

OLD BUSINESS

Sec. 35-310.01. - Generally.

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- (d) An application approval of a subdivision plat within the incorporated areas of the city must comply with Table 310-2, below, where the proposed subdivision abuts an existing subdivision which was recorded and substantially developed as of the effective date of this chapter (hereinafter the "existing subdivision"). The lots abutting the existing subdivision ("buffer lots") must comply with the ~~following minimum lot sizes: lot and building dimensions~~ of Table 310-1 for the "R-20" zoning district and be at least one-hundred (100) feet in depth (as measured from front lot line to the rear lot line) and comply with the minimum area requirements identified in Table 310-2. Open space and passive recreation areas may be allowed on such required buffer lots provided, however, that no vehicular parking areas, driveways, or structures associated with such passive recreation shall be located within fifty (50) feet of the perimeter of the existing subdivision. No private or public street or ingress/egress easement shall be allowed or constructed within one-hundred (100) feet of the perimeter of the existing subdivision.

Table 310-2
DESIGN REGULATIONS

<i>Zoning of Adjacent Subdivision</i>	<i><u>Minimum Required Area of Buffer Lots</u></i>
R-20	R-20 <u>20,000 square feet</u>
RE	R-20 or RE <u>20,000 square feet</u>

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NEW BUSINESS

Sec. 35-491. Civil Enforcement.

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(c) Penalties.

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(3) Civil Penalties Regarding Article VI, Historic Preservation. The civil penalties for violation of any section or other part of article VI of this chapter is as follows:

A. Any person who constructs, reconstructs, alters, restores, renovates, relocates, stabilizes, repairs or demolishes any building, object, site, or structure in violation of any section or other part of article ~~VI~~ ~~VII~~ shall be required to restore the building, object, site, or structure to its appearance or setting prior to the violation.

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(d) Remedies.

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(4) Repayment Obligation. Whenever the city, under subsection (a), shall expend funds to correct a violation of this code, the city shall be entitled to repayment by the violator, and may take any appropriate action, including filing a lien against the property, to secure such repayment.

Sec. 35-614. Demolition.

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(d) Documentation and Strategy

(1) Applicants that have received a recommendation for a certificate shall document buildings, objects, sites or structures which are intended to be demolished with 35mm slides or prints, preferably in black and white, and supply a set of slides or prints to the historic preservation officer [or provide a set of digital photographs in RGB Color. Digital photographs must have a minimum dimension of 3000 x 2000 pixels and resolution of 300 dpi.](#)

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Sec. 35-619. Non-Contributing Structures.

Requests for determination of whether an object, building, structure or sign are contributing or non-contributing to a historic landmark or historic district shall be made on an application obtained from the historic preservation officer through the office of historic preservation. The historic preservation officer shall review the application for completeness and shall make a determination whether the subject of the application is contributing or non-contributing within thirty (30) days of deeming the application complete. The historic preservation officer shall retain, for such period as required under applicable record retention law, a written statement summarizing the reasons for the determination. The historic preservation officer may, at his or her discretion, present the application ~~form~~ to the historic and design review commission for their recommendation.

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35-434 Plat Deferral.

(a) **Applicability.** The [director of development services](#) ~~planning commission~~ may grant a deferral of the requirement to plat for a subdivision of four (4) or fewer lots to allow a submittal for a building permit and/or utility services prior to plat approval. The time period for which the platting requirement may be deferred shall not exceed one hundred eighty (180) days. An application to defer platting may be filed if the following conditions are met:

- (1)The proposed plat is not part of a [an approved](#) planned unit development and/or other city approved applicable plan.
- (2)The proposed project will not require a floodplain development permit.
- (3)The proposed project is not a replat which requires a public hearing involving notification.
- (4)Construction will not encroach onto an existing or proposed easement, right-of-way, or building setback.
- (5)The proposed plat will not require a variance to this chapter.
- (6)The proposed project is not contingent upon a change in zoning district.
- (7)Construction will not occur over the Edwards Aquifer recharge zone.
- (8)All of the proposed lots have existing frontage and access to a public street.
- (9)All utilities are existing and no public improvements will be required with the proposed plat.
- (10)Does not involve closure or vacating of a public right-of-way.
- (11)Applicant shall secure on-site sewage facility approval from the applicable county if required.

(b) **Initiation.** To request a plat deferral, a plat application and a letter of application signed by the landowner or his authorized agent shall be filed with the director of ~~planning and~~ development services. The letter and supporting documentation shall conform to the requirements of Appendix "B."

(c) **Completeness Review.** The director of ~~planning and~~ development services shall review the plat deferral application for completeness as set forth in subsection [35-432](#)(c) of this chapter. The appellate agency for purposes of completeness review (see subsection [35-402](#)(c) of this chapter) shall be the planning commission.

(d) **Decision.**

- (1) Review. The application letter and supporting data shall be reviewed by the ~~department of planning and~~ development services [department \(streets, trees and TIA\), office of historic preservation, transportation and capital improvements storm water](#) and other appropriate departments/agencies within thirty (30) days of receipt of all required documents and fees. Upon receipt of the comments of the reviewing agencies the director of ~~planning and~~ development services shall ~~forward~~ [consider](#) the [application to the planning commission](#) ~~and~~ may grant or deny a request to defer platting.
- (2) Conditions. All plat deferrals shall be subject to the following conditions:

- Recommendations of departments/agencies providing services prior to platting as approved by the director of development services ~~planning commission~~ and consistent with the criteria set forth in article V of this chapter.
- The required subdivision plat shall be formally filed with the director of development services ~~planning commission~~ within one hundred eighty (180) days and shall be considered by the director ~~commission~~ within thirty (30) days thereafter.
- No permanent electrical service or certificate of occupancy shall be issued until the plat is duly approved and recorded in the office of the county clerk.
- If no utility service or building permit is issued within one hundred eighty (180) days, the plat deferral shall become null and void and the platting fees shall not be returned.

(e) **Approval Criteria.** See subsection 35-432(e) of this chapter.

(f) **Subsequent Applications.** See subsection 35-432(f) of this chapter.

~~(g) **Amendments.** See subsection 35-432(g) of this chapter.~~

~~(g)~~^(h) **Scope of Approval.** A plat deferral may be revoked if any of the conditions set forth below apply.

(1) **Deferral Conditions Not Applicable.** If any of the conditions relating to applicability of plat deferral, as set forth in subsection (a) hereto, are found and determined not to apply to the proposed application, or if the applicant requests a variance, the director may revoke the plat deferral.

Revocation of a plat deferral shall render any electric service and/or building permit null and void until such time as a plat is approved and recorded. The applicant may appeal the decision of the director to the planning commission within thirty (30) days after notification of revocation of a plat deferral.

(2) **Plat Deferral - Failure to Submit Plat.** If final submittal for plat approval is not complete within one hundred eighty (180) days of the date the plat deferral was granted, ~~by the director ~~planning commission~~, staff will schedule the plat deferral for commission to consider and adopt a resolution authorizing the termination~~ shall authorize the termination of electric service and/or revocation of the building permits until such time as a plat is approved and recorded.

~~(i) **Recording Procedures.** See subsection 35-432(i) of this chapter.~~

Sec. 35-C103 - Subdivision and Platting Fees.

The following fees are established for plats and subdivision related matters. Platting fees shall be paid at the time of plat application. Any adjustments to the platting fees and other plat related fees shall be paid at the time of formal plat filing. Other fees shall be paid at the time of application.

<i>(A)</i> <i>Permit, Development Order, Document or Action</i>	<i>(B)</i> <i>Fee Amount</i>
Major subdivision plat fees	
Single-family development base fee	\$625.00
Plus a per lot fee	\$80.00
Non-single-family development base fee	\$625.00
Plus a per acre fee	\$550.00
Per lot addressing fee	\$5.00
Minor subdivision plats (not to exceed four (4) lots)	
All fees include a per lot fee	\$80.00
Plus a flat fee based upon the number of acres	
0—3 acres	\$595.00
3.01—10 acres	\$805.00
10.01—20 acres	\$1,075.00
>20 acres (fee includes the below base and per acre fee, plus the lot fee) base fee	\$1,610.00 Plus \$110.00 per acre fee for each acre over twenty (20)
Replat - public hearing	\$250.00
Planning commission application fee	\$200.00
Certificate of platting determination	\$150.00
Subdivision filing fee	\$250.00
Subdivision refund fee	\$75.00
Subdivision special request fee (per reviewer, per hour, one-hour minimum)	\$250.00
Custom map request fee	\$100.00
Subdivision preliminary meeting per hour per discipline (2 hr minimum)	\$100.00
Tree save areas	Platting fees shall be waived for designated tree save areas meeting the provisions for tree save areas in article V of this chapter.

BSL (building setback line) replat (excludes notification fee)	\$200.00
Development plat, per plat	\$563.00
Amending plat fee	\$600.00
Amendment address plat fee	\$50.00
Amending plat fees (to eliminate a lot line change the name of the plat or owner, correct a volume and/or page, and/or correct the legal description)	\$250.00
Administrative exception code variance request UDC	\$350.00
Plat deferral fee, per request	\$500.00
Time extension fee	\$300.00
Vacating declaration fee	\$350.00
Replat - public hearing	\$250.00
Replat fee, with notification fee	\$600.00
Recordation handling fee	\$30.00
Emergency add-on fee	\$500.00
Plan amendment fee, per amendment	\$525.00
Plat and plan review per hour/reviewer	\$100.00
Street name change application fee	\$250.00, plus postage
Street name change installation fee (per sign)	Estimate
Postponement of planning commission hearing fee, per processed postponement	\$400.00
Completeness Review Resubmittal - Plat Review Fee	\$50.00/Resubmittal
Inspection for which no fee is specifically indicated (per hour, one-hour minimum)	\$100.00
After-hours inspection fee (per hour, one-hour minimum)	\$100.00
Additional plan review (i.e. revised) - per reviewer - one-hour minimum	\$100.00

* This does not include lots or acres reserved for parks or open space pursuant to section 35-503 of this chapter.

The following fees are established for master development plans, planned unit developments, vested rights determination and consent agreements. All fees shall be paid at the time an application is filed or the service is requested.

