

<b>AGENDA</b>
<b>ZONING BOARD OF ADJUSTMENT CITY OF MANSFIELD, TEXAS CITY COUNCIL CHAMBERS WEDNESDAY, APRIL 5, 2017, 6:00 PM</b>

**1. CALL TO ORDER**

**2. APPROVAL OF LAST MEETING MINUTES**

**3. PUBLIC HEARINGS:**

- A.** ZBA#17-004: Request for Special Exceptions under Section 6300.E.6 of the Zoning Ordinance to allow an accessory building with an area of 864 square feet and a height of approximately 22 feet at 18008 Saddlehorn Ln.
- B.** ZBA#17-005: Request for a Special Exception under Section 6300.E.5 of the Zoning Ordinance to allow a reduction of the 80% minimum masonry construction requirement for a new single-family residence at 861 Tate St.

**4. ADJOURNMENT OF MEETING**

I certify that the above agenda was posted on the bulletin board next to the main entrance of City Hall on **March 30, 2017**, in accordance with Chapter 551 of the Texas Government Code.

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Delia Jones, Secretary

- This building is wheelchair accessible. Disabled parking spaces are available. Request for sign interpreter services must be made 48 hours ahead of meeting to make arrangements. Call 817-473-0211 or TDD 1-800-RELAY TX, 1-800-735-2989.

**ZONING BOARD OF ADJUSTMENT  
CITY OF MANSFIELD**

**March 1, 2017**

Chairman Jones called the meeting to order at 6:00 p.m. in the Council Chambers of City Hall, 1200 East Broad Street, with the meeting being open to the public and notice of said meeting, giving date, place, and subject thereof, having been posted as prescribed by Chapter 551, Texas Government Code, with the following members present:

**Present:**

Kelly Jones	Chairman
Robyn Accipiter	Vice-Chairman
Ann Smith	Board Member
Joe Glover	Board Member
Don Michael	Board Member

**Absent:**

None

**Staff:**

Art Wright	Planner
Delia Jones	Secretary
Allen Taylor	City Attorney

**Approval of Last Meeting Minutes**

Board Member Glover made a motion to approve the minutes of the February 1, 2017, meeting. Board Member Michael seconded the motion, which carried by the following vote:

**Ayes: 5** – Jones, Accipiter, Smith, Glover and Michael  
**Nays: 0**  
**Abstain: 0**

**ZBA#17-002: Appeal of the determination of the Director of Planning as Zoning Administrator regarding the classification of a person dressed in a costume that represents or symbolizes a business, standing outside and performing activities such as waving, as a sign for Liberty Tax office at 2851 Matlock Road**

Richard Edwards, the applicant, gave a brief overview of his request for appeal and was available for questions.

Chairman Jones opened the public hearing.

Seeing no one come forward to speak, Chairman Jones closed the public hearing.

Chairman Jones read the criteria for approval.

After discussion, Board Member Smith made a motion to deny the appeal request. Vice-Chairman Accipiter seconded the motion, which carried by the following vote:

**Ayes: 5** – Jones, Accipiter, Smith, Glover and Michael  
**Nays: 0**  
**Abstain: 0**

**ZBA#17-003: Request for Special Exceptions under Section 6300.E.6 of the Zoning Ordinance to allow an accessory building with a height of approximately 15.5 feet and an area of approximately 255 square feet to be located approximately 5 feet from the side property line at 820 S. Holland Road**

Javier and Ginger Rodriguez, the applicants, gave a brief presentation and were available for questions.

Chairman Jones opened the public hearing.

Seeing no one come forward to speak, Chairman Jones closed the public hearing.

Chairman Jones read the criteria for approval.

After discussion, Board Member Glover made a motion to approve all three exceptions. Board Member Michael seconded the motion, which failed by the following vote:

**Ayes:** 3 – Jones, Glover and Michael  
**Nays:** 2 – Smith and Accipiter  
**Abstain:** 0

### **Adjournment**

With no further business Chairman Jones adjourned the meeting at 6:22 p.m.

At this time, Mr. Taylor, City Attorney, advised the Board regarding ZBA#17-003. He stated that if their objection is to the height only, the Board can reopen the meeting and reconsider their decision.

Chairman Jones reopened the meeting at 6:24 p.m. for the purpose of reconsidering the motion for ZBA#17-003.

