

OLD BUSINESS

Sec. 35-311. Use Regulations.

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	ERZ D	LBCS FUNCTION
<u>Residential Market Farming and Truck Garden</u> (incidental to a primary residential use)	P	P	P	P	P	P	<u>P</u>	P	<u>P</u>	P	<u>P</u>	P	P	P	P	P	P	P	9100
<u>Residential Greenhouse</u> (incidental to a primary residential use)	<u>P</u>	<u>P</u>	<u>9140</u>																
<u>Urban Farm</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>8100</u>

Ranch														
Farm And Ranch	Ranch	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Farm And Ranch</u>	<u>Urban Farm</u>	<u>P</u>												
Retail	Nursery - Retail (Growing Plants On-site Permitted)	P	<u>P</u>	P	<u>P</u>	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

Sec. 35-378. – Home Occupations.

* * * * *

(a) **General Requirements.** Home occupations are permitted in any dwelling unit subject to the following provisions:

(1) The appearance of the dwelling unit shall not be altered nor shall the home occupation be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, increased traffic or the emission of odors, sounds, or vibrations. The city's noise and nuisance regulations are also applicable.

(2) No outdoor display of goods or outdoor storage of equipment or materials used in the home occupation shall be permitted.

(3) The home occupation shall not involve the use of advertising signs on the premises or any other advertising media which calls attention to the fact that the dwelling unit is being used for a home occupation, with the exception of a telephone number listing. One (1) nameplate not exceeding one (1) square foot in area shall be allowed provided the nameplate is nonilluminated and attached flat to the dwelling unit or visible through a window.

(4) The home occupation shall be conducted solely by resident occupants of the dwelling unit. No person not permanently residing on the premises shall be employed for hire or as a volunteer.

(5) The home occupation shall be conducted entirely within the dwelling unit except for those necessary outdoor activities related to the care of children. No more than twenty-five (25) percent of the gross area of the dwelling unit shall be used for the home occupation. Use of accessory buildings, garages, or carports for a home occupation is prohibited.

(6) The use of electrical or mechanical equipment that would change the fire rating of the dwelling or create visible or audible interference in radio or television receivers or cause fluctuations in line voltage outside the dwelling unit is prohibited.

(7) The home occupation shall not involve the use of commercial vehicles for delivery of materials to and from the premises.

(8) No direct on-premises selling of goods shall be allowed; however, telephone soliciting is permitted. [Direct on-premise selling of cottage foods and whole, non-cut produce is permitted.](#)

(9) No certificate of occupancy is required for a home occupation.

(b) **Prohibited Uses.** The following uses are prohibited as home occupations:

(1) Vehicle painting, service, or repair.

- (2) Barber and beauty shops; however, both beauty shops and barber shops are permitted as a specific use permit.
- (3) Animal hospitals, kennels, stables, hospitals, or obedience/training schools.
- (4) Restaurants, catering, or the preparation of food for resale, except for cottage foods and whole, non-cut produce as defined in this chapter.
- (5) Furniture repair or upholstery.
- (6) Teaching of music, art, dance, or exercise classes to more than two (2) students at any one time.

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Sec. 35-382. – Residential Greenhouses.

Residential Greenhouses are permitted provided that:

- (a) ~~They have no on-premises sales (either retail or wholesale),~~ Any on-premises sales comply with home occupation standards of Section 35-378.
- (b) ~~They display no advertising signs on the property,~~ Any signage complies with this Chapter and Chapter 28.
- (c) Accessory structures do not exceed a total of six hundred (600) square feet in size,
- (d) The accessory structure or greenhouse shall meet the requirements in section 35-370, and
- (e) There is no outdoor storage of equipment or other materials.

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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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Community Garden. An area of land managed and maintained by a group of individuals to grow and harvest food crops, including fruits and vegetables, and/or non-food ornamental crops, such as flowers, for personal or group use, consumption, sale, or donation. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members.

Composting. Combining organic wastes (e.g., yard trimmings, food scraps, manures) in proper ratios into piles, rows, or vessels; adding moisture and bulking agents (e.g., wood chips) as necessary to accelerate the breakdown of organic materials; and allowing the finished material to fully stabilize and mature through a curing process. The resulting material can be used as a soil amendment or as a medium to grow plants.

