

**Sec. 35-311. Use Regulations.**

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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>

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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>

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**Sec. 35-378. – Home Occupations.**

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(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>
<del>FARMING and TRUCK GARDEN</del> <u>RESIDENTIAL MARKET GARDEN</u>	N/A	<del>N/A</del> <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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**(f) Certification and Forms.**

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**(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 replat number out of the plat 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 replat number out of the plat 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-A101. Definitions and Rules of Interpretation.**

\* \* \* \* \*

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

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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 (including alternative specialized services for physically or mentally disabled) below the university level.

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. 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.**

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**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	<del>Stand Alone:</del> <u>Trees shall be planted in a pervious area of not less than One hundred sixty-two (162_+00) square feet or 18' x 9' as required in parking areas; <del>Two Multiple trees: One hundred (100) square feet</del> shall have an area of not less than 215 square feet. Each additional tree shall increase pervious planting area by 54 square feet.</u>
Small Trees	1½ inches for single trunk trees	Six (6) feet for multi-trunk trees	<u>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)</u>
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 or 162 square feet.

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.

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## 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.~~

**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, <del>IDZ</del>	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%