Plan (completeness) review fee, per review	\$700.00
Plan amendment fee, per amendment	\$500.00
Notification fee	\$250.00
MDP/POAD PUD validity verification fee	\$500.00
Rights determination	\$200.00 for homestead property (1 to 3 acres) and \$1,000.00 for single-family residential (over 1 lot or 3 acres) and commercial properties
Rights determination validation	\$250.00
Abbreviated staff review for duration and phasing of rights determination	\$700.00
PUD mailing list	\$100.00
Consent agreement - Rights determination	\$500.00
Special requests	\$250.00
Postponement of planning commission hearing fee per, processed postponement	\$400.00
Preliminary meeting per hour per discipline (2 hr. minimum)	\$100.00
Refund fee	\$75.00
MDP Review Fee (Historic, per review)	\$200.00
Plat Review Fee (Historic, per review)	\$175.00

Sec. 35-402. Completeness Review.

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(c) **Review Procedures**

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(3) **Review By Applicable Director and Appeal - Default Procedure.**

A. Unless a different procedure is described in this article, the provisions of this subsection shall apply to the review of an application for completeness.

B. Not later than five (5) working days after the applicable director shall determine, in writing, whether the application is complete and shall immediately transmit the determination to the applicant. If the written determination is not made within five (5) days after receipt of the application, the application shall be deemed complete for purposes of this chapter. Upon receipt of any resubmittal of the application, a new five-day period shall begin, during which period the applicable director shall determine the completeness of the application. If the application is determined not to be complete, the applicable director's determination shall specify those parts of the application which are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information needed to complete the application. The applicant shall submit materials to the applicable director in response to the list and description. The applicant shall have 35 calendar days to provide the supplemental information before the application will be closed with a decision for denial.

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(5) **Limitation on Further Information Requests.** After the applicable director accepts an application as complete or following a determination by the appellate agency that the application is complete, the applicable director or the reviewing agency shall not subsequently request of an applicant any new or additional information which was not specified in Appendix "B." The applicable director or the reviewing agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application. The applicant has 35 calendar days to provide the supplemental information before the application will be closed with a decision for denial.

The provisions of this subsection shall not be construed as requiring an applicant to submit, with his or her initial application, the entirety of the information which the reviewing [agency](#) may require in order to take final action on the application. Prior to accepting an application, the applicable director shall inform the applicant of any information included in Appendix "B" that will subsequently be required from the applicant in order to complete final action on the application.

Sec. 35-404. Public Hearings Procedures.

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(b) **Meetings.** The planning commission, zoning commission, and historic and design review commission shall hold regularly scheduled public hearings to receive and review public input on those items required by this chapter. On those items where it has review authority, the zoning commission or planning commission shall recommend that the city council approve, approve with conditions or deny such items. If a comprehensive plan, rezoning, or other land use regulation requiring final approval of the city council, or amendment thereto, or other development approval, has been duly submitted to the zoning commission or planning commission, and said commission has continued such action at two (2) consecutive meetings, such action, at the option of the applicant or the city council, shall be deemed to be a negative recommendation. In the event that said commission fails to pass a motion at two (2) consecutive meetings, such action shall be deemed to be a negative recommendation. The director shall thereupon submit the proposed land use regulation or amendment thereto or other development approval to the city council for its consideration.

If an applicant wishes to postpone an item:

1) Prior to the city publishing the case in a newspaper, an applicant may request in writing that the case not be scheduled for a public hearing date. In such cases, the applicant shall have six (6) months from the date of the written request to schedule the case. After expiration of the six-month period, the applicant must submit a new application with new fees for further consideration of a zoning change on the subject property.

2) If a written request for postponement is submitted by the applicant after the city has published a case in the newspaper, the fees paid shall be non-refundable and the case will not be rescheduled for a public hearing date until the postponement fee has been paid by the applicant. In such cases, the applicant shall have six (6) months from the date of the written request for postponement to reactivate the case. After expiration of the six-month period, the applicant must submit a new application with new fees for further consideration of a change on the subject property.

3) If a request for postponement is not received by 4:30 p.m. on the seventh day prior to the public hearing date, the case shall remain on the public hearing agenda and will require the applicant to personally request such a postponement in front of the commission or city council.

~~Except as otherwise specified in section 35-421, if an applicant wishes to postpone an item after submittal for consideration by the commission or city council, then the applicant shall provide a written request either prior to the commission or city council meeting or at the meeting as a verbal request at the dais, and pay any required withdrawal or postponement fees which shall be non-refundable.~~

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Sec. 35-431. - Application for Plat Identification Number/Letters of Certification.

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(b) Initiation.

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(2) **Referral.** The applicant shall circulate the plat to reviewing agencies and departments for identification of any rights-of-way and easements which may be required. If rights-of-way and/or easements are required, the applicant shall prepare instruments dedicating the rights-of-way/easements to the appropriate agencies and departments. The instruments shall be filed for record in the county deed records prior to approval of the development plat. In addition to the certifying departments, copies of the requests for plat review along with required information shall be distributed to ~~AT & T, Cable Television,~~ aviation department, ~~City South Management Authority (CSMA),~~ Bexar Metro 911, and San Antonio River Authority. A letter of certification is not required from these departments.

Sec. 35-B101. Specifications for Documents to be Submitted.

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(c) Information Required. No application for development approval shall be accepted unless the following information and data required is included. The required information and data is set forth in Table [B101-1 B-1](#), below, and any specific regulations set forth in section 35-B102 et seq.

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Sec. 35-B103. Development Plat Application.

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(c) Contents. The development plat shall be prepared as a boundary survey showing:
(1) All of the information required by Table [B101-1 B-1](#) of this appendix;

* * * * *

Sec. 35-B109. Master Development Plan.

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(c) Contents. The master development plan shall include the following information:
(1) The information required by Table [B101-1 B-1](#) of this appendix.

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Sec. 35-B111. Specific Use Authorization Site Plan.

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(b) Contents. The following minimum information shall be shown on the site plan required by this appendix:
(1) All of the information required by Table [B101-1 B-1](#) of this appendix.

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Sec. 35-B113. Planned Unit Development (PUD) Plans.

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(c) Contents. The PUD plan shall include the following:

(1) All of the information required by Table [B101-1](#) ~~B-1~~ of this appendix.

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Sec. 35-B121. Subdivision Plat Applications.

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(c) Contents. The plat applications shall include the following:

(1) All of the information required by Table [B101-1](#) ~~B-1~~ of this appendix.

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Sec. 35-B121. - Subdivision Plat Applications.

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(c) Contents.

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(22) All notes placed on the proposed plat shall be approved by ~~a certifying and/or reviewing agency and the planning and~~ development services director for form and content.

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(24) All easements or fee strips created prior to the subdivision or development of any tract of land shall be shown on the subdivision plat or development plat with appropriate notations indicating the name of the holder of the easement or fee strip, the purpose of the easement, the dimensions of the easement or fee strip tied to all adjacent lot lines, street rights-of-way and plat boundary lines and the recording reference of the instruments creating and establishing the easement or fee strip. If an easement has not been defined by accurate survey dimensions, such as an "over and across" easement, the subdivider shall request the owner of the easement to define the limits and location of the easement through the property within the plat boundaries. If the holder of an undefined easement does not define the easement involved and the applicant certifies to the director the owner's refusal to define the easement, the applicant shall provide accurate information on the subdivision or development plat about the centerline location of all existing pipelines or other utility facilities placed in conformance with the easement owners' rights.

Sec. 35-B121. - Subdivision Plat Applications.

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(f) Certification and Forms.

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(6) Form F: Performance Agreement.

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Name

Address

City and Zip Code

I, _____ as _____ do hereby agree that if the proposed plat _____ (number and name) _____, filed by me is approved by the Planning Commission of the City of San Antonio, Texas, the Director of Development Services of the City may retain the plat in his possession without recording same for a maximum period of three (3) years from the date of plat approval, by which time I will have completed all site improvements and same will have been accepted by the City of San Antonio and County if Applicable, or until I have filed with the Finance Department for the City of San Antonio one (1) of the following forms guaranteeing that all such improvements will be constructed within three (3) years of the date of plat approval and shall be payable to the City of San Antonio. The form of the guarantee of performance shall be as follows:

(1) A performance bond, meeting the requirements set out in Chapter 35 of the City Code, and which will be substantially in the form set out in Exhibit B of Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.

(2) An [irrevocable](#) trust agreement, meeting the requirements set out in Chapter 35 of the City Code and which will be substantially in the form set out in Appendix B to Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.

(3) Cash or cashier's check in the full amount of the uncompleted and unaccepted site improvements deposited with the Director of Development Services.

(4) An irrevocable standby letter of credit drawable in the State of Texas on a federally insured commercial bank and meeting the requirements set forth in Chapter 35 of the City Code and which will be substantially in the form set out in Appendix B to Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements. The irrevocable letter of credit shall not expire prior to three (3) years and ninety (90) days from the date of plat approval.

In any event, I fully understand and agree that, in addition to the requirement for a performance bond, irrevocable trust agreement, irrevocable standby letter of credit, and/or cash or cashier's check deposit to guarantee completion and acceptance of the site improvements before the plat is recorded, as hereinbefore stated, I, the undersigned subdivider and my heirs, or assigns, successors, or subsequent purchasers having any right, title or interest in the property described as _____ or any part thereof, shall be liable to the City of San Antonio that all site improvements will be completed and, except for planned residential district bufferyards and public benefit features, accepted by the City within the time provided herein. However, should the completion of such site improvements be delayed by reason of strikes, riots, acts of God, acts of the public enemy, injunction or other court action, or any other cause similar to those enumerated beyond my control, I shall be entitled to an extension of time equal to the time of such delay, which extension of time is to be fixed finally by written certificate made by the Director of Development Services. It is expressly declared that no such allowance of time will be made unless claimed by me and allowed and certified in writing by the Director of Development Services at the end of each period of such delay.

I further fully understand and agree that periodically until the expiration of three (3) years from the date of plat approval, the Director of Development Services shall review the cost estimate to complete the uncompleted site improvements outstanding at that date to determine the adequacy of any performance guarantee. Should the Director of Development Services conclude that the sum set out in such performance guarantee is inadequate to provide for the completion of the uncompleted site improvements he shall require either a substitute or an additional guarantee to cover the newly estimated cost.