Cottage Food. Food produced and sold direct to consumers by a home-based business in accordance with Texas Health & Safety Code Chapter 437.

Food Forest. A self-sustaining, no-till system of perennial crops inter-planted in layers to mimic a mature ecosystem to provide food, a haven for beneficial, pollinating insects and other wildlife and to conserve water through topography alterations that serve to capture water in the landscape. A commonly used permaculture technique.

Residential Greenhouse. An accessory building to a residence made of translucent material, in which plants are cultivated.

Hoop House: A structure made of PVC or metal piping, covered with translucent plastic or shade cloth, constructed in a “half-round” or “hoop” shape.

Indoor Growing. The activity of raising and harvesting crops on an agricultural or commercial basis indoors, including packaging & processing. This can be an adaptive building reuse.

Permaculture. The conscious design and maintenance of agriculturally productive systems which have the diversity, stability, and resilience of natural ecosystems. It is the harmonious integration of the landscape with people, providing their food, energy, shelter and other material and non-material needs in a sustainable way.

Produce. Fresh fruits or vegetables.

Rain garden. A garden that takes advantage of rainfall and stormwater runoff in its design and plant selection. Usually designed to withstand extremes of moisture and concentrations of nutrients, particularly nitrogen and phosphorus found in stormwater runoff.

Residential Market Garden. A garden at one's residence that grows produce incidental to a residential use. Excess produce may be sold onsite or elsewhere. Sales on the property must be conducted out of sight of the general public.

Rooftop Growing. The cultivation of plants, animals and/or fungi on rooftops for purposes of human consumption, beautification, land conservation, enhanced air quality, urban heat mitigation, and/or carbon sequestration.

Urban Farm. A tract of land within city limits, not at one's own residence, on which produce is raised and sold on-site or elsewhere. This can include farming and/or greenhouses on vacant lots or acreage. A farmstand or market may be located on the site. In addition to holding a market, an urban farm may host educational events and/or serve as an event venue, provided that sufficient off-street parking is provided.

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Section 35-526 – Parking and Loading Standards

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**TABLE 526-3a
Parking in Residential Use Districts**

<i>Permitted Use</i>	<i>Minimum Vehicle Spaces</i>	<i>Maximum Vehicle Spaces</i>
FARMING and TRUCK GARDEN <u>RESIDENTIAL MARKET GARDEN</u>	N/A	N/A <u>2 spaces</u>
<u>GREENHOUSE</u>	<u>N/A</u>	<u>2 spaces</u>
<u>URBAN FARM</u>	<u>2 spaces</u>	

* * * * *

Sec. 35-437. Performance Agreement.

When site improvements, other than gas and electric lines, are required in conjunction with a plat, a performance agreement to ensure construction of the site improvements shall be executed by the applicant and filed with the planning commission together with the plat. Such instrument shall be substantially the same as form "F" in Appendix "B," section 35-121 and shall be filed with the City of San Antonio when a guarantee of performance is required. A request for an extension of time for plat recordation shall include a request for an extension of the performance agreement.

(a) **Guarantee of Performance.** As is provided for in subsection 35-432(i), an approved plat may be filed for record before the required site improvements are completed if one (1) of the following guarantees of performance is approved and filed with the City of San Antonio within three (3) years after the plat has been approved by the planning commission: a performance bond, an irrevocable trust agreement, ~~a or~~ an irrevocable standby letter of credit, or a cash or cashier's check. In no event shall an applicant self-insure, notwithstanding that the applicant is a surety company, trust institution, or bank. All site improvement estimates submitted to the director of development services shall detail the specific improvements needed, and shall bear the official seal and signature of a professional engineer attesting to the accuracy of the dollar amounts contained in the estimate. Any guarantee submitted shall clearly state the procedure and complete contact information for collection should a claim or draw be necessary, and shall cover the time period from submittal and approval to three (3) years, or three (3) years and ninety (90) days in the case of a letter of credit, from the date of plat approval.

