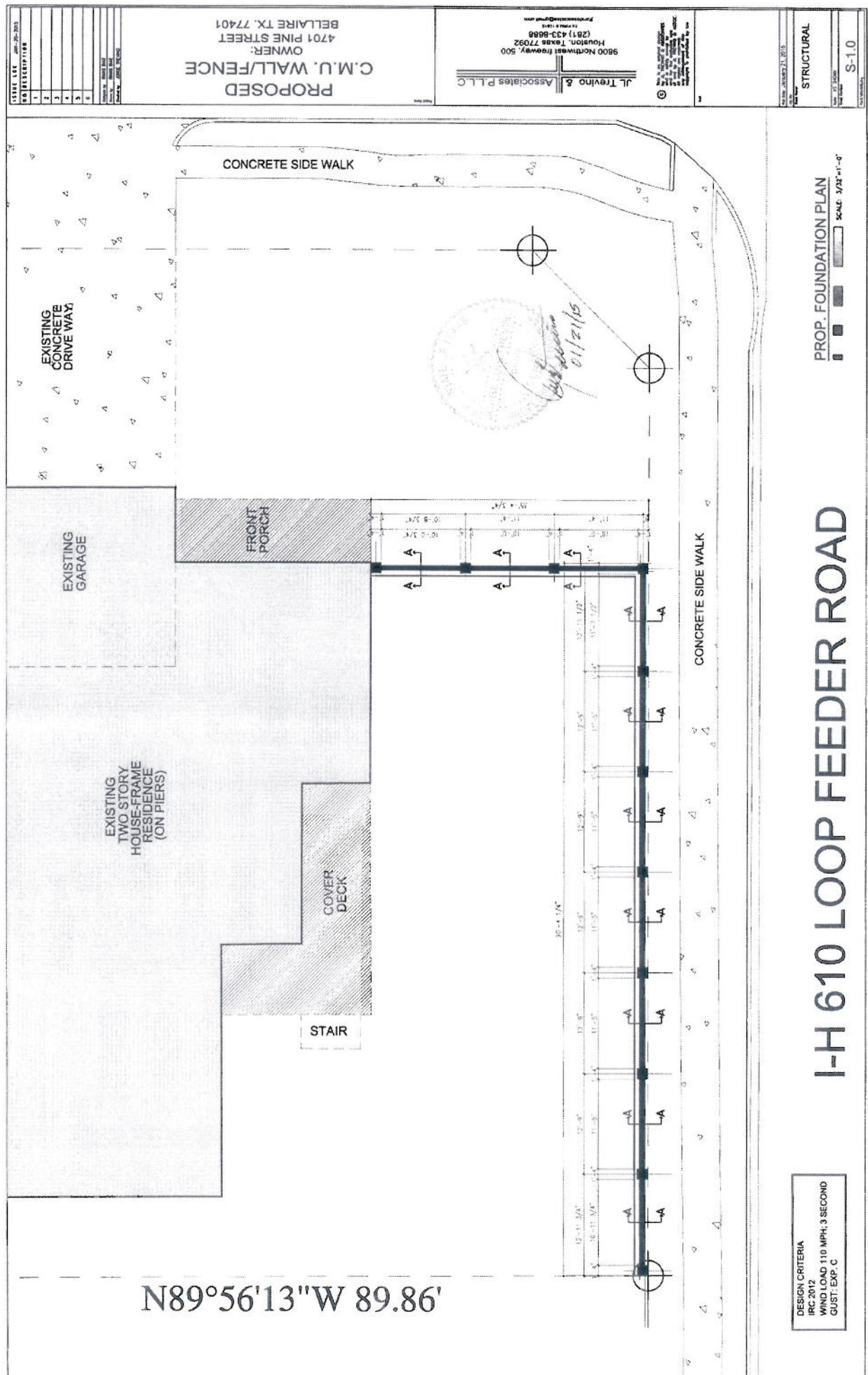
11-101007 FEEDER ROAD

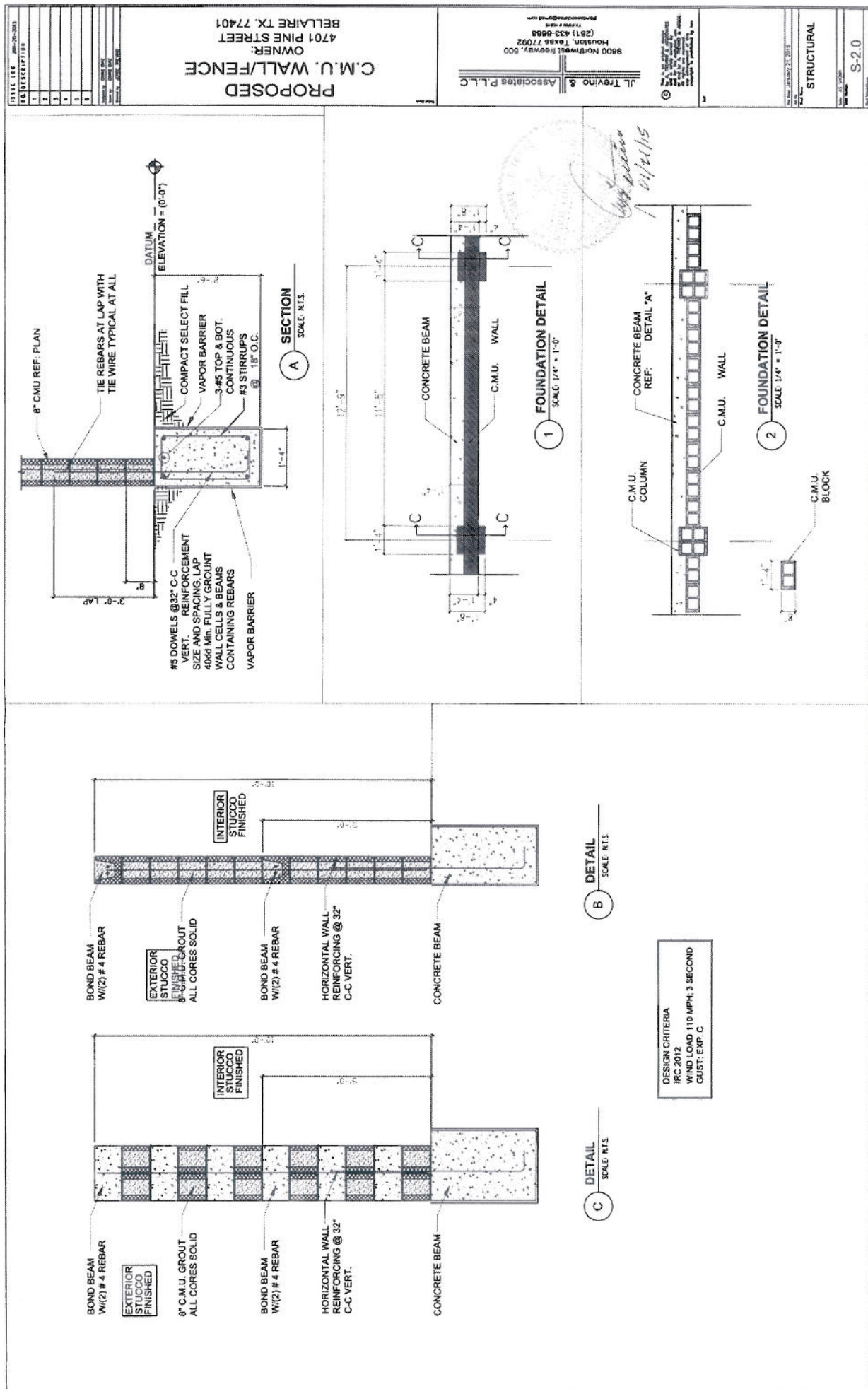
PROPOSED
C.M.U. WALL/FENCE
OWNER:
4701 PINE STREET
BELLAIRE TX. 77401

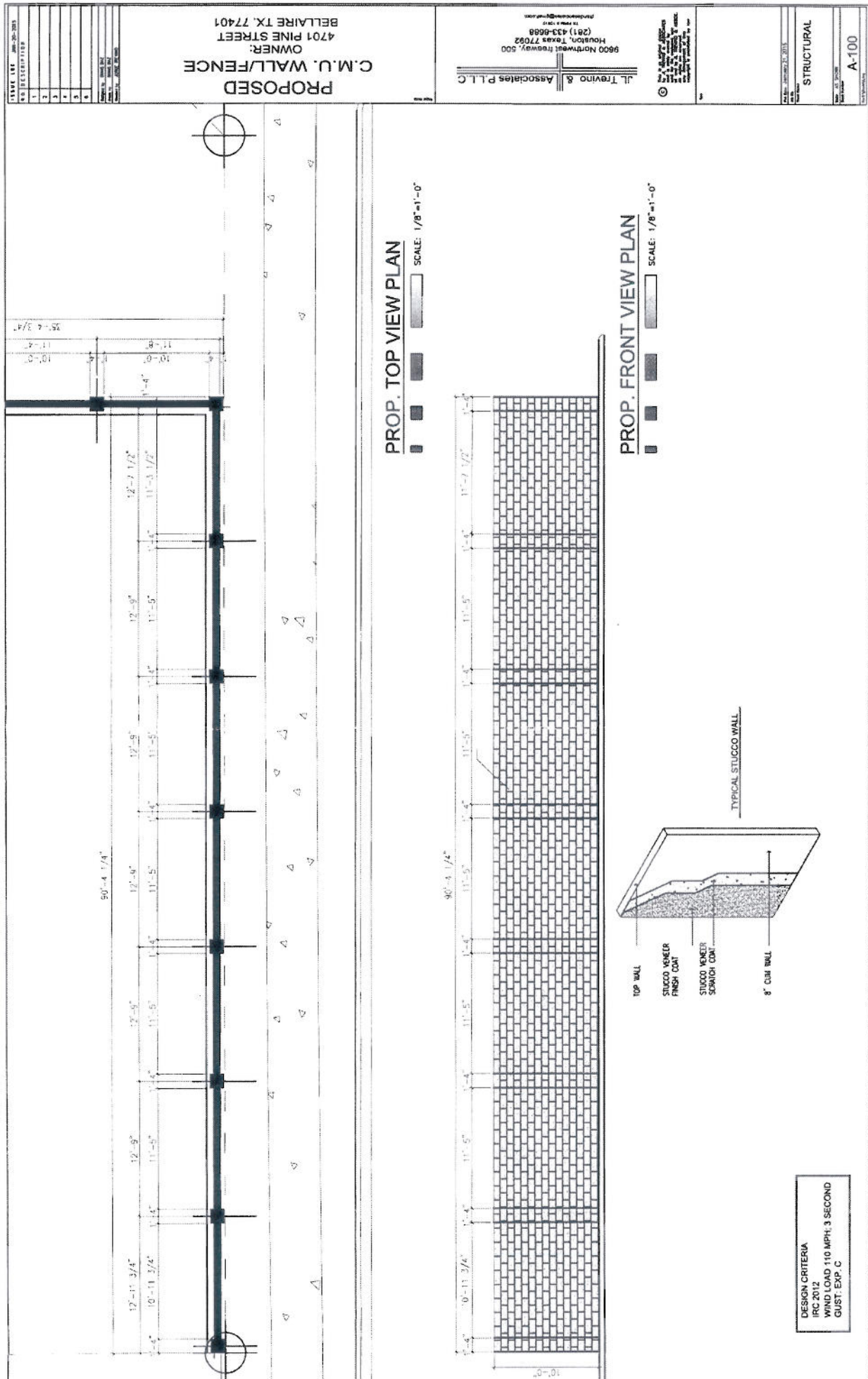
JL Trevino & Associates PLLC
9800 Northwest Freeway, 500