Should such necessary additional or substitute guarantee fail to be provided to the Director of Development Services within thirty (30) days of the request for same, I understand and agree that the Director of Public Works and Development Services shall refuse to accept a performance guarantee under any form which is related to the plat of a subdivision in which I have a principal or subsidiary interest. Such a plat once it has been approved by the Planning Commission may be recorded only in the manner prescribed in Chapter 35 of the City Code.

In addition, I further fully understand and agree that, if after the expiration of the time periods referred to herein, the site improvements have not been satisfactorily completed and accepted, the Director of Development Services shall refuse to accept a performance guarantee, under any form, which is related to a plat in which I have an interest.

In any event, I agree that approval of the plat shall expire after three (3) years from date of approval unless I have either had all site improvements accepted by the City and recorded the plat, or requested a time extension for plat recordation and provided an approved performance guarantee.

Executed this _____ day of _____, _____.

Subdivider

By: _____

Title: _____

* * * * *

FORM F - EXHIBIT A

STATE OF TEXAS _____ X

_____ X

COUNTY OF BEXAR _____ X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the recording of a plat requires either the completion of all site improvements and their acceptance by the City of San Antonio ("City"), a municipal corporation of the County of Bexar and the State of Texas, (and the County of Bexar, if applicable), or the execution of a Performance Agreement and the filing with the Finance Department for the City one (1) of the therein listed Performance Guarantees guaranteeing that such improvements will be constructed within three (3) years of the date of plat approval and is payable to the City; and,

WHEREAS, I _____, as _____, have previously entered into such a Performance Agreement with the City, regarding the proposed plat (number and name) _____, under which agreement the City agreed to record my plat before completion of all site improvements in exchange for my filing the above Agreement and Guarantee; and,

WHEREAS, such Performance Agreement, dated _____ / _____ / _____, is set to expire before all such site improvements have been constructed;

NOW THEREFORE, I fully understand and agree that the terms of such Agreement and Guarantee shall be extended until _____ / _____ / _____, as permitted by the Planning Commission. In Witness Whereof, the parties have caused their representatives to set their hands this day _____ / _____ / _____.

Principal: _____ City: _____

By: _____ Title: _____

Sec. 35-B121. - Subdivision Plat Applications.

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(f) Certification and Forms.

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(8) Form H: Performance Bond.

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State of Texas X
 X
County of Bexar X

Performance Bond

Known all men by these presents:

Subdivider: _____

Surety: _____

Surety's Texas Address for Demand: _____

Surety's Phone Number: _____

Bond Amount: _____

Subdivision Plat (No. and Name): _____

Date of Planning Commission Approval: _____

Site Improvements: _____

This Performance Bond is given to the City of San Antonio in satisfaction of the guarantee of performance requirements of Article 4 of the Unified Development Code of the City of San Antonio. The rights and obligations of Subdivider, Surety, and the City of San Antonio are governed by the terms and conditions set forth on Exhibit A, which is incorporated into this bond for all purposes as if fully set forth.

In Witness Whereof, the parties have caused their representatives to set their hands.
/Subdivider Name/a Texas corporation /Surety Name/, a Texas corporation

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Printed Name: _____

Date: _____ Date: _____

Approved and accepted this _____ day of _____

City of San Antonio,
a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

[Approved as to form on behalf of](#) City Attorney

(ATTACHMENT: Power of Attorney)

Exhibit A: Performance Bond Terms and Conditions

Whereas, the Subdivider petitioned the Planning Commission of the City of San Antonio for permission to develop a subdivision within the jurisdiction of the City;

Whereas, the Subdivision Plat, which shows the subdivision, was approved by the Planning Commission on the Date of Planning Commission Approval;

Whereas, the City's Unified Development Code ("UDC") requires that the site improvements ("Site Improvements") set out below be completed by Subdivider in conformance with the UDC within three years from the Date of Planning Commission Approval;

Whereas, the UDC requires that an approved subdivision plat may not be filed for record in the office of the county clerk until such Site Improvements have been completed and have been accepted by the City of San Antonio, or until there is provided to the City of San Antonio a guarantee of performance that such Site Improvements will have been completed and will have been accepted by the city within three years of the date on which the plat was approved; and

Whereas, the Subdivider has elected to provide to the City of San Antonio such a guarantee of performance in lieu of waiting to record the Subdivision Plat until all Site Improvements have been completed.

Now therefore, the Subdivider, as principal, and Surety, as surety, jointly and severally guarantee to the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas ("City"), full payment of the Bond Amount if the required Site Improvements are not completed and accepted by City within three years of the Date of Planning Commission Approval or such extended deadline for performance as Subdivider may obtain in conformity with the UDC. Subdivider and Surety bind themselves and their respective heirs, administrators, executors, and assigns, jointly and severally, firmly to this bond.

If the Site Improvements are not timely completed, the City of San Antonio need only make written demand on the Surety at the Surety's [Texas](#) Address for Demand for City's estimate of the cost of completing the Site Improvements. The Demand cannot exceed the Bond Amount. If the City demands less than the full Bond Amount but is unable to complete the Site Improvements, it may make multiple draws until the Site Improvements are completed or until it has drawn the full Bond Amount. If upon completion of the Site Improvements City still has unspent Surety funds, City must refund the unspent funds to Surety.

Changes in the nature or extent of Site Improvements do not impair Surety's obligations, but nothing increases the Bond Amount without Surety's written consent.

If, within three years of the Date of Planning Commission Approval or such extended deadline for performance as Subdivider may obtain in conformity with the UDC, Subdivider constructs or causes to be constructed the Site Improvements according to the requirements of the UDC, then this obligation terminates. Otherwise the obligation under this bond remains in full force and effect.

Sec. 35-B121. - Subdivision Plat Applications.

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(f) Certification and Forms.

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(9) Form J: Irrevocable Trust Agreement.

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City of San Antonio Irrevocable Trust Agreement Securing Subdivider's Performance of
Development-Related Obligations.

This Irrevocable Trust Agreement is entered into among Subdivider, Trustee, and City as of the
effective date stated below.

Subdivider:

Subdivider's Address:

Trustee Name and Texas Address: Irrevocable Trust Institution as defined by the Texas Finance
Code, Title 3. Financial Institutions and Businesses, Subtitle F

Trustee's Phone Number:

City: City of San Antonio

City's Address: P.O. Box 839966,
San Antonio, Texas 78283-3966 (Attention: Director, Development Services)

Irrevocable Trust Amount:

Irrevocable Trust Account Number:

Subdivision Name:

Plat No.:

County:

1. This is an irrevocable Trust Agreement Securing Subdivider's Performance of 1.
Development-Related Obligations under the Unified Development Code of the City of San
Antonio, Texas ("UDC"). The Terms and Conditions of Subdivider irrevocable Trust

Agreements ("Terms and Conditions") contained in the UDC are incorporated into this Agreement for all purposes as if fully set forth. A copy of the Terms and Conditions are attached for convenience, but in case of a conflict, the text of the UDC controls. If the terms and conditions contained in the UDC change during the pendency of this irrevocable trust, the terms and conditions in effect at the beginning of this trust continue to govern it unless all parties agree otherwise in writing.

2. Subdivider and Trustee each acknowledge receipt of the Terms 2. and Conditions of Subdivider Trust Agreements contained in the UDC.

3. Subdivider has delivered to Trustee the Irrevocable Trust Amount in 3. immediately available funds and U.S. currency. Trustee acknowledges receipt of the Irrevocable Trust Amount in immediately available funds and U.S. currency and accepts the obligations of this Irrevocable Trust as set out in the Terms and Conditions of Subdivider Irrevocable Trust Agreements contained in the UDC.

In Witness Whereof, the parties have caused their representatives to set their hands to be effective as of the following effective date:

City of San Antonio, _____/Subdivider, a Texas municipal corporation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Approved as to Form:

City Attorney's Office

/Trustee/,

a "Trust Institution" as defined by the Texas Finance Code, Title 3. Financial Institutions and Businesses, Subtitle F

By: _____

Printed Name: _____

Title: _____

Terms and Conditions of Subdivider Irrevocable Trust Agreements

1. Scope of Terms and Conditions.

These terms and conditions govern all [Irrevocable](#) Trust Agreements Securing Subdivider's Performance of Development-Related Obligations that are entered into under the Unified Development Code of the City of San Antonio, Texas.

2. Subdivider Undertaking.

Subdivider pledges to City to fulfill its infrastructure-related obligations arising from the Subdivision independently of this [Irrevocable](#) Trust. This Trust is merely intended to secure Subdivider's obligations, not replace or satisfy them.

3. [Irrevocable](#) Trust, Withdrawals.

Trustee must hold the [Irrevocable](#) Trust Amount in trust for City to secure Subdivider's infrastructure-related obligations arising from the Subdivision. All withdrawals must be approved by the Director of Development Services, and may be withdrawn as follows:

By Subdivider:

Subdivider may withdraw from the [Irrevocable](#) Trust Amount when 50 % or more of the remaining cost estimate has been completed and approved in writing by the Director of Development Services. The Director of Development Services shall not approve any withdrawal until subdivider delivers an engineer's certification, from a licensed engineer in the state of Texas, attesting to the accuracy of the dollar amounts of the construction cost of the remaining improvements. Subdivider may not withdraw more than four times (not to include a one time substitution approved by the director of development services upon the granting of a time extension) during the life of the [irrevocable](#) trust. In no event shall the amount of the trust be less than twenty (20) percent of the total amount of the original cost estimate until all improvements have been completed and approved.

To make a withdrawal, Subdivider must deliver to Trustee a Draw Request Form signed by the Subdivider and Director of Development Services acknowledging completion of some or all of Subdivider's infrastructure-related obligations. Draw Request Forms shall be substantially in the same form as Form V in Appendix B of the Unified Development Code. Developer's and City's acknowledgment must state the dollar value of the completed infrastructure-related obligations.

By City:

City may withdraw from the [Irrevocable](#) Trust Amount to complete Subdivider's infrastructure-related obligations if Subdivider has failed to timely fulfill those obligations. Trustee must honor any attempted draw by the City if the draw is in writing and represents to the Trustee that Developer has failed or refused, or anticipatorily breached its obligation, to timely complete its infrastructure-related obligations arising from the Subdivision. City may withdraw as much as is reasonably necessary to fulfill Subdivider's infrastructure-related obligations arising from the Subdivision. City may make multiple draws. Draw Request Forms shall be substantially in the same form as Form W in Appendix B of the Unified Development Code.