* * * * *

(2) **Irrevocable Trust Agreement.** The subdivider shall cause to be placed in a trust account on deposit with a "Trust Institution", as defined by the Texas Finance Code, Title 3. Financial Institutions and Businesses, that is licensed to do business in the State of Texas, (specifically, a bank, trust company, savings bank, savings association or credit union as selected by the subdivider and approved by the director of development services) a sum of money equal to the cost estimate, as approved by the director of development services, of all uncompleted and unaccepted site improvements (other than gas and electric lines) required by these regulations. The trust account must be drawable in Texas and shall be established by agreement which shall be substantially in the same form as form "J" set out in Appendix "B", subsection 35-B121 The director of development services is authorized to sign the agreement on behalf of the city and the city attorney shall approve same as to form.

* * * * *

(b) **Substituting Guarantees.** When a subdivider has given security in any of the forms hereinabove provided, and fifty (50) percent of the required site improvements have been completed and approved in writing by the director of development services, the subdivider may substitute for the original guarantee, a new single guarantee in an amount

equal to the cost of the remaining site improvements. The cost estimate shall be approved by the director of development services. Such new guarantee need not be in the same form as the original guarantee so long as such guarantee is one that is listed in subsection (a). However, in no event shall the substitution of one security for another in any way change or modify the terms and conditions of the performance agreement or the obligation of the subdivider as specified in the performance agreement. Additionally, a guarantee (not including [irrevocable](#) trust agreements) may not be substituted more than two (2) times (not to include a one-time substitution approved by the director of development services upon the granting of a time extension) and in no event shall the amount of a substituted guarantee be less than ten (10) percent of the total amount of the original guarantee amount. For [irrevocable](#) trust agreements, subdivider may withdraw from the [irrevocable](#) trust amount when fifty (50) percent or more of the remaining cost estimate has been completed and approved in writing by the director of development services. Subdivider may not withdraw more than four (4) times (not to include a one-time substitution approved by the director of planning and development services upon the granting of a time extension) during the life of the [irrevocable](#) trust. In no event shall the amount of the [irrevocable](#) trust be less than twenty (20) percent of the total amount of the original cost estimate until all improvements have been completed and approved.

* * * * *

(d) Release Upon Completion of Site Improvements. Upon completion of the required site improvements and final inspection by the director of development services, and county engineer if the site is located in the extraterritorial jurisdiction of the city, an instrument releasing the applicant from the provisions of the performance agreement and the performance guarantee shall be filed with the City of San Antonio. Such release shall be substantially the same as form "L" in Appendix "B", subsection 35-B121. [If a Warranty Bond is required under subsection B35-501\(h\), release of any Performance Bond is conditioned upon acceptance of such Warranty Bond.](#) If the necessary permits required to complete the site improvements (including, but not limited to, floodplain development permits) are denied by the city and are no longer required to serve the lots within the subdivision, the director of development services shall approve and release the performance agreement and guarantee as provided herein.

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~~ the director of development services ~~director~~ for form and content.

* * * * *

(24) All easements 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, the purpose of the easement, the dimensions of the easement 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. 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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(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-A101. Definitions and Rules of Interpretation.

* * * * *

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

* * * * *

School, public. A building or structure, including accessory buildings, grounds, or areas, owned and operated by school or university which is part of a school district or system organized pursuant to Article VII of the Texas Constitution, including any public school organized under V.T.C.A. Education Code Titles 2, and any "General academic teaching institution" or "institution of higher education" as defined in V.T.C.A. Education Code § 61.003, and which are used for teaching, research, or the preservation of knowledge.

School, private. A building or structure, including accessory buildings, grounds, or areas, owned and operated by a private organization that provides elementary, secondary or high school education, or alternative specialized services below the university level for physically or mentally disabled.

School, vocational (technical, construction or industrial trades). A profit or not for profit entity providing instruction and training in a skilled trade such as mechanics, carpentry, plumbing, service, construction, industrial or other skill related to assembling, processing, manufacturing, repair, etc.

Sec. 35-673. - Site Design Standards.

* * * * *

(c) **Topography and Drainage.** The natural contours of occasional hillsides and riverbanks contribute to the distinct character of the San Antonio River and shall be considered in site designs for new development. Site plans shall minimize the need for cut and fill. It should be considered as an opportunity for positive enhancements through the creative use of terraces and retaining walls.