Houston, Texas 77092
(281) 433-6688
TX Reg # 10041
[mailto:jltrevino@jta.net]

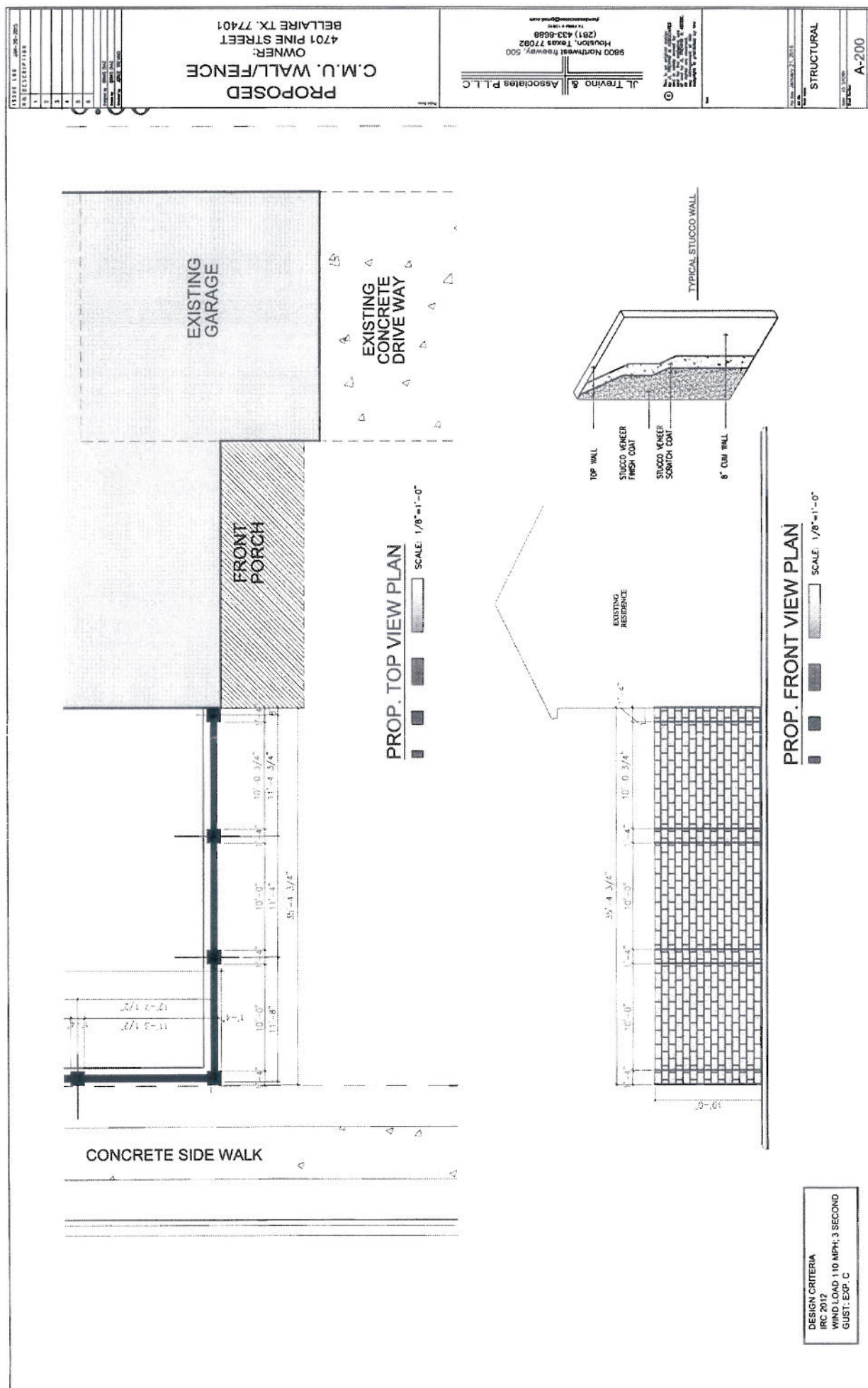
SITE PLAN

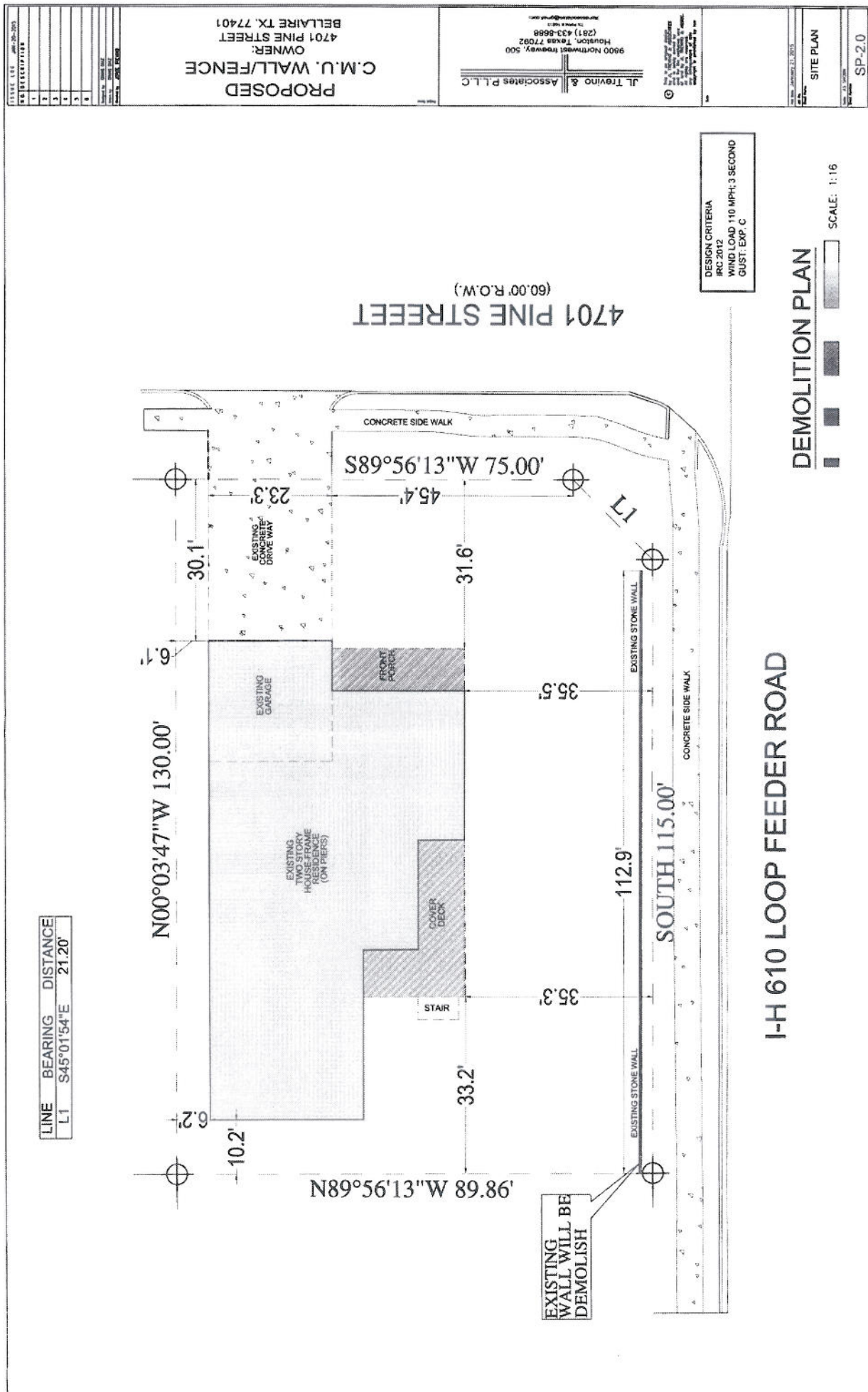
SP-1.0











ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-9.