Board Member Smith made a motion to reconsider and vote on the height separately. Board Member Glover seconded the motion which carried by the following vote:

**Ayes:** 5 – Jones, Accipiter, Smith, Glover and Michael  
**Nays:** 0  
**Abstain:** 0

After discussion, Board Member Smith made a motion to approve the setback and square footage request. Board Member Glover seconded the request which carried by the following vote:

**Ayes:** 5 – Jones, Accipiter, Smith, Glover and Michael  
**Nays:** 0  
**Abstain:** 0

Board Member Smith made a motion to deny the height request. Vice-Chairman Accipiter seconded the motion which carried by the following vote:

**Ayes:** 3 – Accipiter, Smith and Michael  
**Nays:** 2 – Jones and Glover  
**Abstain:** 0

### **Adjournment**

With no further business, Chairman Jones adjourned the meeting at 6:31 p.m.

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Kelly Jones, Chairman

ATTEST:

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Delia Jones, Secretary

## **ZBA COMMUNICATION**

**Agenda Date:** April 5, 2017

**Case Number:** ZBA#17-004

**Applicant:** Michael and Andria Schur

**Subject Land Use:** Single-family residential

**Zoning:** SF-8.4/18

**Request:** Special Exceptions to allow an accessory building with an area of approximately 864 square feet and a height of approximately 22 feet

**Zoning Ordinance Reference:** 6300.E.6

**Location:** 18008 Saddlehorn Ln.

### **STAFF COMMENTS**

The applicant is requesting Special Exceptions to allow a garage/workshop on the property with an area of approximately 864 square feet and a height of approximately 22 feet. The Board may grant a Special Exception under these regulations if all of the following criteria are met.

1. The building or structure must be located on a lot of one-half (0.5) acre in size or larger. According to the applicant, the property is 0.5 acres.
2. The applicant is requesting an exception for the building area. The Board may grant an increase in building area not to exceed 4% of the square footage of the lot. The proposed building will be approximately 864 square feet, or 3.97% of the total lot area. According to the applicant, an existing shed on the property will be removed.
3. The applicant is requesting an exception for the building height. The maximum height allowed for a accessory building is 12 feet. The Board may grant a Special Exception to allow accessory buildings up to 24 feet in height for properties less than two acres in size. The applicant is requesting a height of approximately 22 feet.
4. The applicant is not requesting a reduction to the setback requirements for the proposed building.
5. The Board must find that there will be no negative impact to abutting properties.

Please note that the accessory building regulations are intended to restrict tall or large accessory buildings from being located too close to property lines. To this end, the Board may establish conditions with respect to the maximum area, height and setbacks of the playhouse. If approved, the accessory building may not be used for business purposes.