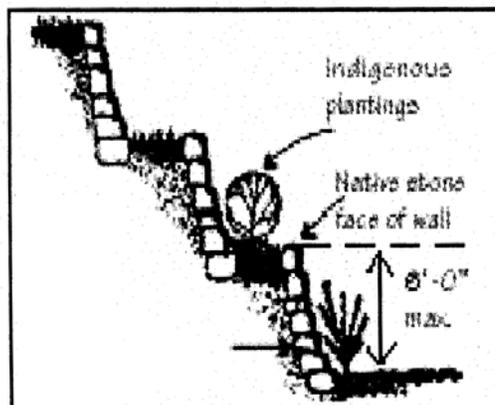
(1) **Visual Impacts of Cut and Fill.** Divide a grade change of more than ten (10) vertical feet into a series of benches and terraces. Terrace steep slopes following site contours. When creating site benches, using sloped "transitional areas" as part of the required landscaping is appropriate.

(2) **Minimize the Potential for Erosion at the Riverbank.** Grade slopes at a stable angle not to exceed four to one (4:1) and provide plant material that will stabilize the soil such as vigorous ground covers, vines or turf planting that are native and noninvasive species as found on the permissible plant list maintained by the parks and recreation department. Use of stabilizing materials such as geo-web or geo-grid is permitted as long as plant material is used to conceal the grid.

Use of terraced walls is permitted when there is a slope of more than four to one (4:1).

(3) **Retaining Walls.** Limit the height of a retaining wall to less than six (6) feet. If the retaining wall must exceed six (6) feet, a series of six-foot terrace walls is acceptable. Walls at dams and locks are excluded from this requirement. If in the opinion of the historic preservation officer a higher wall is consistent with the adopted conceptual plan of the river, a higher wall (not to exceed twelve (12) feet) is allowed. Materials used for the walls may include limestone, stucco, brick, clay, tile, timber, or textured concrete. (see Figure 673-2)

FIGURE 673-2



(4) **Enhance or Incorporate Acequias Into The Landscape Design and Drainage Scheme of the Site.** Where archeological evidence indicates a site contains or has contained a Spanish colonial acequia, incorporate the original path of the acequia as a natural drainageway or a landscape feature of the site by including it as part of the open space plan, and a feature of the landscape design.

(5) **Design of Stormwater Management Facilities to be a Landscape Amenity.** Where above ground stormwater management facilities are required, such facilities shall be multi-purpose amenities. For example, water quality features can be included as part of the site landscaping and detention facilities can be included as part of a hardscape patio. Using an open concrete basin as a detention pond is prohibited. (see Figure 673-3)

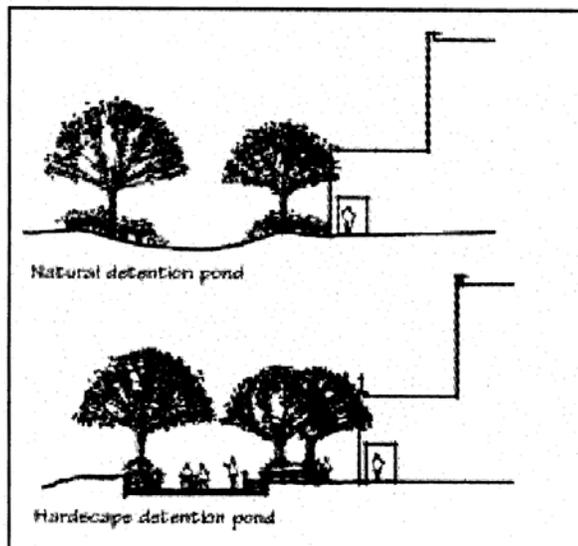


Figure 673-3

(6) **Walls and Fences at Detention Areas.**

A. When the topography of the site exceeds a four to one (4:1) slope and it becomes necessary to use a masonry wall as part of the detention area, use a textured surface and incorporate plant materials, from the plant list maintained by the parks department, that will drape over the edge to soften the appearance of the structure.

B. The use of solid board or chain link fence with or without slats is prohibited. A welded wire, tubular steel, wrought iron or garden loop is permitted.

(7) **Roof Drainage into the River.**

A. All roof drainage and other run-off drainage shall conform to public works department standards so that they drain into sewer and storm drains rather than the river. Drainage of this type shall not be piped into

the river unless the outlet is below the normal waterline of the river at normal flow rates.