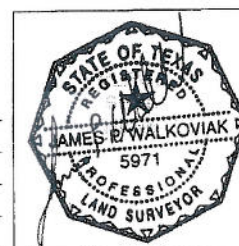
OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A - PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name REHAN MEMON AND BASMA R. MEMON		Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 4701 PINE STREET City BELLAIRE State TX ZIP Code 77401		Company NAIC Number:
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) LOT 16, BLOCK 1 OF PINE CIRCLE ESTATES IN HARRIS COUNTY, TEXAS		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>RESIDENTIAL</u>		
A5. Latitude/Longitude: Lat <u>29.694631</u> Long. <u>-95.459748</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983		
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number <u>8</u>		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) <u>2706</u> sq ft		a) Square footage of attached garage <u>530</u> sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>21</u>		b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>6</u>
c) Total net area of flood openings in A8.b <u>2730</u> sq in		c) Total net area of flood openings in A9.b <u>780</u> sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number CITY OF BELLAIRE 480289		B2. County Name HARRIS		B3. State TEXAS	
B4. Map/Panel Number 48201 C 0855	B5. Suffix L	B6. FIRM Index Date 06/09/2014	B7. FIRM Panel Effective/Revised Date 06/18/2007	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use base flood depth) 53.8 feet
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)	
C1. Building elevations are based on: <input type="checkbox"/> Construction Drawings* <input type="checkbox"/> Building Under Construction* <input checked="" type="checkbox"/> Finished Construction *A new Elevation Certificate will be required when construction of the building is complete.	
C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2 a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters. Benchmark Utilized: <u>RM 040160 EL = 53.81 FEET</u> Vertical Datum: <u>NAVD 88, 2001 ADJ.</u> Indicate elevation datum used for the elevations in items a) through h) below. <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____ Datum used for building elevations must be the same as that used for the BFE.	
Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	<u>52.5</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	<u>56.5</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	<u>NA</u> <input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	<u>52.7</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	<u>54.9</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	<u>51.9</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	<u>52.5</u> <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	<u>NA</u> <input type="checkbox"/> feet <input type="checkbox"/> meters

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION	
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.	
<input type="checkbox"/> Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input checked="" type="checkbox"/> Check here if attachments.	
Certifier's Name JAMES P. WALKOWIAK	License Number 5971
Title R.P.L.S.	Company Name PRECISION SURVEYORS INC.
Address 950 THREADNEEDLE ST. #150	City HOUSTON State TX ZIP Code 77079
Signature <i>James P. Walkowiak</i>	Date 11/10/2014 Telephone 281-496-1586



FEMA Form 086-0-33 (7/12)

See reverse side for continuation

Replaces all previous editions

CITY OF BELLAIRE
RECEIVED
MAR 25 2015
COMMUNITY DEVELOPMENT

Attachment: 4701 Pine st. Variance (1556 : PH-4701 Pine)

IMPORTANT: In these spaces, copy the corresponding information from Section A.		FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 4701 PINE STREET		Policy Number:
City BELLAIRE	State TX ZIP Code 77401	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments C2 e) AIR CONDITIONER PAD

Signature *[Signature]* Date 11/10/2014

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name _____

Address _____ City _____ State _____ ZIP Code _____

Signature _____ Date _____ Telephone _____

Comments _____

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number _____	G5. Date Permit Issued _____	G6. Date Certificate Of Compliance/Occupancy Issued _____
-------------------------	------------------------------	---

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____

Local Official's Name _____ Title _____

Community Name _____ Telephone _____

Signature _____ Date _____

Comments _____

☐ Check here if attachments.

Building Photographs

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
4701 PINE STREET

City BELLAIRE

State TX

ZIP Code 77401

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

FRONT VIEW 11/10/2014



Building Photographs

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
4701 PINE STREET

City BELLAIRE

State TX

ZIP Code 77401

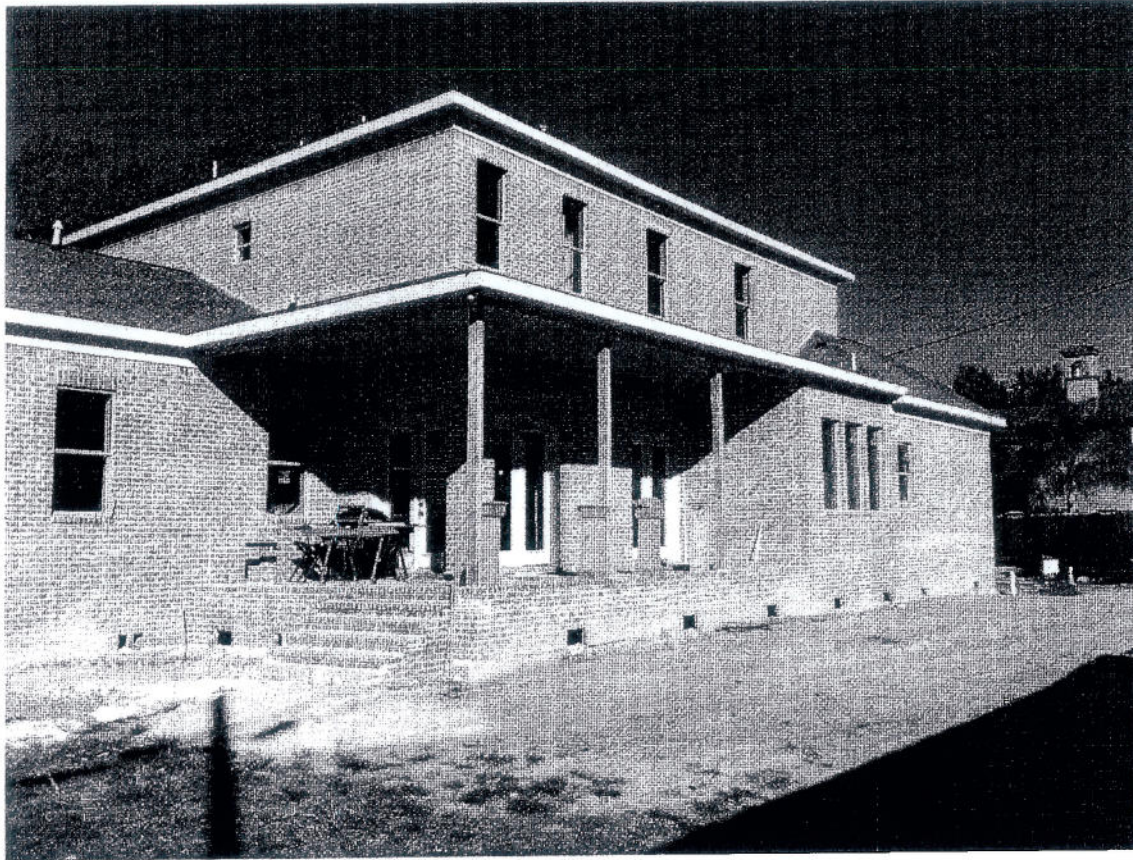
FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

REAR VIEW 11/10/2014



PRECISION surveyors

950 Threadneedle, Suite 150 Houston, TX. 77079 281-496-1586 Fax 281-496-1867
1777 NE Loop 410, Suite 600 San Antonio, Texas 78217 210-829-4941 Fax 210-829-1555
www.precisionsurveyors.com 1-800-LANDSURVEY

INVOICE

Ordered By: <u>Nellie.zarate@redoaktitlellc.net</u>	
Date: October 24, 2014	
Job No: 14-10382	
GF No: 1420187243 Stewart Title	
Address: 4701 Pine Street	
Borrower: Rehan Memon and Basma R Memon	
Final Survey	375.00
Elevation Certificate	300.00
Sales Tax	55.69
Total	730.69

***** Please Note our New Address *****

Please Remit Payment To:
Precision Surveyors
Accounts Receivable Department
950 Threadneedle
Suite 150
Houston, TX. 77079

Attachment: 4701 Pine st. Variance (1556 : PH-4701 Pine)