4. Accounting by City.

If City withdraws any part of the [Irrevocable](#) Trust Amount, within 60 days of completing Subdivider's infrastructure-related obligations arising from the Subdivision, City must deliver to Subdivider an accounting of the money spent. Subdivider acknowledges that the statutory formalities applicable to contracting by City may make the City's cost of completion higher than that Subdivider would have incurred had it completed the work itself.

5. Federal Deposit Insurance.

Trustee must keep the [Irrevocable](#) Trust Amount in an interest-bearing ;enn; account or accounts at federally-insured commercial bank or banks. Trustee must spread the Trust Amount over as many different institutions as necessary to assure the entire [Irrevocable](#) Trust Amount is covered by federal deposit insurance.

6. Termination of [Irrevocable](#) Trust.

This [Irrevocable](#) Trust Agreement terminates only when the City delivers a written release of trust to Trustee, with a copy to Subdivider. City has 45 days after engineering certification, including seal, of completion of Subdivider's infrastructure-related obligations arising from the Subdivision in which to deliver a written release of the trust. If City fails to do so timely, Subdivider may sue for a release of the [irrevocable](#) trust.

7. Interpleader.

If Trustee is joined as a party to a lawsuit arising out of this [Irrevocable](#) Trust, Trustee may interplead the funds remaining in Trust with any court of competent jurisdiction in Bexar County, Texas. Upon so doing, Trustee is absolved of liability both to City and to Subdivider for all sums interpleaded and for all sums previously paid to City under this Agreement. Upon depositing the funds into the court registry pursuant to an interpleader, Trustee is entitled to recover from the sums deposited its reasonable and necessary attorneys fees actually incurred in making the interpleader.

8. Integration.

Subdivider may contract separately with Trustee regarding all aspects of this trust relationship not covered by this agreement, including Trustee's fees and any indemnity Trustee may wish to be provided, but not such agreements may contradict this Agreement or impair the city's rights under it. This Agreement is a fully integrated statement of City's rights as to Trustee and Subdivider. There are no oral or other written agreements to which City is a party governing the terms of this [irrevocable](#) trust. Without limiting the generality of the above, City need not pay any fee to Trustee, and City cannot lawfully, and will not, indemnify Trustee in any respect.

9. Public Information.

All parties acknowledge that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

10. Prohibited Interests in Contracts.

10.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee

has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

10.02. Subdivider and Trustee each warrant and certify as follows:

- (i) They and their respective officers, employees and agents are neither officers nor employees of the City.
- (ii) They have tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

10.03. Subdivider and Trustee acknowledge that City's reliance on the above warranties and certifications is reasonable.

Form J-1: Irrevocable Trust Agreement Draw Request Form (Subdivider).
Draw Request Form (Subdivider)

Date: _____/_____/_____

Plat No. _____/_____/_____

Subdivider's Name:

Address:

Phone Number:

Trustees' Name:

Address:

Phone Number:

Escrow Total (Start of Trust): _____ 20% Reserve Amount: _____

Escrow Total (Current): _____ Total Request for this Draw: _____

Construction Item	Previous Draw Totals/Amounts	Request for this Draw
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that all the information stated herein is true and accurate, and is based on construction costs bearing the signature and seal of a licensed engineer in the state of Texas (original cost estimate and cost estimate for remaining work attached). This draw request is submitted for reimbursement of funds. All completed work has been done in accordance with the standards and procedures outlined in the City of San Antonio Unified Development Code. I understand that I cannot obtain additional monies from the trust escrow account without the approval of the Director of Development Services, and that approval of any work completed does not constitute acceptance of any improvements. I also understand that a 20% reserve based on the original certified estimate will not be released until all work is complete and approved by the Director of Development Services (and County Engineer if located in the Extra Territorial Jurisdiction).

Subdivider's Signature _____

Print Name:

Title:

Date:

State of Texas X
 X

County of Bexar X

Before me, a notary public for the State of Texas, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct on this the

_____/_____/_____ day of
_____/_____/_____, 20_____.

Notary Public in and for the State of Texas

My commission expires: _____

The property that is the subject of this trust escrow account was inspected on
_____/_____/_____ (date). The draw amount is acceptable and
approved.

City of San Antonio Signature _____ Date _____

Print Name:

Title:

Form J-2: Draw Request Form (City)
Draw Request Form (City)

Date: _____/_____/_____
Plat No. _____/_____/_____

Subdivider's Name:

Address:

Phone Number:

Trustees' Name:

Escrow Total (Start of Irrevocable Trust): _____ 20% Reserve Amount: _____

Escrow Total (Current): _____

Total Request for this Draw: _____

Construction Items to be completed Request for this Draw

_____	_____	_____
_____	_____	_____
_____	_____	_____

This draw request is submitted to Trustee for release of funds associated with the plat number indicated above. The subdivider named above has failed, refused, or anticipatorily breached its obligation to timely complete its infrastructure related obligations arising from the subdivision of the plat identified above.

City of San Antonio Signature _____ Date _____

Print Name:

Title:

Sec. 35-B121. - Subdivision Plat Applications.

* * * * *

(f) Certification and Forms.

* * * * *

(10) Form K: Irrevocable Letter of Credit.

* * * * *

Irrevocable Standby Letter of Credit

No. _____

Date: _____

Expiration Date: _____

Beneficiary:

City of San Antonio
City Hall
P.O. Box 839966
San Antonio, TX 78283-3966

Applicant: _____

Applicant Name: _____

Applicant Address: _____

City, State, Zip, Country

Plat No. _____ Plat Approval Date: _____

To City of San Antonio:

We hereby issue our Irrevocable Standby Letter of Credit No. _____ in your favor up to the aggregate amount of U.S. \$ _____/_____/_____ (_____/_____/_____ and _____/100 U.S. Dollars) ("Stated Amount") available by draft(s) drawn on us at sight, marked "Drawn under Irrevocable Standby Letter of Credit No. _____ of (Bank Name), San Antonio, Texas" accompanied by the following:

Beneficiary's written statement purportedly signed by its City Manager, the Director of Development Services, or their authorized representative reading as follows: "The undersigned is an authorized representative of the City of San Antonio (hereinafter "Beneficiary") and has the authority to make the following statement: Beneficiary hereby certifies that the funds drawn under this letter of credit are drawn in accordance with City of San Antonio Unified Development Code and associated provisions regarding performance guarantees of site improvements."

Partial Drawings are permitted however the aggregate amount of all drawings may not exceed the Stated Amount.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or to which this letter of credit relates unless agreed to in writing by (Bank Name) and the City of San Antonio. Notwithstanding the above, the amount owing under this Letter of Credit may be amended by substituting another Letter of Credit that also meets all the criteria provided in this chapter.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of (Bank Name) under this Irrevocable Letter of Credit is the individual obligation of (Bank Name), and is in no way contingent upon reimbursement by applicant with respect thereto.

We hereby engage with you that documents drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored if presented for payment to (Bank Name), (Physical Address of Bank) on or before the expiration date of this Letter of Credit.

This Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("ISP98"), and as to matters not addressed by ISP98 is subject to and governed by Texas State Law and applicable U.S. Federal Law.

Bank Name _____
(Authorized bank signature)

Print: _____

Title: _____

Attest:
By: _____

Print: _____

Title: _____

Approved as to form: _____
City Attorney's Office

the maintenance period of one (1) year (or longer as required by other City Ordinance), as provided, then this bond shall be null and void and have no further effect, but if default shall be made by the Principal in the performance of its duty to so maintain and repair said work, then this bond shall have full force and effect, and the City of San Antonio shall have and recover from the Principal and Surety damages resulting from such condition; and it is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be made until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

Principal and Surety both acknowledge that this agreement is entered into in San Antonio, Bexar County, State of Texas. The construction of this agreement and the rights remedies, and obligations arising there under are governed by the laws of the State of Texas. Both Principal and Surety hereby agree that the Texas conflicts of law rules do not control this agreement and will not be used to cause the application of the laws of a jurisdiction other than the State of Texas. The obligations performable by both Principal and Surety are performable in San Antonio, Bexar County, Texas.

Additionally, Surety agrees that the City of San Antonio will satisfy any legal or contractual requirements arising from or in connection with this performance bond by directing such action to the Texas office listed below. Surety shall not waive or amend this office without the prior consent in writing of the City of San Antonio.

IN WITNESS WHEREOF, said Principal has caused this bond to be executed and Surety has caused this bond to be executed by its attorney in fact and said attorney in fact, (print name), has hereunto set his or her hand, the _____ day of _____, 20 _____.

Name of Principal	Name of Surety
By (<u>print name</u>)	By (<u>print name</u>)
Title _____	Title _____
Address _____	Address _____
Phone _____	Phone _____

The name, address and phone number of the Resident Agent of Surety is: (must be Texas office)

*Power of Attorney attached

NOTE: Date of Maintenance Bond shall not be prior to date of acceptance of the improvements

* Warranty Start Date:

Warranty End Date:

* Warranty period shall begin on the date the plat is recorded or the date of preliminary field approval of the improvements, whichever is later in time.

Exhibit A: Cash [or Cashier's Check](#) Warranty Deposit Terms and Conditions

Whereas, the UDC requires that Site Improvements inspected as complete by the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas ("City") be guaranteed to remain in good repair and to remain in compliance with the UDC for a period of one year after the date of City's Warranty Start Date.

Whereas, the UDC further requires that Subdivider post security to provide assurance to the City that Subdivider's guarantee will be honored.

Whereas, the Subdivider has elected to provide such assurance to the City in the form of a cash deposit [or Cashier's Check](#) in the Deposit Amount.

Now therefore, Subdivider posts the Deposit Amount with City as security for Subdivider's guarantee that the required Site Improvements will remain in good repair and condition in accordance with the Plans and the then current regulations of the City of San Antonio applicable to the Site Improvements (collectively, the "Applicable Requirements") for one (1) year from the Warranty Start Date, which shall be the date the plat is recorded or the date of preliminary field approval of the Site Improvements, whichever is later in time ("Warranty Period").