B. All downspouts or gutters draining water from roofs or parapets shall be extended underground under walks and patios to the San Antonio River's edge or stormwater detention facility so that such drainage will not erode or otherwise damage the Riverwalk, landscaping or river retaining walls.

C. All piping and air-conditioning wastewater systems shall be kept in good repair. Water to be drained purposely from these systems, after being tested and adjudged free from pollution, shall be drained in the same manner prescribed in subsection (7)A. above.

(8) San Antonio River Authority Coordination. Coordination with the San Antonio River Authority regarding access to the Museum Reach and Mission Reach parks along the San Antonio River, landscaping and maintenance boundaries, and storm water control measures is required prior to a submission for a certificate of appropriateness from the Office of Historic Preservation or plat approval, as applicable, for properties that fall within the RIO Overlay District as defined in UDC 35-338. This section shall apply to newly developed properties and redevelopment of properties.

A. Access to Museum Reach and Mission Reach parks: Development shall connect to the park in a way that is harmonious with the existing park, both in hardscape and landscape. The site shall tie into to the park access points as defined by the existing park infrastructure to avoid the addition of multiple connections. All tie in points shall have detailed plans for review by SARA. Development shall tie to the existing park trails at suitable areas such as existing overlooks or flat areas along the existing trail to minimize work in the river walk park and re-grading of trail. Development shall avoid removal of existing park trail hardscape. Limited private access may be allowed in consultation with SARA and assessed with the site conditions along the park at the time the request is made. Development shall make all public connections ADA accessible or have a reasonable alternative ADA route. Site development shall not block or restrict existing public access points from street level to the park. Development shall enhance public access points to the park if none exists. Development shall make it clear for users of the park to discern public access points from private access points. Development shall not design routes to avoid any items listed above. If handrails and lighting are included in the development, they must be consistent with the park project design. Signage on public access points shall be reviewed for coordination with existing park signage. If during construction the park trail must be temporarily closed, an alternative engineered route shall be identified and

temporary signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) provided and maintained for the duration of the project. Inspections of park trail access point(s) shall be the responsibility of SARA.

- B. Landscaping and maintenance boundaries: Development shall maintain landscape to a quality and frequency acceptable and consistent with the river walk parks. Plant material selected for site shall not be on the Texas invasive species list. Preferred plant material are Texas native plants and consistent with the park landscape. A plant list shall be submitted to SARA for review. Development irrigation plans shall cover the landscaping for the project and seamlessly border the park irrigation. Landscape maintenance boundaries shall be negotiated during development and have an agreed demarcation line to delineate the public maintenance area from the development's maintenance area. Negotiated and agreed upon maintenance areas do not designate property lines or public access areas.
- C. Storm water control measures: The site shall be required to manage storm water through LID and treat the first 1.5 inches for new development and the first 1.18 inches for redevelopment consistent with UDC 35-210. The site will qualify for incentives consistent with tables 210-1 and 210-2 in UDC 35-210 (b). Storm water runoff shall pass to river through discharge pipes or outfalls that are below water level or through an approved LID feature. Open concrete chutes are not acceptable. Overland flow onto the park projects is prohibited, unless approved by SARA and the Director of Transportation and Capital Improvements, or their designee.. Runoff from pools, irrigation, condensate drains, or other water producing sources shall be treated as storm water or sent to sanitary sewer, not drained directly to the river. Pool drains shall be treated to remove chlorine and/or salt prior to discharge to river. Sites adjacent to the parks shall be developed at or above the ultimate Base Flood Elevation unless approved in writing from SARA and the Director of Transportation and Capital Improvements, or their designee.

Sec. 35A-101. Definitions and Rules of Interpretation.

* * * * *

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

* * * * *

Multiple resource historic district. An area defined by city council, state or federal authority within a defined geographical area which identifies specific cultural resources having historic, architectural, cultural, or archaeological significance.