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS		2. COLLATERAL (Building/Mobile Home/Property) PROPERTY ADDRESS AND PARCEL NUMBER* (See Instructions section for more information)	
Customer Number: 1000133700 Address: AMERICAN FINANCE HOUSE LARIBA 15141 E. WHITTIER BLVD. STE 400 WHITTIER, CA 90603 Phone: 626-449-4401 13 Fax: Loan Officer/Processor: NAJMA SHAKIL Delivery Method: FDR-COM - WEB		Borrower: MEMON, REHAN Determination Address: 4701 PINE STREET HOUSTON, TX 77401 HARRIS COUNTY APN/Tax ID: _____ Lot: 16 Block: 1 S/D: PINE CIRCLE ESTATE Phase: _____ Section: _____ Township: _____ Range: _____ Requested Address: 4701 PINE STREET HOUSTON, TX 77041- HARRIS COUNTY <small>*Parcel Number optional until May 30, 2015 per FEMA Bulletin W-12078</small>	
3. LENDER ID NO.	4. LOAN IDENTIFIER 0542410615	5. AMOUNT OF FLOOD INSURANCE REQUIRED	

SECTION II


A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION				
1. NFIP Community Name BELLAIRE, CITY OF	2. County(ies) HARRIS COUNTY	3. State TX	4. NFIP Community Number 480289	
B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME				
1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 48201C0855L	2. NFIP Map Panel Effective/ Revised Date June 18, 2007	3. LOMA/LOMR Number Date _____ Number** _____	4. Flood Zone AE	5. No NFIP Map
C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)		<small>**LOMA/LOMR Number optional until May 30, 2015 per FEMA Bulletin W-12078</small>		
1. <input checked="" type="checkbox"/> Federal Flood Insurance is available (community participates in NFIP). <input checked="" type="checkbox"/> Regular Program <input type="checkbox"/> Emergency Program of NFIP				
2. <input type="checkbox"/> Federal Flood Insurance is not available because community is not participating in the NFIP.				
3. <input type="checkbox"/> Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available. CBRA/OPA Designation Date: _____				

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, flood insurance is required by the Flood Disaster Protection Act of 1973. If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.			

E. COMMENTS (Optional) BFE: 54 LIFE OF LOAN DETERMINATION This flood determination is provided solely for the use and benefit of the entity named in Section 1, Box 1 in order to comply with the 1994 Reform Act and may not be used or relied upon by any other entity or individual for any purpose, including, but not limited to, deciding whether to purchase a property or determining the value of a property. This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.	HMDA Information State: County: MSA/MD: CT:
--	--

F. PREPARER'S INFORMATION NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)	ORDER NUMBER: 2125702836 DATE OF DETERMINATION October 24, 2014
--	--

SERVICELINK A BLACK KNIGHT COMPANY NATIONAL FLOOD DIVISION  ServiceLink National Flood 1521 N Cooper St Fourth Floor Arlington, TX 76011-5942 Phone: 1.800.833.6347 Fax: 1.800.662.6347	
--	--

Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance

NOTICE IS GIVEN BY: AMERICAN FINANCE HOUSE LARIBA
TO: MEMON, REHAN

Loan Number: 0542410615
Order Number: 2125702836
Determination Date: 10/24/2014

☒ **Notice of Property IN Special Flood Hazard Area (SFHA)**

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards. The area has been identified by the Director of the Federal Emergency Management Agency (FEMA) as a special flood hazard area using FEMA's *Flood Insurance Rate Map* or the *Flood Hazard Boundary Map* for the following community:

BELLAIRE, CITY OF - 48201C0855L

This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a special flood hazard area is 26 percent (26%). Federal law allows a lender and borrower jointly to request the Director of FEMA to review the determination of whether the property securing the loan is located in a special flood hazard area. If you would like to make such a request, please contact us for further information.

☒ **Notice of Property in a Participating Community**

The community in which the property securing the loan is located participates in the National Flood Insurance Program (NFIP). Federal law will not allow us to make you the loan that you have applied for if you do not purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, federal law authorizes and requires us to purchase the flood insurance for you at your expense.

- Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP.
- Flood insurance that provides the same level of coverage as a standard flood insurance policy under the NFIP may be available from private insurers that do not participate in the NFIP.
- You should compare the flood insurance coverage, deductibles, exclusions, conditions and premiums associated with flood insurance policies issued on behalf of the NFIP and policies issued on behalf of private insurance companies and ask an insurance agent as to the availability, cost, and comparisons of flood insurance coverage.
- At a minimum, flood insurance purchased must cover the *lesser of*:
 - (1) the outstanding principal balance of the loan; or
 - (2) the maximum amount of coverage allowed for the type of property under the NFIP.
- Flood insurance coverage under the NFIP is limited to the overall value of the property securing the loan minus the value of the land on which the property is located.
- Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.

☐ **Notice of Property in a Non-Participating Community**

Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. In addition, if the non-participating community has been identified for at least one year as containing a special flood hazard area, properties located in the community will not be eligible for federal disaster relief assistance in the event of a federally declared flood disaster.

☐ **Notice of Property NOT IN Special Flood Hazard Area (SFHA)**

The building or mobile home securing the loan for which you have applied is not currently located in an area designated by the Administrator of FEMA as an SFHA. NFIP Flood insurance is not required, but may be available. If, during the term of this loan, the subject property is identified as being in an SFHA, as designated by FEMA, you may be required to purchase and maintain flood insurance at your expense.

Borrower's Signature / Date

Co-Borrower's Signature / Date

AMERICAN FINANCE HOUSE LARIBA
Lending Institution

Lending Institution Authorized Signature / Date

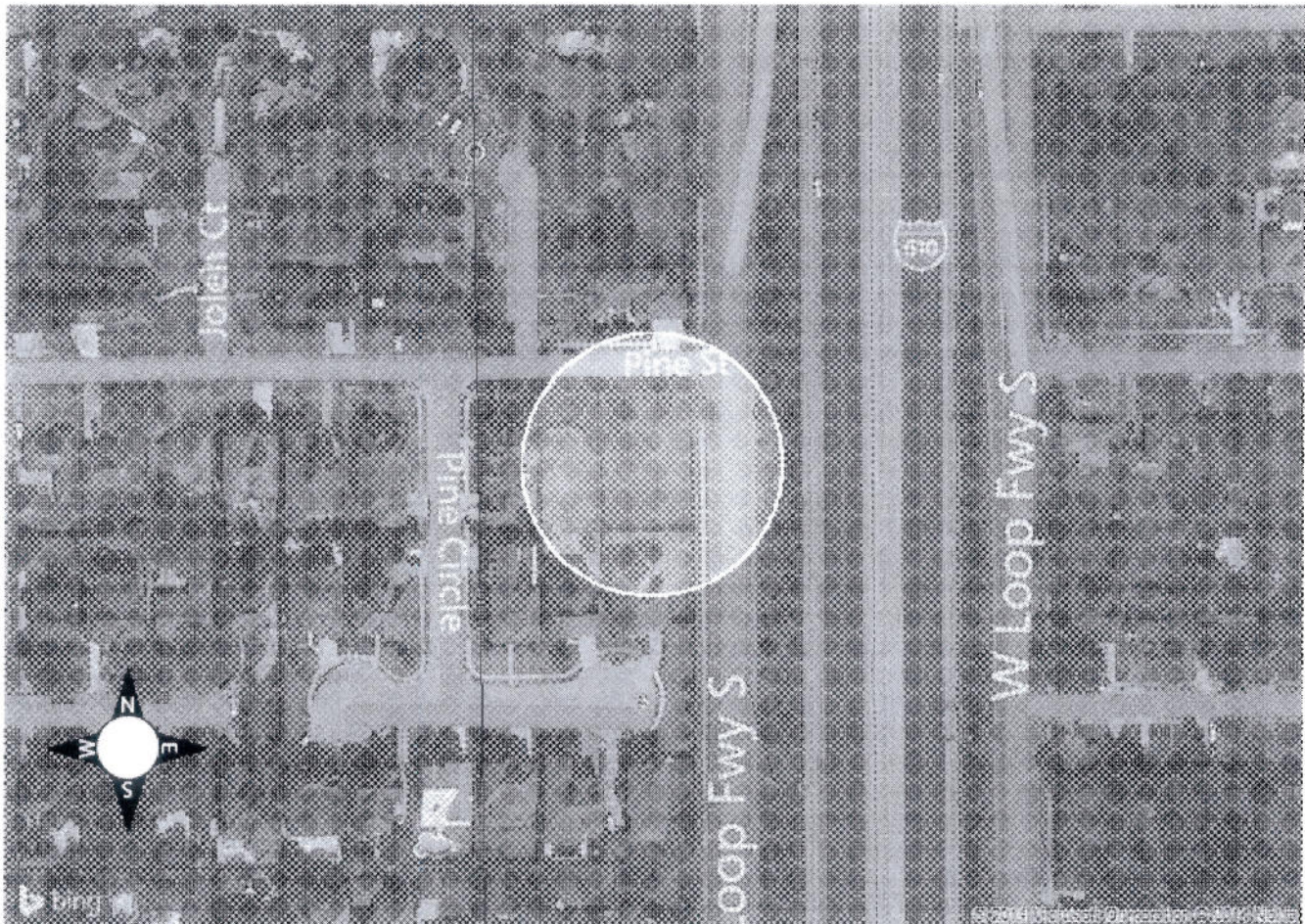
SERVICELINK

A BLACK KNIGHT COMPANY

NATIONAL FLOOD DIVISION

**CertMap™**

Property Address: 4701 PINE STREET HOUSTON TX, 77401		Account #: 1000133700 Order #: 2125702836 Date: 10/27/14
Flood Zone: AE	Is Federal Flood Insurance required for this property ? Yes	Is Federal Flood Insurance available for this property ? Yes
Description:	ServiceLink National Flood provides this aerial CertMap image to valued customers. To obtain a free flood insurance quote, contact your insurance agent or use the contact information below.	
Additional Resources:	To obtain a quote for Flood Insurance, simply call: The National Flood Insurance Program (NFIP) Toll-Free at (888) 379-9531, or by email at FloodSmart@dhs.gov or visit their website at www.floodsmart.gov.	