If the City determines that the Site Improvements need maintenance or repair to conform with the Applicable Requirements within the Warranty Period, City shall notify Subdivider at the Address specifying such required repairs and provide the City's estimate of the cost of such required maintenance or repairs. If Subdivider fails to commence such repairs within thirty (30) days after receipt of such notice or fails to diligently pursue and complete such repairs, City may make or provide for the maintenance or repairs and recover the cost from the Deposit Amount. City may make multiple draws until all necessary maintenance or repairs are completed or until it has drawn the full Deposit Amount. If the Deposit Amount has not been fully spent, City must refund the unspent portion of the Deposit Amount to Subdivider at the completion of the Warranty Period within thirty days.

Subdivider shall immediately notify City of any change to the Address, and such notice shall be directed to the Director of Development Services, P.O. Box 839966, San Antonio, Texas 78283.

Subdivider may contract separately with outside entities regarding aspects of this Cash [or Cashier's Check](#) Warranty Deposit not covered by this document but no such agreement may contradict this Cash Warranty Deposit or impair the City's rights under it. This document is a

fully integrated statement of City's rights as to Subdivider and the Deposit Amount. There are no oral or other written agreements to which City is a party governing the terms of this Cash or Cashier's Check Warranty Deposit.

* * * * *

(22) Form V-1: Cash/Cashier's Check Warranty Deposit Acknowledgement.

CASH/CASHIER'S CHECK WARRANTY DEPOSIT ACKNOWLEDGEMENT

The undersigned hereby acknowledges and agrees that _____ (cash deposit, cashier's check) in the amount of \$ _____, submitted on _____ (dd/mm/yyyy) by the Undersigned to the City of San Antonio in accordance with §501(h)(3) of Chapter 35 of the City of San Antonio Code of Ordinances ("UDC"), is intended solely as a warranty deposit for Plat _____ (number and name), filed with the City of San Antonio on _____ (date filed), in fulfillment of the Developer/Subdivider's obligations under that Section.

The undersigned further acknowledges and agrees that this warranty deposit will be governed by all applicable sections of the UDC, and will operate solely as a maintenance guarantee for the required site improvements by _____ (Developer/Subdivider), as indicated on Plat _____ (number and name), and will only be released to _____ (Developer/Subdivider), or their designated agent in accordance with UDC §§35-501(h) and 35-B121(f)(21), and that notwithstanding any agreements between the Undersigned and _____ (Developer/Subdivider), neither the Undersigned nor any other third parties shall have any interest in this warranty deposit, per UDC §§35-501(h) and 35-B121(f)(21).

In Witness Whereof, the parties have caused their representatives to set their hands.

Undersigned _____	City of Antonio, a Texas municipal corporation
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Company Name: _____	Title: _____
Date: _____	Date: _____

* * * * *

Whereas, the UDC requires that an approved subdivision plat may not be filed for record in the office of the county clerk until such Site Improvements have been completed and have been accepted by the City of San Antonio, or until there is provided to the City of San Antonio a guarantee of performance that such Site Improvements will have been completed and will have been accepted by the city within three years of the date on which the plat was approved; and

Whereas, the Subdivider has elected to provide to the City of San Antonio such a guarantee of performance in lieu of waiting to record the Subdivision Plat until all Site Improvements have been completed.

Now therefore, Subdivider posts the Deposit Amount with City as security for Subdivider's guarantee that the required Site Improvements shall be completed and (if applicable) accepted by City within three years of the Date of Planning Commission Approval or such extended deadline for performance as Subdivider may obtain in conformity with the UDC.

If the Site Improvements are not timely completed, City may make or provide for the completion of the Site Improvements utilizing the Deposit Amount. City shall notify Subdivider at the Address and provide the City's estimate of the cost of completion. Subdivider acknowledges that the statutory formalities applicable to contracting by City may make the City's cost of completion higher than what Subdivider would have incurred had it completed the work itself. City may make multiple draws until all necessary maintenance or repairs are completed or until it has drawn the full Deposit Amount. If upon completion of the Site Improvements City still has unspent Deposit Amount funds, City must refund the unspent funds to Subdivider. Changes in the nature or extent of Site Improvements do not impair Subdivider's obligations, but nothing increases the Bond Amount without Subdivider's written consent.

If, within three years of the Date of Planning Commission Approval or such extended deadline for performance as Subdivider may obtain in conformity with the UDC, Subdivider constructs or causes to be constructed the Site Improvements according to the requirements of the UDC, then this obligation terminates and unspent funds shall be returned to Subdivider. Otherwise the obligation under this deposit remains in full force and effect.

Subdivider shall immediately notify City of any change to the Address, and such notice shall be directed to the Director of Development Services, P.O. Box 839966, San Antonio, Texas, 78283.

Subdivider may contract separately with outside entities regarding aspects of this Cash [or Cashier's Check](#) Performance Deposit not covered by this document but no such agreement may contradict this Cash [or Cashier's Check](#) Performance Deposit agreement or impair the City's rights under it. This document is a fully integrated statement of City's rights as to Subdivider and the Deposit Amount. There are no oral or other written agreements to which City is a party governing the terms of this Cash [or Cashier's Check](#) Performance Deposit.

* * * * *

(24) Form W-1: Cash/Cashier's Check Performance Deposit Acknowledgement.

CASH/CASHIER'S CHECK PERFORMANCE DEPOSIT ACKNOWLEDGEMENT

The undersigned hereby acknowledges and agrees that _____ (cash deposit, cashier's check) in the amount of \$ _____, submitted on _____ (dd/mm/yyyy) by the Undersigned to the City of San Antonio in accordance with §437(a) of Chapter 35 of the City of San Antonio Code of Ordinances ("UDC"), is intended solely as a performance deposit for Plat _____ (number and name), filed with the City of San Antonio on _____ (date filed), in fulfillment of the Developer/Subdivider/Applicant's obligations under that Section.

The undersigned further acknowledges and agrees that this performance deposit will be governed by all applicable sections of the UDC, and will operate solely as a guarantee for performance of required site improvements by _____ (Developer/Subdivider/Applicant), as indicated on Plat _____ (number and name), and will only be released to _____ (Developer/Subdivider/Applicant), or their designated agent in accordance with UDC §§35-437(d) and 35-B121(f)(22), and that notwithstanding any agreements between the Undersigned and _____ (Developer/Subdivider/Applicant), neither the Undersigned nor any other third parties shall have any interest in this performance deposit, per UDC §§35-437(f) and 35-B121(f)(22).

In Witness Whereof, the parties have caused their representatives to set their hands.

Undersigned _____	City of Antonio, a Texas municipal corporation
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Company Name: _____	Title: _____
Date: _____	Date: _____

Sec. 35-B121. - Subdivision Plat Applications.

* * * * *

(f) Certification and Forms.

* * * * *

(25) Form X: Legal Declaration: Subdivision Common Areas And Facilities



City of San Antonio
Development Services
Department
Land Entitlements Section

FORM X
LEGAL DECLARATION:
SUBDIVISION COMMON AREAS
AND FACILITIES

For: _____ Subdivision Plat #: _____

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared
_____ who, being duly sworn by me, deposes and
says:

(1) That my name is _____ and that I am
_____ of _____ the entity that
owns the real property described below, hereinafter referred to as the "Property".

(2) That the property is identified by the following legal description (which should match the
plat filing):

(3) That _____ is the “Declarant” of the Property and declares that the Property shall be held, sold and conveyed subject to restrictions, covenants, and conditions which shall be deemed to be covenants with the land and imposed to benefit and burden each lot and other portion of the Property in order to maintain within the Property a planned community of high standards. Such covenants will be binding on all parties having heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

(4) That the Declarant and every Owner of a lot by virtue of ownership of such lots shall be a member of the _____ Homeowner Association hereinafter referred to as the “Association”.

(5) That the Association shall establish a maintenance fund and shall use the proceeds of such funds in providing for normal, recurring maintenance charges for the common areas/facilities for the use and benefit of all members of the Association. The Association shall, in addition, establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the common maintenance areas/facilities. The fund shall be established and maintained out of regular annual assessments.

(6) That Declarant shall covenant to the benefit of the City of San Antonio that, in the event that the Association is never formed, is formed and subsequently dissolved, or fails to establish, maintain, repair, and replace such common area facilities, the owners of the separate lots within the Property at the time of such failure shall be liable, jointly and severally, for such costs as the City incurs in so performing on their behalf. Such covenant will be binding on all owners,

including any heirs, personal representatives, successors, or assigns, and shall inure to the benefit of each owner thereof.

(7) That Declarant hereby assigns its right of ingress and egress across and over the property to the City of San Antonio for purposes of conducting official City business; which may include removal of obstructions during emergency situations in which case the City shall not be held liable for its repair, replacement, or any future maintenance.

For: _____

By: _____

LANDOWNER – APPLICANT

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 20_____.

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Upon Recordation, Please Return to:

Sec. 35-B121. - Subdivision Plat Applications.

* * * * *

(f) Certification and Forms.

* * * * *

(26) Forms Y-1 and Y-2: Re-Plat Application Affidavit

FORM Y-1 RE-PLAT APPLICATION AFFIDAVIT

USE THIS FORM IF ORIGINAL PLAT IS NOT THE ONLY INSTRUMENT BY WHICH
COVENANTS AND RESTRICTIONS THEREIN ARE RECORDED

(date)

City of San Antonio
Development Services
Attn: Land Entitlements
1901 South Alamo
San Antonio, Texas 78204

Re-plat Application Affidavit for _____ Subdivision, plat number _____.

Know all men by these presents that I (we), the undersigned, hereby acknowledge that I am (we are) the owner(s)/proprietor(s) of all the lots embraced by the above plat number approved by the City of San Antonio on _____, and recorded in Volume _____, Page _____, County Deed and Plat Records.

I (we) further hereby attest that the proposed replat _____ (plat name) does not amend, remove or violate, or have the effect of amending, removing, or violating any covenants or restrictions that are contained or referenced in a dedicatory instrument recorded in the real property records separately from the preceding plat or replat. In addition, the replat does not attempt to amend, remove, or violate, or have the effect of amending, removing, or violating, any and existing public utility easements without the consent of the affected utility companies.

Property owner/Agent

State of Texas §
 §

County of Bexar _____ §

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 20_____.