Multi-trunk tree. A tree having two (2) or more main trunks arising from the root collar or from the main trunk. Multi-trunk trees are to be measured with the largest trunk counting for full DBH inches plus 50% of the DBH sum of the additional trunks, if the tree is classified as significant.
~~-and measured for DBH by adding the entire DBH of the largest trunk to the sum of the remaining trunks at one half (1/2) of their DBH. Where no trunk is greater than one (1) inch DBH, the tree will not be protected regardless of the sum of the DBH inches of trunks calculated by the above method.~~

Muntin. One of the thin strips of wood used to separate panes of glass within a window.

Sec. 35-511. – Landscaping.

TABLE 511-1

	<i>Minimum Caliper at the Time of Planting</i>	<i>Minimum Height at the Time of Planting</i>	<i>Minimum Planting Area</i>
Trees	1 ½ inches for single trunk trees	Not applicable unless multi-trunk trees, in which case the tree shall be a minimum of six (6) feet in height at the time of planting	<u>Stand Alone: Trees shall be planted in a pervious area of not less than One hundred sixty-two (162_400) square feet or 18' x 9' as required in parking areas; Two Multiple trees: One hundred (100) square feet shall have an area of not less than 215 square feet. Each additional tree shall increase pervious planting area by 33%</u>
Small Trees	1½ inches for single trunk trees	Six (6) feet for multi-trunk trees	Twenty-five (25) square feet (all trees planted for parking lot shading requirements and/or mitigation shall be planted in a pervious area not less than 162 square feet or 9' x 18' as required by Sections 35-511(C)(7)(C), 35-523(m)(1))
Large Shrubs	Not applicable	Two (2) feet	Nine (9) square feet
Small to medium Shrubs	Not applicable	One (1) foot	Eight (8) square feet

Reference 35-511(C)(7)(C): Trees shall be planted within an island not less than nine (9) feet wide by eighteen (18) feet deep.

35-523 (m)(1): Mitigation or replacement trees required by this section must have a minimum caliper of one and one-half (1.5) inches measured six (6) inches above grade at the time of installation and, shall be planted in a pervious area of at least one hundred sixty-two (162) square feet per tree.

NEW BUSINESS

Appendix A – Definitions

Ambulatory Surgical Center. See Clinic, dental or medical.

Clinic, dental or medical. A building in which ~~ten (10) or more physicians and/or dentists or their allied professional assistants carry on their profession; or a building which contains~~ one (1) or more physicians, dentists, and other health and dental professionals and their assistants carry on their profession. Medical clinics may include ~~and~~ a laboratory, medical radiological equipment, and/or an apothecary limited to the sale of pharmaceutical and medical supplies. A clinic may also provide operating rooms for out-patient surgical procedures. Additionally, establishments regulated as Ambulatory Surgical Centers and providing out-patient surgical care, as defined in Chapter 135 of the Texas Administrative Code, shall be considered a medical clinic for the purposes of this chapter. ~~A clinic shall not include in-patient care or operating rooms for major surgery.~~

Section 35-412– Master Development Plan

* * * * *

(i) Scope of Approval

(1) An approved master development plan shall remain valid in accordance with the following time frame:

A. **Initial Validation.** A MDP shall expire unless ~~the a~~ plat within the MDP boundary is approved and recorded within five (5) years ~~twenty-four (24) months~~ of the acceptance date, or unless there is at least five hundred thousand dollars (\$500,000.00) in project expenses if the MDP is one thousand (1,000) acres or less, or at least one million dollars (\$1,000,000.00) in project expenses if the MDP is more than one thousand (1,000) acres. Project expenses shall be spent during the first ~~twenty-four (24) months~~ five (5) years from the MDP approval ~~acceptance~~ date.

B. Maintaining Validity. An MDP shall expire following initial validation unless at least one plat within the MDP boundary is recorded every five (5) years from the last recorded plat. ~~and the plat used to validate the MDP shall be recorded within thirty-six (36) months of the plat approval date. The minimum platted area must be at least twenty (20) acres or eight (8) percent of the net area of the MDP, or a MDP shall expire unless there is at least five hundred thousand dollars (\$500,000.00) in project expenses if the MDP is one thousand (1,000) acres or less or at least one million dollars (\$1,000,000.00) in project expenses if the MDP is more than one thousand (1,000) acres.~~ Project expenses may be used in lieu of recording a plat every five (5) years and may be used every five (5) years from the last validated expenditure; however, the expenses for a recorded validated plat may not be used in subsequent validations. The expenses must be for a tract of land within the MDP boundary that has not been platted and recorded.