Legend:



Zone A,V

Zone B,X,BX
ShadedZone C,X,CX
Unshaded

Zone D



Zone None

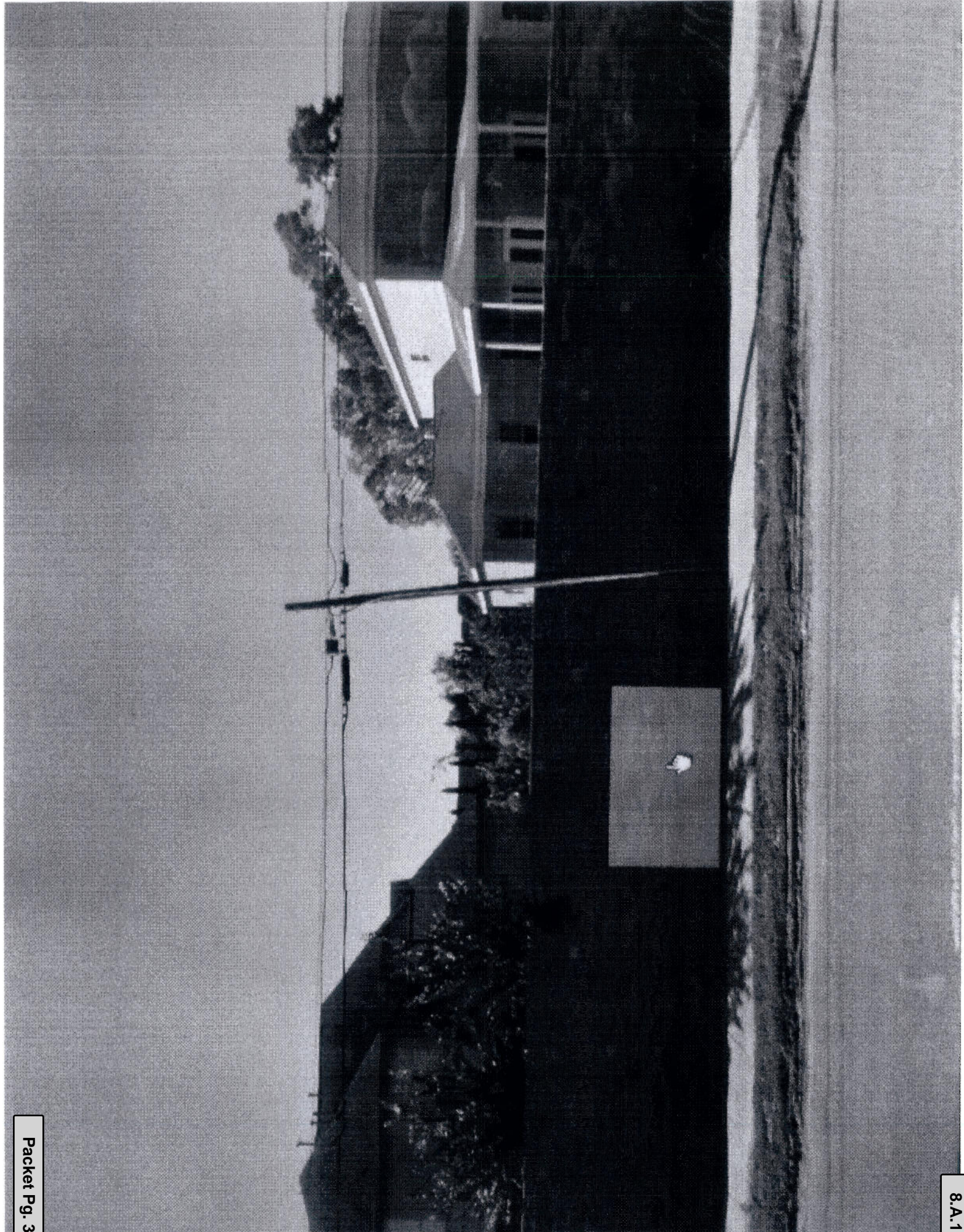


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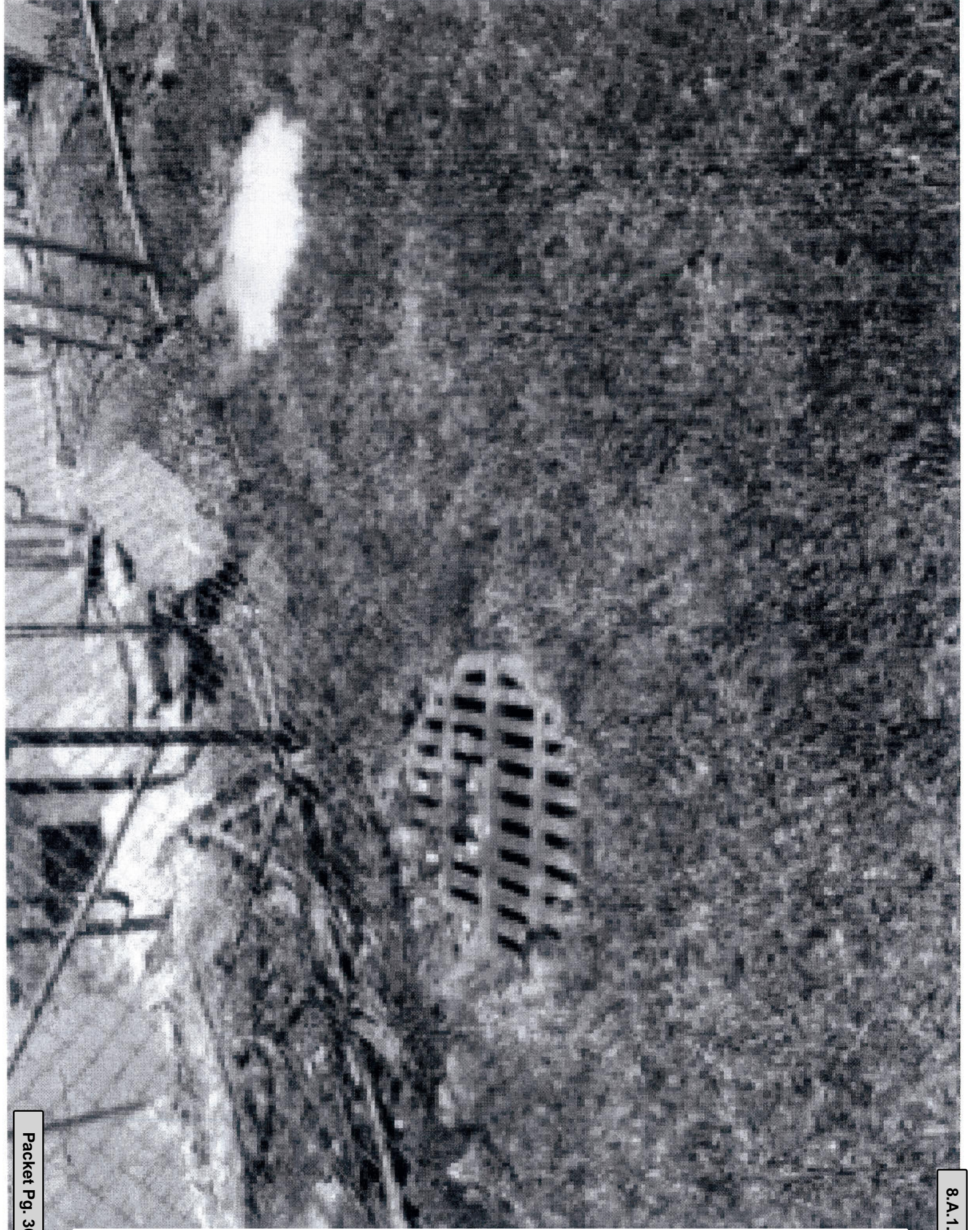
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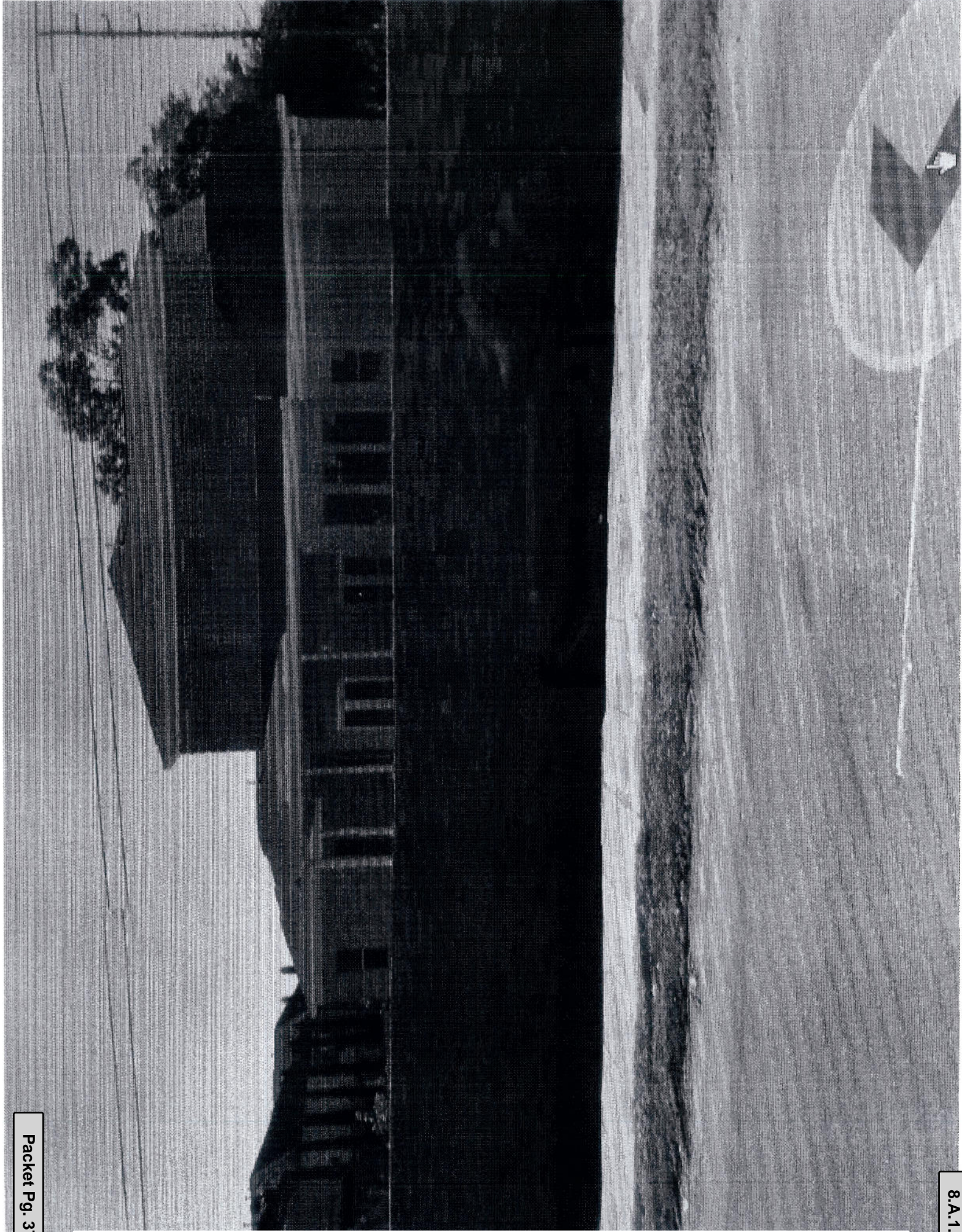
Exclusive mapping product of ServiceLink National Flood.