(SEAL)

FORM Y-2 RE-PLAT APPLICATION AFFIDAVIT

USE THIS FORM IF ORIGINAL PLAT IS THE ONLY INSTRUMENT BY WHICH
COVENANTS AND RESTRICTIONS THEREIN ARE RECORDED

(date)

City of San Antonio
Development Services
Attn: Land Entitlements
1901 South Alamo
San Antonio, Texas 78204

Re-plat Application Affidavit for _____ Subdivision, plat number _____.

Know all men by these presents that I (we), the undersigned, hereby acknowledge that I am (we are) the owner(s)/proprietor(s) of all the lots embraced by the above plat number approved by the City of San Antonio on _____, and recorded in Volume _____, Page _____, County Deed and Plat Records.

I (we) further hereby attest that the proposed replat _____ (plat name) does not attempt to amend or remove any covenants or restrictions.

Property owner/Agent

State of Texas §
§
County of Bexar §

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 20_____.

(SEAL)

Sec. 35-B130. – Homeowners’ Association Documentation.

* * * * *

(a)(1) Articles of Incorporation **General Terms**.

* * * * *

(a)(2) Restrictive Covenant to Maintain Improvements

EXHIBIT A

AGREEMENT CREATING A RESTRICTIVE COVENANT ON REAL ESTATE

THIS AGREEMENT entered into this <XX DAY OF X MONTH, XXXX>, by and between, <HOA LEGAL NAME> (the “HOA”) and the City of San Antonio, Texas, a municipal corporation (the “City”).

WHEREAS, the HOA is the owner of certain common areas located <LOCATION WITHIN CITY, NEIGHBORHOOD, SUBDIVISION, ETC.> and legally described, as follows:

<INSERT LEGAL DESCRIPTION HERE>

WHEREAS, the development of <DEVELOPMENT NAME> required the construction of <LIST IMPROVEMENT COVENANT PROTECTS> in order to <DESCRIBE ORDINANCE, AGREEMENT, CONDITION, ETC. REQUIRING IMPROVEMENT>, and the developer of <DEVELOPMENT NAME> has constructed the <LIST IMPROVEMENT COVENANT PROTECTS> upon the Real Estate; and

WHEREAS, the HOA, in order to encourage the City to accept construction of the <LIST IMPROVEMENT COVENANT PROTECTS> as complying with <DESCRIBE ORDINANCE, AGREEMENT, CONDITION, ETC. REQUIRING IMPROVEMENT>, has executed this Agreement, creating a restrictive covenant binding upon HOA and enforceable by the City.

NOW THEREFORE, in consideration for the City accepting the construction of the <LIST IMPROVEMENT COVENANT PROTECTS>, the HOA hereby covenants with the City as follows:

1. The purpose (the “Public Purpose”) of the <LIST IMPROVEMENT COVENANT PROTECTS> is to <DESCRIBE GOAL OF REQUIRED IMPROVEMENT>. The parties acknowledge that the HOA is entitled to use, and control the use of, <LIST IMPROVEMENT COVENANT PROTECTS> for purposes other than the Public Purpose, as long as such additional use does not interfere with that Public Purpose. The City shall have no obligations regarding the use of the <LIST IMPROVEMENT COVENANT PROTECTS>, or the control of that use, other than to enforce the public’s right to <DESCRIBE GOAL OF REQUIRED IMPROVEMENT>. Nothing contained herein shall be deemed to place any responsibility upon the City, regarding the <LIST IMPROVEMENT COVENANT PROTECTS>, other than the obligations, as may be imposed by law, to enforce, and preserve, the public’s right to the <DESCRIBE GOAL OF REQUIRED IMPROVEMENT>.

2. The HOA shall be responsible to maintain the <LIST IMPROVEMENT COVENANT PROTECTS> so that they are adequately and appropriately fulfilling their Public Purpose, and so that they are not in violation of any applicable rule, regulation, statute, law or ordinance.

In the event that the HOA shall fail to maintain the <LIST IMPROVEMENT COVENANT PROTECTS>, the City may serve a written notice of such failure (the “Notice of Delinquency”) upon the HOA at <HOA MAILING ADDRESS>, or at such address subsequently given to the City, setting forth the manner in which the HOA has so failed. Such Notice of Delinquency shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the HOA shall fulfill the obligations.

In the event that the HOA fails to fulfill the obligations, or has dissolved, the City may serve a written notice of such failure (the "Notice of Delinquency") upon each of the property owners belonging to the HOA, setting forth the manner in which the HOA has so failed and notifying them of their joint and several liability for its obligations. Such Notice of Delinquency shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which one or more of the property owners shall fulfill the obligations.

If said obligation is not fulfilled within the time specified, the City, in order to insure proper functioning of the <LIST IMPROVEMENT COVENANT PROTECTS> or to prevent the <LIST IMPROVEMENT COVENANT PROTECTS> from becoming a nuisance, may perform the obligations listed in the Notice of Delinquency. All costs incurred by the City, in carrying out such obligations, may be assessed against the Real Estate, and said assessments may be established as liens upon said Real Estate. The exact amount of such assessment shall be determined by the City Council?, and shall be certified by the City Clerk to the County Clerk, at the time of certifying other city taxes to the county, and the County Clerk shall be permitted to extend the same on the tax roll of the County, against Real Estate, and it shall be collected by the County and paid to the City as any other taxes are collected and paid.

The City may attempt to collect such costs from the HOA prior to assessments; however, the City shall not be obligated to do so. Should the HOA, upon receipt of said Notice of Delinquency, believe that the obligations described in such Notice of Delinquency are not proper for any reason, it may, within a twenty day period, apply for a hearing before the governing body of the City, to appeal such Notice of Delinquency. The decision by the governing body

of the City shall be final regarding the obligations set forth in such Notice of Delinquency.

3. This covenant shall be deemed to run with the Real Estate.

4. This covenant shall be enforceable by the City of San Antonio. This covenant may not be amended or removed without the written consent of the City of San Antonio.

IN WITNESS WHEREOF, the parties have executed this Agreement this <XX DAY OF X MONTH, XXXX>.

<HOA LEGAL NAME>

By: _____

<NAME AND TITLE OF AUTHORIZED AGENT>

City of San Antonio

By: _____

<NAME AND TITLE OF AUTHORIZED AGENT>

Sec. 35-403. - Notice Provisions.

* * * * *

(d) Minor Application and Zoning Site Plan Amendments Not Requiring Renotification.

(1) The provisions of this subsection (d) shall govern to the extent not inconsistent with provisions relating to minor amendments for a specific category of development permits or development orders. Minor amendments to the application or previously approved zoning site plan may be made without requiring resubmission of the entire application. For purposes of this subsection, "minor amendments" are amendments which:

- A. Permit equal or fewer dwelling units, floor area, lot coverage or impervious surface than that requested on the original application;
- B. Reduce the impact of the development; or
- C. Reduce the amount of land involved from that indicated in the notices of the hearing.

(2) A minor amendment shall not, in any case, permit:

- A. An increase in the number of dwelling units, floor area, lot coverage or impervious surface development;
- B. A different land use than that requested in the application;
- C. A larger land area than indicated in the original application; or
- D. A greater variance than that requested in the application.

(3) A minor amendment shall not reduce or eliminate conditions adopted in this chapter or otherwise adopted by city council ordinance for a specific use authorization or conditional zoning district unless a new notice of zoning commission recommendation and city council action is provided prior to the final decision thereto.

(4) **Zoning Intensity.** For purpose of notification the following table of intensity of zoning shall be used. The intensity ranges shall constitute all districts on the following table that lie between the existing zoning district of the subject property and the requested zoning district for the subject property. Consideration of such a recommendation shall not require renotification. ~~Upon request of the property owner, imposition of a "NA" or "R" suffix on a request for a rezoning to the "C 2" or "C 3" districts shall not require renotification. An applicant may not amend a rezoning request to multi-family without renotification. Flex Districts (UD, RD, RF MI 1 and MI 2), overlay districts and special districts shall require renotification.~~

A. The following requests for zoning shall require renotification:

- i. Amending a zoning request to or from any multi-family district,
- ii. Amending a zoning request to or from any Flex district (UD, RD, FR MI-1 and MI-2)
- iii. Adding or removing an overlay district,
- iv. Amending a zoning request to or from any Special district; or
- v. Amending any zoning request outside the range of Table 403-2.

B. The following requests for zoning shall not require renotification:

- i. Amending a zoning request to decrease the density of a multi-family district, notwithstanding (d) (4) A. i above.
- ii. Amending a zoning request to change a use in an IDZ base or overlay district that will decrease density or intensity consistent with Table 403-2; or
- iii. Request of the property owner for imposition of "NA" or "R" suffix for "C-2" or "C-3" districts.

Table 403-2

Intensity Ranges

"RP"

"RE"

"R-20"
"R-6"
"R-5"
"R-4"
"R-3"
"RM-6"
"RM-5"
"RM-4"
"MF-18"
"MF-25"
"MF-33"
"MF-40"
"MF-50"
"MF-65"
"NC"
"O-1"
"C-1"
"O-1.5"
"C-2NA," "C-2P"
"C-2"
"O-2"
"C-3NA"
"C-3R"
"C-3"
"D"
"L"
"I-1"
"I-2"

Example an applicant with a property presently zoned "R-6" and requesting "C-3" could receive a recommendation for approval of any of the following districts "R-5," "R-4," "R-3," "NC," "O-1," "O-1.5," "C-1," "C-2NA," "C-2P," "C-2," "O-2," "C-3NA," "C-3R OR "C-3" without requiring renotification. Rezoning to a "MF" district would require renotification.

Sec. 35-403. - Notice Provisions.

(a) **Generally.** The notice requirements for each type of application for development approval are prescribed in the individual subsections of this article applicable thereto and/or the Texas statutes. The notice requirements for certain types of public hearings are established in Table 403-1 below provided, however, that to the extent of any inconsistency between the provisions of this section and any state statute, the state statute shall govern.

(b) **Contents of Notice.** The notice shall state the time, date and place of hearing and a description of the property subject to the application. The notice shall include, at a minimum, the following:

- The street address, if the street address is unavailable, the legal description by NCB/CB, block, and lot metes and bounds or a general description of the location of the property, either using block numbers, nearby street intersections or approximate distances from intersections.
- The current zoning district, if any; and
- The category of permit requested and a brief description of the proposed development including density or building intensity, revised zoning classification (if any), and uses requested.