Project expenses shall be defined to include "infrastructure expenses" as provided in Appendix A of the UDC. It is noted that this section uses the word "paid" in the past tense.

Project expenses shall also be defined to include the Local Government Code definition of progress toward completion as defined in § 245.005(c). It is noted that this section speaks in the past tense when referencing actions that were part of progress toward completion.

An MDP that has been validated by the City prior to the effective date of this Section can be validated pursuant to the terms of this Section by a plat recorded

within the five (5) years prior to the adoption of this Section. An MDP validated pursuant to this provision shall expire if no plat is recorded within five (5) years from the date of the last recorded plat date.

This Section shall serve to re-validate any MDP that is valid as of the effective date of this Section. These previously validated MDPs shall expire unless the ongoing platting or project expense requirements of 412(i)(1)(B) are satisfied, provided that the initial five (5) years shall start as of the effective date of this Section. However, any previously validated MDP where fifty (50) percent or more of the net area within the MDP is the subject of final plats or development as of the effective date of this Section, shall expire unless a plat within the MDP boundary is recorded within ten (10) years from the effective date of this Section.

~~B.~~

~~Further, an approved master development plan shall expire unless fifty (50) percent of the net area within the approved master development plan is the subject of final plats or development within ten (10) years from the date of approval of the master development plan, or an MDP shall expire unless there is at least five million dollars (\$5,000,000.00) in project expenses within ten (10) years from the date of approval of the master development plan. The remaining fifty (50) percent must obtain final plat approval or be developed within ten (10) years after the initial fifty (50) percent of the net area within the master development plan has been platted or developed. Unless specific provisions to the contrary exist in an individual ordinance or city municipal code provision, the filing of a minor amendment to a master development plan (see subsection 35-412(gh)(2), plat, or replat will not result in a loss of permit rights and abandonment of the original master development plan provided that the required area of acreage within the master development plan platted or value of infrastructure expenses do not fall below the amounts indicated above as a result of the amendment or replat.~~

Section 35-712– Recognition of Rights Derived from Texas Local Government Code Chapter 245.

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(b) Recognition of Statutory Rights

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(3) Basis for Statutory Rights

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- A. **Master Development Plan (MDP)** ~~/Preliminary overall area development plan (POADP).~~ Rights under Chapter 245 will be recognized for the project that is the subject of a MDP/~~POADP~~ that has been approved by the city and maintains validity in accordance with 35-412(i) by the city. ~~A property owner or developer may elect to continue a project under the City Code provisions in effect on September 1, 1997 or to take advantage of changes to this chapter that enhance or protect the project without forfeiting any rights under this chapter provided that information describing the project giving fair notice of the project to the city is provided with a MDP/POADP application in accordance with this chapter or by requesting recognition of rights for an existing and valid MDP/POADP and providing information describing the project to provide fair notice of the project to the city in accordance with this chapter. The rights recognized for projects located within an approved MDP/POADP will expire unless a final plat is approved within two (2) years from the approval of the MDP/POADP that plats, at least eight (8) percent of the net area of the POADP area or an expenditure of at least five hundred thousand dollars (\$500,000.00) in project expenses has been made if the master development plan is one thousand (1,000) acres or less or an expenditure of at least one million dollars (\$1,000,000.00) has been made if the master development plan is more than one thousand (1,000) acres.~~
- B. Preliminary overall area development plan (POADP). A property owner or developer may elect to continue a project under the City Code provisions in effect on September 1, 1997 or to take advantage of changes to this chapter that enhance or protect the project without forfeiting any rights under this chapter ~~provided that information describing the project giving fair notice of the project to the city is provided with a MDP/POADP application in accordance with this chapter or~~ by requesting recognition of rights for an existing and valid ~~MDP/POADP and providing information describing the project to provide fair notice of the project to the city in accordance with this chapter.~~ The rights recognized for projects located within an approved ~~MDP/POADP~~ will expire unless a final plat is approved within two (2) years from the approval of the ~~MDP/POADP~~ that plats, at least eight (8) percent of the net area of the POADP area or an expenditure of at least five hundred thousand dollars (\$500,000.00) in project expenses has been made if the ~~master development plan~~ POADP is one thousand (1,000) acres or less or an expenditure of at least one million dollars

(\$1,000,000.00) has been made if the ~~master development plan~~ POADP is more than one thousand (1,000) acres.