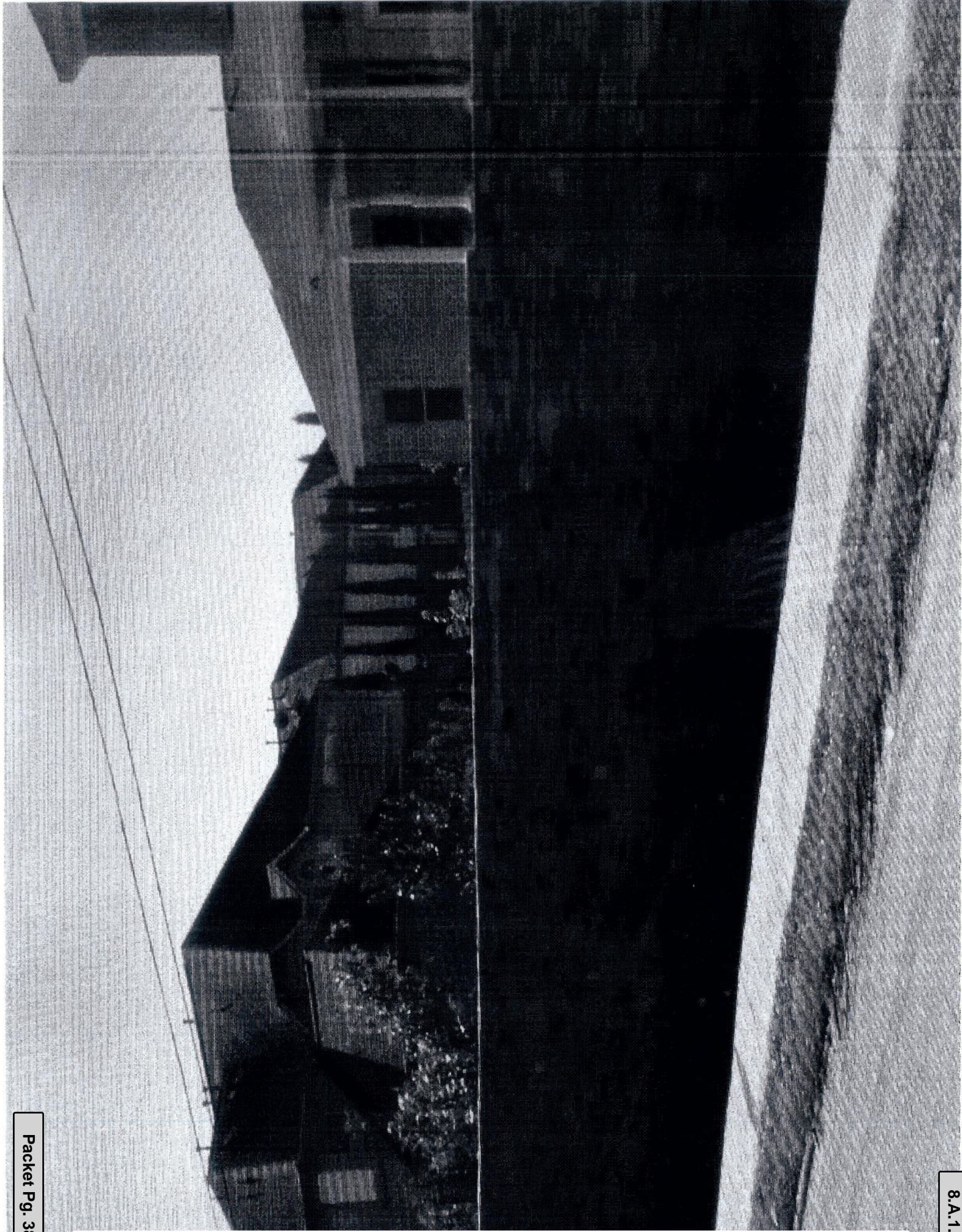
Attachment: 4701 Pine st. Variance (1556 : PH-4701 Pine)











Board of Adjustment

Council Chambers, First Floor of City
Hall
Bellaire, TX 77401



Meeting: 04/16/15 07:00 PM
Department: Development Services
Category: Variance
Department Head: ChaVonne
Sampson
DOC ID: 1555

SCHEDULED**ACTION ITEM (ID # 1555)****Item Title:**

BOA-2015-02-Request by Roy Harper & Associates, Inc., on behalf of Crosspoint Church/West University Baptist Church, owner of the property at 4609 Bellaire Boulevard, for a variance from Chapter 24, Section 526 B. (1) a. of the City of Bellaire Code of Ordinances, to allow for a minimum lot area of approximately 21,600 square feet in lieu of the required 22,000 square feet. The property is located in the R-3 Zoning District.

Background/Summary:

Address: 4609 Bellaire Boulevard
Applicant: Roy Harper & Associates, on behalf of West University
Baptist/Crosspoint Church
Zoning: R-3 Zoning District
Date Filed: April 2, 2015
Mail Outs: Notice of Public Hearing letters mailed out on April 6, 2015
Legal Notice: Published in the Southwest News on April 7, 2015

The applicant is requesting a variance from Sec. 24-526 B. (1) of the City of Bellaire Code of ordinances to reduce the minimum required lot area for a church of 22,000 square feet to 21,600 square feet. (400 square feet variance)

The property is located in the R-3 Residential Zoning District. The applicant has requested a Specific Use Permit to construct a youth building. The Planning and Zoning Commission will hold a public hearing on that request on April 14, 2015 and consider this item at their May meeting.

Information on pending applications before the Planning and Zoning Commission are included for background purposes only. The Board's task is to determine if a variance is warranted for this particular parcel, not to determine the suitability of the proposed development.

The property was purchased by the church in 2004. The current minimum lot size requirement was adopted in August 2014.