In Table 403-1, the method for providing notice is provided in column (A) and the types of permits affected are set forth in columns (B) through (J). In Table 403-1, an asterisk (*) indicates that the type of notice prescribed in column (A) is required for the category of development order prescribed in columns (B) through ~~(J)~~(L), while a dash (—) indicates that the notice is not required.

Table 403-1
Notice Requirements

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Type of notice	Amendments to Master Plan	<u>Amendments to future land use or text changes to the Community, Neighborhood, Perimeter or Sector Plans</u>	Rezoning	Master Development Plan	Items Requiring Public Hearing Before the Board of Adjustment	Subdivision Plat, Major	Subdivision Plat, Minor	Certificate of Appropriateness (Not Including Administrative Approval Certificates)	Permits, Orders or Approvals Not Mentioned Requiring Public Hearing	Request for Demolition of a Historic Landmark or Potential Historic Landmark	Historic Designation Application Approved by Historic Preservation Officer
Publication: Publication in an official newspaper of general circulation before the 15th day before the date of the hearing.	*	*	*	—	*	* (6) (5)	(6) (5)	—	*	—	—
Mail: Written notice of the public hearing shall be sent.	—	* <u>(1)</u> (2)	* <u>(1)</u> (2) (3)	—	* <u>(1)</u> (2)	(6) (5)	(6) (5)	—	* <u>(1)</u>	* <u>(1)</u> (2)	* <u>(2)</u> (6) (7)
Internet: Post notice on the city's Internet website until the process has been completed.	* (7) (6)	*	*	* (7) (6)	*	* (7) (6)	* (7) (6)	*	*	*	—
Signage: Post a sign on the property subject to the application. Signs to be installed and provided by the	—		* (4) (5) <u>(3)</u> (4)	—	—	—	—	*	—	*	—

Sec. 35-523. Tree Preservation.

* * * * *

(l) **General Maintenance.** Significant [trees](#), heritage [trees](#), ~~or~~ mitigation [trees](#), [or](#) trees [planted to meet tree canopy requirements](#) must be maintained in a healthy condition at all times. The property owner is responsible for irrigating, fertilizing, pruning and other maintenance of all trees as needed. Except for residential development, mitigation trees that are planted on the property and that die within twelve (12) months of final inspection are subject to the mitigation requirements set forth in subsection [\(g\)](#) ~~(e)~~ at a ratio of one-inch mitigation for every one (1) inch of a significant, heritage, or mitigation trees that dies. However, a significant or heritage or mitigation tree that dies from other than natural causes shall be mitigated at a ratio as defined in table 523-2. Any tree that dies must be replaced with another living tree of the same category type or better within ninety (90) days after notification by the city. The director of planning and development services may extend this time period up to an additional ninety (90) days due to weather considerations. If the plants have not been replaced after appropriate notification and/or extension, the property owner shall be in violation of this section. If a public utility disturbs trees, it shall make every reasonable effort to preserve the trees and return them to their prior location and condition after the utility work is completed. If nonetheless, trees die, replacement is not the responsibility of the property owner if the death or destruction of the trees is due to the action of a public utility.

* * * * *

Sec. 35-523. Tree Preservation.

* * * * *

(p) Public Projects.

* * * * *

(1) Preservation. A minimum of twenty-five (25) percent of all diameter inches of protected trees within the project boundary/limits must be preserved, [and shall be in accordance with 35-523\(h\)](#).

* * * * *

Sec. 35-A101. Definitions and Rules of Interpretation.

* * * * *

(b) Definitions. Words with specific defined meanings are as follows:

* * * * *

Minor subdivision. A subdivision involving four (4) or fewer lots fronting on an existing street that does not involve (i) the creation of any new streets, alleys or safety lanes; (ii) the extension of off-site utilities; or (iii) the installation of drainage improvements.

Mitigation tree. A tree used for the purpose of mitigating the destruction or removal of a protected or heritage tree pursuant to the requirements of the tree preservation standards. A mitigation tree must have a caliper of at least one and one half (1 ½) ~~two and one half (2½)~~ inches.

Mixed use building. A building which contains two (2) or more of the following major use types: residential, office, or retail.

* * * * *

Motor vehicle sales (sales only). An establishment that sells only motor vehicles including autos, trucks, RV's, boats, motorcycles and provides no on-site repair for the public or for its own stock of vehicles. Allows for on-site washing and detailing of vehicles.

Mulch. Non-living organic and ~~inorganic~~ materials customarily used in landscape design to retard erosion, retain moisture, maintain even soil temperature, control weeds, and enrich the soil. Mulch used for tree canopy, streetscape, buffer, mitigation, and landscape requirements shall be organic hardwood material.

Multi-phase project. A project on a tract of land within the city or its extraterritorial jurisdiction ("ETJ") where the entire property will be platted in two (2) or more plat phases or units.

* * * * *

Sec. 35-B125. Tree Permit-Tree Stand Delineation Plan Option

As an alternative option to the tree preservation plan, a tree stand delineation plan may be submitted. The tree stand delineation plan shall include at a minimum a current aerial, satellite, photographic, or digital imagery [in color](#) and stored and analyzed by computer generated software such as but not limited to ArcView or AutoCAD with a minimum resolution of six-inch pixels with a scale of one inch equals four hundred feet (1" = 400'), and additional information contained herein. The applicant shall also provide a habitat compliance form consistent with section 35-B133, as applicable.

* * * * *

Sec. 35-B127. - Tree Permit—Public Project Preservation Plan.

* * * * *

(c) **Contents.** The tree preservation plan shall include the following information:

* * * * *

(4) The location, species and size in diameter inches of each Significant or Heritage trees, [or areas of canopy](#) within the project area as defined in subsection 35-523(f). Each tree is to be given a unique number which cross references or identifies the trees in the inventory;

* * * * *

Sec. 35-526. Parking and Loading Standards.

TABLE 526-3b
Parking in Nonresidential Use Districts

	<i>Permitted Use</i>	<i>Minimum Vehicle Spaces</i>	<i>Maximum Vehicle Spaces</i>
<u>SERVICE</u>	<u>MEDICAL – skilled nursing facilities</u>	<u>0.3 per bed</u>	<u>1 per bed</u>

Sec. 35-311. Use Regulations.

TABLE 311-1 RESIDENTIAL USE MATRIX

TABLE 311-1 RESIDENTIAL USE MATRIX																				
PERMITTED USE	RP	RE	R-20	NP-15	NP-10	NP-8	R-6	RM-6	R-5	RM-5	R-4	RM-4	MF-18	MF-25	MF-33	MF-40	MF-50 & MF-65	ERZD	LBCS FUNCTION	LCBS STRUCTURE
<u>Public Safety Facilities</u>	<u>P</u>	<u>P</u>	<u>6400</u>																	

TABLE 311-2 NONRESIDENTIAL USE MATRIX

TABLE 311-2 NONRESIDENTIAL USE MATRIX													
PERMITTED USE	O-1 & O-1.5	O-2*	NC	C-1	C-2	C-3	D	L	I-1	I-2	ERZD	(LBCS Function)	
<u>Government Public Safety Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>6400</u>	

TABLE 311-2a NONRESIDENTIAL USE MATRIX

TABLE 311-2a NONRESIDENTIAL USE MATRIX													
PERMITTED USE	Urban		Rural		Farm			Mixed Industrial					
	UD Major Node	UD Minor Node	RD Major Node	RD Minor Node	FR Ag Commercial	VILLAGE CENTER FR/FR	Minor Node	MI - 1	MI-1 Minor Node	VILLAGE CENTER - MI	MI - 2	MI-2 Minor Node	VILLAGE CENTER - M2
<u>Government Public Safety Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

Sec. 35-A101. Definitions and Rules of Interpretation.

* * * * *

(b) Definitions. Words with specific defined meanings are as follows:

* * * * *

Public right-of-way (2). An area or strip of land, either public or private, occupied or intended to be occupied by a street, walkway, railroad, utility line, drainage channel, or other similar uses.

Public Safety Facilities. These facilities shall include police, fire, sheriff, and emergency medical service facilities and shall include the facilities of both the City of San Antonio, Bexar County, and other fire and law enforcement providers. A public safety facility may include overnight accommodations for employees, areas for storage of vehicles and emergency response equipment and may or may not be open to the general public. Public safety facilities shall not include hospitals, emergency care clinics, or ambulance services as identified in Tables 311-2 and 2a.

Pyramidal roof. A pyramid-shaped roof with four (4) sides of equal slope and shape.

* * * * *

Sec. 35-398.01 Ice Machines Over 120 Square Feet

- (a) **Applicability.** These supplemental use regulations shall be required for both accessory and stand-alone ice machines over 120 square feet.
- (b) **Platting or Plat Exception Required.** The property upon which an ice machine over 120 square feet is located shall be platted or meet one the plat exceptions listed in 35-430(c)
- (c) **Permit and Applicable Building Codes.** All ice machines over 120 square feet shall require commercial building permits, and shall meet all applicable building and building-related code, as applicable.
- (d) **Site Design Requirements.**
 - 1. The placement of the ice machine shall not impede traffic, nor visually impair any motor vehicle operation entering or leaving the parking lot from a street.
 - 2. The ice machine shall not be located within any required building setback, buffer yard, access easement, drainage easement, floodplain, driveway, utility easement, and/or fire lane.
 - 3. A minimum of one (1) stacking or parking space per ice machine shall be required. Such parking or stacking space shall be of sufficient size to accommodate an oversized vehicle as defined in this chapter.
 - 4. Where the ice machine is an accessory use, the location of the ice machine shall not reduce existing parking to an amount below the required minimum parking spaces for the principal use on the lot.
 - 5. All signage shall comply with Chapter 28, Signs and Billboards
 - 6. Permanently located (those with traditional permanent foundations), non accessory ice machines, where platting is required, shall meet site work related UDC requirements for traffic, sidewalk, tree canopy, landscaping, and irrigation if the size of the ice machine is over 150 square feet in size.
 - 7. Non-permanently located (those with tie downs) and/or accessory ice machines are not required to comply with traffic, sidewalk, and landscaping/irrigation requirements. All ice machine projects are required to comply with the city tree ordinance for tree preservation.

* * * * *

Sec. 35-511. - Landscaping.