Further, the rights for projects within an approved ~~MDP/POADP~~ will expire unless fifty (50) percent of the net area within the approved ~~MDP/POADP~~ is the subject of final plats or development within ten (10) years from the date of approval of the ~~MDP/POADP~~. For a ~~POADP~~ existing prior to September 1, 1997 that meets the requirements of subsection 35-1027(j) of the 1987 UDC, the rights for projects will expire ten (10) years from the date of approval of the ~~MDP/POADP~~ or September 25, 2007, whichever is later. ~~The remaining fifty (50) percent must obtain final plat approval or be developed within ten (10) years after the initial fifty (50) percent of the net area within the MDP/POADP has been platted or developed unless specific provisions to the contrary exist in an individual ordinance or City Code provision.~~ Rights may continue to be recognized once the aforementioned criteria have been fulfilled provided a plat is recorded every five years thereafter. The filing of a minor amendment to a ~~MDP/POADP~~, a plat, or a replat will not result in a loss of rights to the entire ~~MDP/POADP~~ provided that the required area of acreage within the ~~MDP/POADP~~ platted or the value of project expenses do not fall below the amounts indicated above as a result of the minor amendment, plat, or replat. A plat or replat that changes the project within a particular area of an ~~MDP/POADP~~ will cause rights for that area to terminate. An expired or invalid ~~MDP/POADP~~ may not be the basis for accrual of statutory rights under V.T.C.A. Local Government Code Ch. 245 or any other right of claim based on common law. Neither shall any endeavor of project that does not meet the requirements of section 35-1027 of the 1987 UDC as amended nor any permit that has expired in accordance with the dormancy provisions of any state statute or provision of the City Code be used as a basis for approval of permit rights, development rights, or statutory rights.

POADP is defined as a preliminary overall development plan that was submitted to the City prior to June 4, 2001

- B.C. Plat Applications.** Rights under Chapter 245 will be recognized for the project that is the subject of an application for a plat identification number/letters of certification that has been filed with the department of development services, provided all necessary fees have been paid. The rights recognized for a project located within such a plat application will expire unless the plat application is heard by and approved by the director of development services or the planning commission within two (2) years from the date the initial application and information describing the project giving fair notice of the project to the city is provided with the plat application in accordance with this chapter. Neither an expired nor a withdrawn plat application may be relied upon as a permit application for the assertion of statutory rights under Chapter 245 or any other right or claim based on common law. If after the expiration or the withdrawal of a plat application the applicant wishes future plat approval of the subject property, a new plat application shall be filed, new application fees shall be required and a new plat number shall be assigned.

~~C~~.D. Plats. Rights under Chapter 245 will be recognized for projects associated with the property which is the subject of a plat that has been approved by the city planning commission or director of development services if information describing the project giving fair notice of the project to the city is provided with the plat application in accordance with this chapter. The rights recognized for a project located within an approved plat will expire unless the plat is recorded in the Bexar County Deed Records within three (3) years from the date of approval by the city planning commission or director of development services.

~~D~~.E. Building Permits. A building permit may be relied on as a basis for rights under Chapter 245 for projects identified in the site plan submitted to the city as part of the building permit application provided that information describing the project giving fair notice of the project to the city is provided with the permit application in accordance with this chapter. However, rights that are based on a building permit will expire unless construction authorized by the building permit is begun within six (6) months from the date the building permit is issued.

~~E~~.F. Rights under Chapter 245. Rights accrued under this section shall not extend beyond the time periods prescribed herein except by the granting of a variance from the time limits as provided herein. Under no circumstances shall the extension of a time limit extend the rights conferred herein except through the variance provision of this section.

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Sec. 35-515. - Lot Layout Regulations.

Table 515-1

(A) Zoning District or Use Pattern	(B) Maximum Percent of Front Yard
TND, TOD, MXD, D, HDZ	30%
R-6, RM-6, R-5, RM-5, R-4, RM-4, R-3, MF-25, MF-33, MF-40, MF-50, NC	50%