Criteria for Review:

General requirements:

The Board shall not grant a variance unless it shall, in each case, make specific written findings based directly upon the particular evidence presented to it which support written conclusions that:

1. Such modifications of the height, yard, area, lot width, lot depth, off-street loading, screening wall, coverage, parking and sign regulations are necessary to secure appropriate development of a parcel of land which materially differs from other

parcels in the district because of a special condition unique to and inherent in the parcel itself, such as restricted area, shape or slope, such that the parcel cannot be appropriately developed without modification.

Without the granting of the variance, the church will not be able to develop and use their property.

2. A literal enforcement of the zoning ordinance from which the variance is requested would result in unnecessary hardship not self-created or personal, nor solely financial in nature.

Since the property was purchased prior to last year's code amendment increasing the minimum lot size, the hardship is not self-created.

3. The granting of the variance will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood.

The variance will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood.

4. The variance desired will not be opposed to the general spirit and intent of this chapter.

The granting of the variance would not be opposed to the spirit and intent of the ordinance.

Recommendation:

Upon review and evaluation of the application and the materials submitted in support of such, the Director of Development Services opines that the request is not in conflict with the standards as outlined in Article VII, Division 1, Section 24-704, and therefore offers no objections to the granting of this variance.

ATTACHMENTS:

- Letter for Variance _ CP Youth Building (PDF)
- Variance application pg 1 (PDF)
- Variance application pg 2 (PDF)
- youth bldg site_property deed_west U (PDF)
- Crosspoint Youth Bldg_Prelim Site Plan (PDF)



April 2, 2015

City of Bellaire Board of Adjustment

7008 South Rice, Bellaire, TX

RE: Crosspoint Church Special - 4609 Bellaire Blvd.

Subject: Proposed Youth Building

Board of Adjustment Members,

Crosspoint Church/West University Baptist (WUB) requests a variance regarding Ordinance 14-041 (to be Sec 24-526 B(1)) for the proposed development at 4609 Bellaire Blvd., Houston TX 77401. Legal address is: Lot 1, of Bellaire Court, a Harris County subdivision, recorded in Volume 27, page 65.

Ordinance 14-041 Section B (1) states the minimum development for a church in a residentially zoned district is 22,000 square feet. The lot owned by Crosspoint/WUB at 4609 Bellaire Blvd. is 21,600 square feet. Thus, we request a variance to allow the church to build a new Youth Building that will serve the functions of the church and will be available for community use as well.

The following conditions stand as reasons for the variance to be granted:

1. No change is being sought after in the existing parcel of land. This property has been owned by Crosspoint/WUB since 2004. The ordinance that requires minimum lot size to be 22,000 square feet was posted recently in August of 2014, and is an "adopted ordinance not yet codified". The property in question is only 400 square feet short of meeting the requirement which amounts to a mere 1.8% difference.
2. When the plan of creating a youth building was conceived, research of ordinances at the time allowed a church to build on a lot that size with a special use permit. Since then the idea of the new youth building has gained momentum within the church community, and only recently has the lot size issue come to light per the adopted ordinance not yet codified. If a variance is not granted, the church will not be able to construct a new building to accommodate their growing youth ministry. Crosspoint's programs and missions engages new and established families, and not having an appropriate facility to accommodate growing youth functions will severely hinder Crosspoint's image and status with families.
3. The purpose of the new Youth Building is to provide a safe and healthy environment for youth to gather for ecclesiastical education, and other appropriate outlets. Crosspoint is committed to serving as a model neighbor, and will do everything in its ability to ensure its good standing with the immediate neighbors as well as the larger Bellaire community. It intends to contribute an aesthetically pleasing, vibrant, and community friendly addition to the neighborhood thus

increasing interest and value in surrounding properties. Crosspoint will provide appropriate buffer between the lot and residential properties through fences and vegetation/plantings. The structure will be within building and set back lines, and only two stories tall, therefore its scale will be appropriate for a residential district facing a main boulevard. Preliminary traffic assessments show no substantial increase in existing traffic conditions. Furthermore, there is no risk for endangerment of public health, safety, and well-being.

4. The variance desired will allow for a Youth Building that is fully compatible with the existing neighborhood and the spirit that the City of Bellaire espouses, and will have only positive impacts on the surrounding residential district.

For further questions and concerns, kindly contact Roy Harper AIA & Associates at 713-668-9989. Roy Harper: royh@royharperaia.com, or Rabia Safdar: rsafdar@royharperaia.com

Respectfully,

A handwritten signature in black ink that reads "ROY HARPER AIA". The signature is stylized with a long vertical line extending from the bottom of the "P" in "HARPER".

Roy Harper, AIA

APPLICATION FOR VARIANCE REQUEST

Applicant shall specifically explain the variance being requested and why the literal enforcement of the zoning regulations of Chapter 24 of the City of Bellaire Code of Ordinances will result in unnecessary hardship. A site plan/survey showing the improvements requiring the variance shall be attached to this application.

DESCRIPTION OF PROPOSED VARIANCE

Address 4609 Bellaire Blvd., Bellaire, Tx 77401

Legal Description (Subdivision, Block, Lot) Lot 1, Bellair Ct
Vol 27, pg 65

Applicant's Name Crosspoint Church (West University Baptist)

Address, Phone number and Email 4601 Bellaire Blvd., Bellaire Tx 77401
832-203-4300 royn@royharperain.com

Property Owner's Name West University Baptist

Authorized Agent Roy Harper AIA & Associates

DESCRIPTION OF VARIANCE REQUEST

Requesting variance to allow
church to build in a residential
district on a lot that is 21,600 ft²,
which is only 400 ft² short of
minimum 22,000 ft² lot size as
stated in ordinance No. 14-04

The section of the Code of Ordinances

That variance request is being made from Chapter 24, Section 24-526B(1)

HARDSHIPS THAT HAVE OCCURRED OR WILL OCCUR WITHOUT THIS VARIANCE

The church has owned this property since 2004, if varian
is not granted it will not be able to use this for
any new building or addition to their ever growing
church campus and will not be able to adequately
provide for their parish. Also, kindly see attached
letter.

Site Plan Included shows existing structure
with proposed additions.

Yes No
See attached

Year Approved Year Denied

List previous variance request N/A

VARIANCE TO MINIMUM STANDARDS CRITERIA

	Minimum Proposed	Proposed	Exceeds Min.
Front Setback	_____	_____	_____
Side Setback	_____	_____	_____
Rear Setback	_____	_____	_____
Lot Coverage	_____	_____	_____
Height of Proposed Structure	_____	_____	_____
Tract or Lot Size	<u>22000</u>	<u>21600</u>	<u>Short 400 ft² of minimum</u>

Proposed structure will meet all of City of Bellevue zoning requirements

Indicate any measures designed into the project to reduce any adverse effect of the proposed variance request.

The difference in lot size requirement is
only a very small 1.8%, therefore any adverse
effect is non-existent

APPEAL FROM BOARD OF ADJUSTMENT DECISION MUST BE MADE TO THE DISTRICT COURT.

SPECIAL WARRANTY DEEDY030453
11/01/04 100631255

\$20.

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THAT 3R DEVELOPMENT, L.L.C., a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars cash and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, paid by WEST UNIVERSITY BAPTIST CHURCH, a Texas non-profit corporation, a Texas non-profit corporation ("Grantee"), has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Harris County, Texas, to wit:

TRACT 1

Lots Seven (7) and Eight (8), in Block Five (5) of WESTMORELAND FARMS, AMENDED FIRST SUBDIVISION, s subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 3, Page 60, of the Map Records of Harris County, Texas; and

TRACT 2

Lot One (1) of BELLAIRE COURT, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 27, Page 65, of the Map Records of Harris County, Texas,

together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein together referred to as the "Property"). This conveyance is expressly made subject to those matters set forth on Exhibit "A" attached hereto (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's legal representations, successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under the Grantor, but not otherwise, and subject, however, to the Permitted Exceptions.

Of the consideration heretofore mentioned, Grantee has paid to Grantor the sum of Ten and No/100ths Dollars (\$10.00) in cash and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, and the remaining

portion of the consideration for the Property is to be advanced to Grantor on behalf of Grantee by The Frost National Bank ("Mortgagee"), pursuant to that certain Promissory Note of even date herewith (the "Note") in the original principal amount of SEVEN MILLION ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$7,180,000.00), executed by Grantee and payable to the order of Mortgagee, said Note bearing interest and being payable as therein provided, and being further and additionally secured by a deed of trust of even date therewith from Grantee to Jimmy R. Locke, Trustee, covering the Property. *assg 12*

But it is expressly agreed and stipulated that the foregoing vendor's lien, as well as the superior title, in and to the Property is hereby retained against the Property, in favor of the holder of the Note until the principal of the Note, together with all accrued interest and other charges thereon, shall have been fully and finally paid according to its face, tenor, effect and reading, when this Deed shall then become absolute.

The Note represents a portion of the purchase price hereof and is payable directly to the Mortgagee, who has advanced money to the Grantor at the request of the Grantee, and in consideration thereof the Grantor does hereby SELL, TRANSFER and ASSIGN unto the Mortgagee, its successors and assigns, the vendor's lien and superior title herein retained against the Property and premises to secure payment of the Note, hereby fully and completely subrogating the Mortgagee, its successors and assigns, to all rights, titles, equities and interests in and to the Note, and all liens against the Property securing payment thereof as if the Note were payable to Grantor and assigned to Mortgagee without recourse.