STATEMENT OF PURPOSE

In addition to the purposes recited generally for this division, the purpose of this section is:

- *To improve the appearance of commercial properties when viewed from the street.*
- *To screen the unattractive aspects of commercial properties.*

(a) Applicability.

(1) **Generally.** This section shall apply to any of the following, except where exempted pursuant to subsection (2), below:

A. The construction or erection of any new occupiable building or structure for which a building permit is required.

B. Any enlargement exceeding one thousand (1,000) square feet or ten (10) percent in area, whichever is greater, of the exterior dimensions of an existing building for which a building permit is required.

C. Any construction or reconstruction (complete removal of the pavement structure including surface course and base material) of a ~~new~~ parking lot ~~regardless of size~~.

D. Expansion of an existing parking lot within the street yard by more than two thousand (2,000) square feet or ten (10) percent in area whichever is greater. Parking lots in residential zoning districts shall be subject to the requirements of subsection (e) of this section.

(2) **Expansion.** When a building or parking lot is enlarged, the requirements of this section shall be applied incrementally such that landscaping shall be required in the same proportion that the enlarged building area or off street parking area has to the existing development. For example, a ten (10) percent increase requires ten (10) percent of the required landscaping.

(3) **Exemptions.** This section shall not apply to the following situations:

A. Single-family, duplex, triplex or four-plex residential uses located within a residential zoning district.

B. Agricultural uses.

C. The reconstruction of an existing building of which fifty (50) percent or less of the floor area was destroyed or ruined by flooding, fire, windstorm or act of God. This exemption shall apply only where reconstruction of that building will not result in an increase in building size or paving area of the parking facilities to be provided.

D. The reconstruction of an existing parking lot which consists of fifty (50) percent or less of the existing surface area. In no case shall an expansion of parking lot be considered an exemption for the purposes of this section.

E. Interior finish work or remodeling in a portion of a building unless the work results in an increase in the paving area of the parking facilities within the street yard or in an enlargement of the exterior dimensions of an existing building.

F. Any use, building or structure for which only a change of use is requested, and which requires no structural modifications that would increase its volume or scale.

G. Single-family dwellings.

H. Non-occupiable buildings or buildings that provide only maintenance access to the interior of the structure such as ice and/or water vending machines, DVD kiosks and automated teller machines.

I. Accessory structures less than two hundred (200) square feet in size such as decks, sheds, playhouses, gazebos, security guard huts and non-mobile food vending stands.

J. Non-occupiable buildings or structures regardless of size that serve a utility or infrastructure purpose such as flagpoles, retaining walls, above-ground backflow preventers, sign monuments and sign support structures, cellular and communication equipment and utility systems.

* * * * *

Sec. 35-433. - Development Plat.

(a) Applicability.

- (1) Pursuant to V.T.C.A. Local Government Code § 212.041, the city hereby chooses by ordinance to be covered by ~~subch.~~Subchapter B of V.T.C.A. Local Government Code Ch. 212.
- (2) A boundary survey is required for any person who:
 - A. Is required or elects to file a subdivision plat within the city limits of San Antonio; and
 - B. Is not required to file a subdivision plat as required in sections 35-431 and 35-432.
- (3) A development plat is not required where:
 - A. The person is required or elects to file a subdivision plat within the city limits of San Antonio; or
 - B. One (1) of the exceptions established in subsections 35-430(c)(~~23~~)—(c)(915) applies; or
 - C. The tract is greater than five (5) acres if inside the City Limits, or ten (10) acres for properties located within the ETJ, has access with a minimum frontage of fifteen (15) feet onto a public right-of-way, public street, platted private street or recorded irrevocable access easement, and which requires no public dedications. Providing further that the owner agrees not to further subdivide without filing a subdivision plat and a request for utilities shall not serve more than three (3) dwelling units.

* * * * *

Sec. 35-A101. Definitions and Rules of Interpretation.

* * * * *

(b) Definitions. Words with specific defined meanings are as follows:

* * * * *

Street yard. The area of a lot or parcel which lies between the property line along a dedicated street and the actual wall line of the building or, if no building exists, to the rear property line. Such building wall lines extend outward from the corners of the buildings.

Structural alteration. [Any change in either the primary structural frame or secondary members of a building, such as bearing walls, fire walls, columns, beams, and girders, or any change in the dimensions or configurations of the roof height or building footprint.](#)

Structure. A walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

Sec. 35-A101. Definitions and Rules of Interpretation.

* * * * *

(b) Definitions. Words with specific defined meanings are as follows:

* * * * *

Bus shelter (public operated system). A roofed structure located on or adjacent to the right-of-way of a street, and which is designed and used primarily for the weather protection and convenience of waiting bus passengers.

Bus stop (public operated system). A fixed location where passengers board and alight usually identified by a sign.

* * * * *

Parsonage or parish house. A residence for a minister, priest or rabbi in connection with the operation of a church.

Passenger Depot. Establishments in this classification operate over long distances between metropolitan areas, although some provide additional regional transportation services. This use may include temporary storage or parking of bus or rail rolling stock, facilities for passenger boarding and alighting, as well as ticketing facilities, toilets, food service, and limited retail uses.

Passive recreation. Recreational activities that have a minimal impact on the natural environment (e.g. bird watching, hiking) and do not require built structures (e.g. recreation buildings, sports fields); therefore, are compatible with preserving natural resource functions such as wildlife habitat and floodplain protection. Passive recreational activities are non-organized, non-motorized, and do not have adverse impacts to natural, cultural, open space, or agricultural values.

* * * * *

Transit station (public operated system). A building, structure, or area designed located on a busway or a light rail line and used for passenger pickup, drop off, embarking, or changing transportation modes. Facilities and improvements may include shelters, benches, signs, structures, and other improvements which provide security, weather protection, and access to nearby services.

Sec. 35-311. Use Regulations.

TABLE 311-2 NONRESIDENTIAL USE MATRIX													
	PERMITTED USE	O-1 & O-1.5	O-2*	NC	C-1	C-2	C-3	D	L	I-1	I-2	ERZD	(LBCS Function)
Amusement	Haunted House Attraction (Indoor)						P	P	P	P	P	P	5110
Amusement	Haunted House Attraction (Outdoor)						S	S	P	P	P	P	5110

TABLE 311-2a NONRESIDENTIAL USE MATRIX													
	PERMITTED USE	Urban		Rural		Farm		Mixed Industrial					
		UD Major Node	UD Minor Node	RD Major Node	RD Minor Node	FR Ag Commercial	VILLAGE CENTER FR/FR Minor Node	MI - 1	MI-1 Minor Node	VILLAGE CENTER - MI	MI - 2	MI-2 Minor Node	VILLAGE CENTER - M2
Amusement	Haunted House Attraction (Indoor)	P	P	P	P	P	P	P	P	P	P	P	P
Amusement	Haunted House Attraction (Outdoor)	P	S	P	S	P	S	P	S	P	P	S	P

Sec. 35-A101. Definitions and Rules of Interpretation.

* * * * *

(b) Definitions. Words with specific defined meanings are as follows:

* * * * *

Half-timbered. Heavy timber framing with the spaces filled in with plaster or masonry.

Haunted House Attraction. Any indoor permanent or temporary building, structure, or facility, or portion thereof, which provides walkways or any other system that transports passengers through a facility or course so arranged where the public is invited to view, be entertained, scared, or amused by simulated creations of sound, theatrical displays or distractions, or sight and feeling of ghoulish, ghostly, spectral, imaginary, and haunting nature.

Haunted House Attraction, Outdoor. Any outdoor amusement which provides walkways or any other system that transports passengers through a facility or course; or a conveyance such as a bus or trailer (similar, but not limited to a hayride) so arranged where the public is invited to view, be entertained, scared, or amused by simulated creations of sound, theatrical displays or distractions, or sight and feeling of ghoulish, ghostly, spectral, imaginary, and haunting nature. Examples of this type of use include, but are not limited to, a cornfield maze or a hayride.

Head shop. Any retail establishment having a substantial or significant portion of its stock in trade in or which has as its main purpose the offering for sale paraphernalia or items designed or marketed for use with illegal cannabis or drugs.

Sec. 35-311. Use Regulations.

TABLE 311-2 NONRESIDENTIAL USE MATRIX													
	PERMITTED USE	O-1 & O-1.5	O-2*	NC	C-1	C-2	C-3	D	L	I-1	I-2	ERZD	(LBCS Function)
<u>Transportation</u>	<u>Horse-Drawn Carriage (Base Operations) – Indoor Carriage Storage and/or Animal Boarding only (see also Chapters 5 and 33 of the City Code)</u>						P	P	P	P		P	9372
<u>Transportation</u>	<u>Horse-Drawn Carriage (Base Operations) – Outdoor Carriage Storage and/or Animal Boarding allowed (see also Chapters 5 and 33 of the City Code)</u>						S	S	P	P		S	9372

Sec. 35-A101. Definitions and Rules of Interpretation.

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(b) Definitions. Words with specific defined meanings are as follows:

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Hood. A protective and sometimes decorative cover over doors, windows, or chimneys.

Horse-Drawn Carriage (Base Operations). [A location with a principal building or structure from where carriage operators originate and return to for carriage storage and animal boarding. Carriages may be drawn by other large animals in accordance with Chapters 5 and 33 of the City Code.](#)

Horticulturist. A qualified professional who has studied the science or art of cultivating plants especially for ornamental use.

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Stabilization. The act or process of applying measures designed to reestablish a weather-resistant enclosure and the structural stability of an unsafe or deteriorated building, object, site, or structure while maintaining the essential form as it exists at present.

Stables. [A building or structure where large domesticated animals are provided short or long term boarding and/or shelter, including access to food, water and grooming. Stables may be enclosed, partially enclosed or predominately open structures; stables not completely enclosed shall be subject to the separation requirements from dwellings identified in Chapter 33 of the City Code.](#)

Start of construction. Start of construction means for all new construction and substantial improvements, the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation for a foundation; or the placement of manufactured home on a foundation. Permanent construction includes land preparation, such as clearing, grading and filling; includes the installation of streets and/or walkways; excavation for a basement, footings, piers, or foundations or the erection of temporary forms; the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. The start of construction period is valid for one hundred eighty (180) days. Any delay beyond this period would require resubmission of added data and the permit application.

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