All ad valorem taxes, standby fees and other assessments pertaining to the Property, together with the payment obligations associated therewith, are assumed by Grantee, it being stipulated and agreed by Grantor and Grantee that said obligations are and shall be fully prorated as of the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FILED
04 NOV -1 PM 2:04
Beaujane B. Rappaport
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXECUTED this 29th day of October, 2004.

GRANTOR:

3R DEVELOPMENT, L.L.C., a Texas limited liability company

By: *Royce J. Hassell*
 Name: Royce J. Hassell
 Title: Manager

GRANTEE'S ADDRESS FOR TAX NOTICES:

West University Baptist Church
 6218 Auden
 Houston, Texas 77005

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29 day of October, 2004, by *Royce J. Hassell, Manager* of **3R DEVELOPMENT, L.L.C.**, a Texas limited liability company, on behalf of said limited liability company.



Karen C. Plummer
 Notary Public in and for
 The State of Texas

Exhibit A – Permitted Exceptions

RETURN TO: HOUSTON TITLE COMPANY
 13455 Cutten Road, Suite 1J
 Houston, Texas 77069

EXHIBIT A

PERMITTED EXCEPTIONS

1. Covenants, conditions and restrictions, as provided in instrument(s) recorded in Volume 857, Page 533 (As to Lot 1 Block 18) Volume 939, Page 289 (As to Lot 3 and 4 Block 18) Volume 566, Page 484 (As to Lot 6 Block 19) and Volume 1303, Page 492 (As to Lot 9, Block 19) of the Deed Records of Harris County, Texas.
2. An easement ten (10 feet wide along the East property line(s) and an aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent thereto for the use of public utilities as set forth in instrument recorded in Volume 1825, Page 56 of the Deed Records of Harris County, Texas. (As to Tract 2)
3. Building Line thirty (30) feet in width along the West line(s), as shown on map recorded in Volume 27, Page 65 of the Map Records of Harris County, Texas. (As to Tract 2)
4. Zoning Ordinances by the City of Bellaire. (As to Tracts 1 and 2)
5. Possible aerial easement along South property line, as indicated by survey dated October 26, 2004, prepared by Fred W. Lawton, R.P.L.S. No. 2321. (As to Tract 1)
6. Possible guy wire easement along the East property line, as indicated by survey dated October 26, 2004, prepared by Fred W. Lawton, R.P.L.S. No. 2321. (As to Tract 1)

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

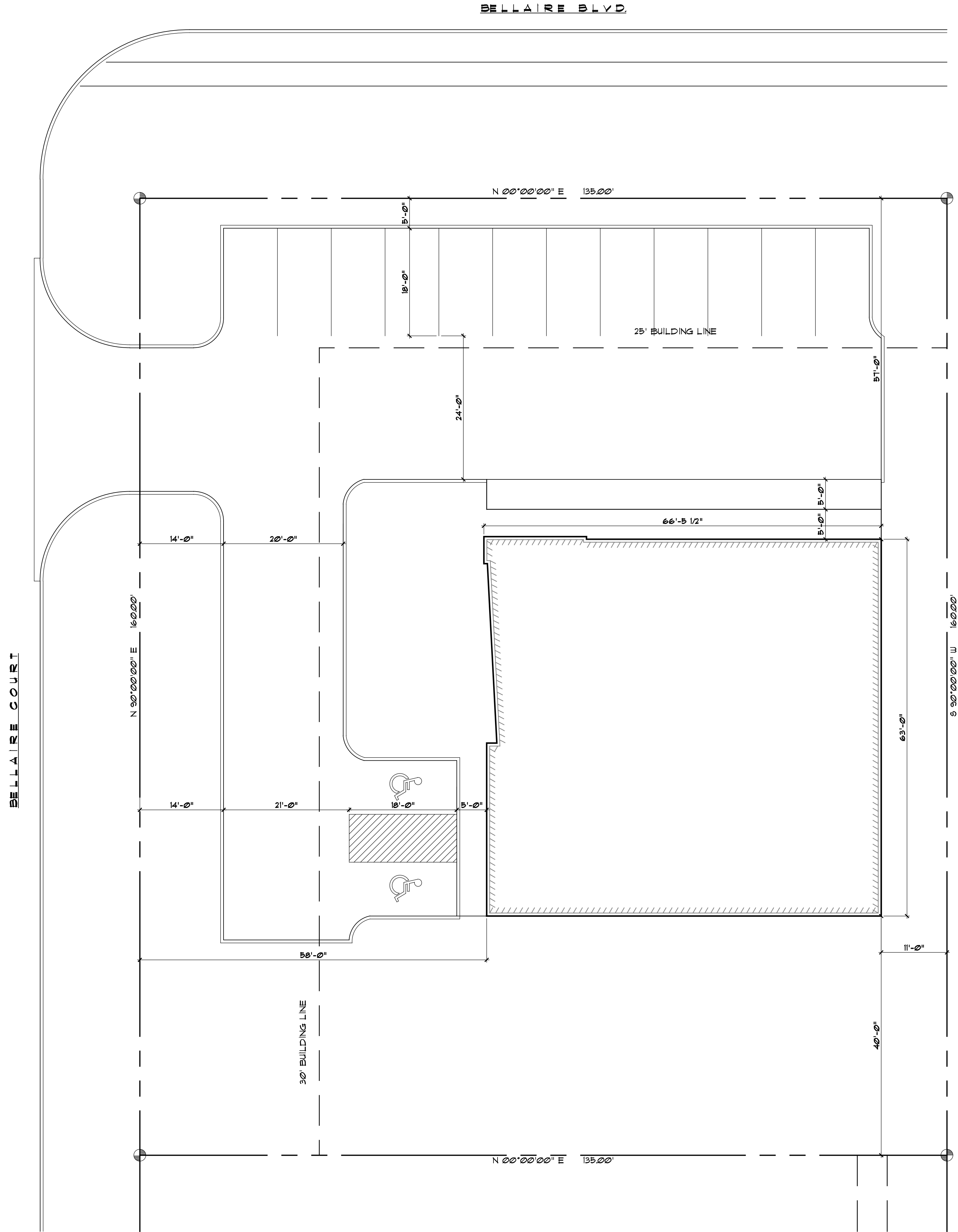
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the site stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV - 1 2004



Dorothy B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Attachment: youth bldg site_property deed_west U (1555 : PH-Crosspoint Variance)



1 SITE PLAN
SCALE: 1" = 10'-0"

LEGAL DESCRIPTION:
LOTS 1 AND 8 IN BLOCK 5, OF WESTMORELAND FARM, 18,
ATTENDED FIRST SUBDIVISION, A SUBDIVISION IN
HARRIS COUNTY, TEXAS ACCORDING TO THE MAP
OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 60,
OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

APPROVAL

DO NOT USE THIS DOCUMENT FOR CONSTRUCTION
UNTIL SIGNED BY ALL THOSE LISTED
REFERENCE ANY SPECIFICATIONS (IF ANY)
FOR ADDITIONAL INFORMATION.

CLIENT

ROY HARPER AIA & ASSOCIATES, INC.

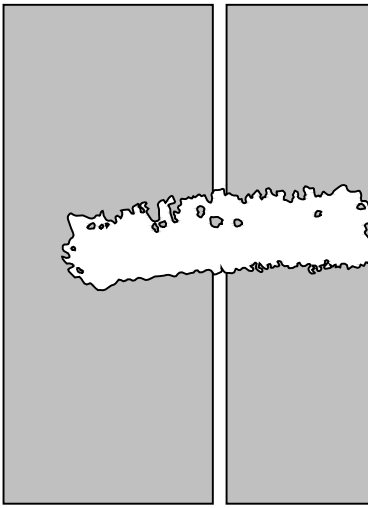
GENERAL CONTRACTOR

ALL INFORMATION DRAWN, WRITTEN, OR IMPLIED, APPEARING
IN THIS DOCUMENT SHALL NOT BE DUPLICATED, DISCLOSED
OR OTHERWISE USED WITHOUT THE WRITTEN PERMISSION OF
ROY HARPER AIA & ASSOCIATES, INC.

THIS IS AN INSTRUMENT OF SERVICE AND THE SOLE
PROPERTY OF THE AUTHOR. THE USE OF THIS DOCUMENT
SHALL BE REVOKED IF ANY OF THE INFORMATION INCLUDED
HEREIN IS NOT USED IN ACCORDANCE WITH THE INTENT
OF THE PROFESSIONAL ARCHITECT.

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CROSSPOINT CHURCH
NEW YOUTH BUILDING



ROY
HARPER AIA
ASSOCIATES
INC.

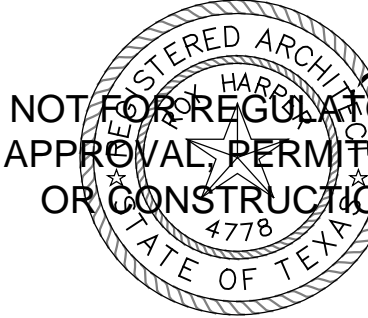
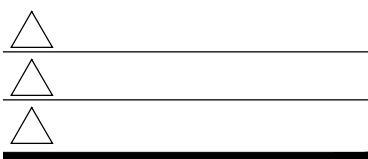
ARCHITECTS
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