### **Attachments:**

Maps and supporting information

Site plan and exhibits

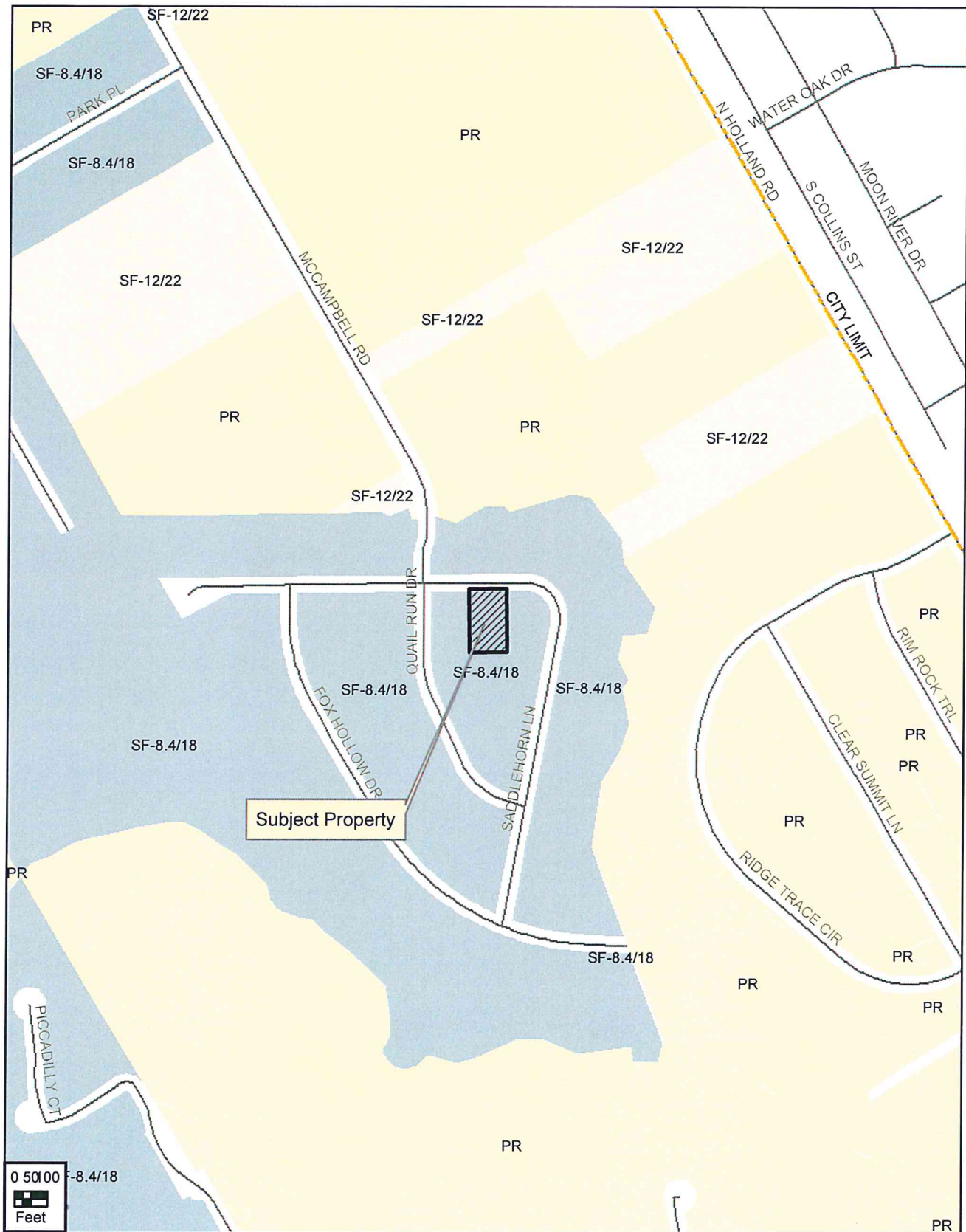
Provisions of Section of 6300.E.6



**ZBA# 17-004**

This information is for illustrative purposes only. Not for design or development purposes. Site-specific studies may be required to obtain accurate feature locations. Every effort is made to ensure the information displayed here is accurate; however, the City of Mansfield makes no claims to its accuracy or completeness.

03/07/2017



**ZBA# 17-004**

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03/07/2017

City of Mansfield

March 6, 2017

Attn: Zoning Board of Adjustment

Re: Appeal for Special Exception  
18008 Saddlehorn Lane  
Mansfield, Texas 76063

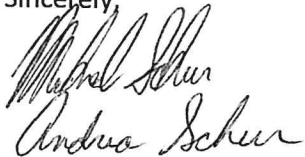
To Whom It May Concern:

We are the homeowners, Michael and Andria Schur, at 18008 Saddlehorn Lane and are requesting to build a detached garage on our .5 acre lot. When we purchased the home with our 4 children (two of which are driving) in July, 2015, the original homeowners had converted the existing attached garage into additional living space. The only garage type storage on the property outside of the home is a small 12.2'x18.2' workshop. This existing 12.2'x18.2' structure will be removed. We are requesting to build a large detached three-car garage with workshop/storage space. We are asking to extend from the standard 400 sq ft but will not exceed the maximum permitted of 4% (871.2 sq ft) of our .5 acre lot and additional ht allowed to not exceed 24 ft. The garage structure will be a wood framed garage with siding and shingle roofing. The structure would be 22ft in height and 24ft wide by 36 ft deep, with a total sq footage of 864. The second level will serve as seasonal storage. It will be located 22.5' feet from the side property line at entry side, 67.5 feet from the other side property line, 57' feet from the rear property line, and five feet behind back left corner of home. There is no intent to house or contain livestock.

Please see attached site plan.

Thank you in advance for your time and consideration.

Sincerely,

The block contains two handwritten signatures in black ink. The first signature is for Michael Schur and the second is for Andria Schur. Both are written in a cursive, flowing style.

Michael and Andria Schur  
18008 Saddlehorn Ln  
Mansfield, TX 76063  
214-490-8300  
dr.aschur23@gmail.com

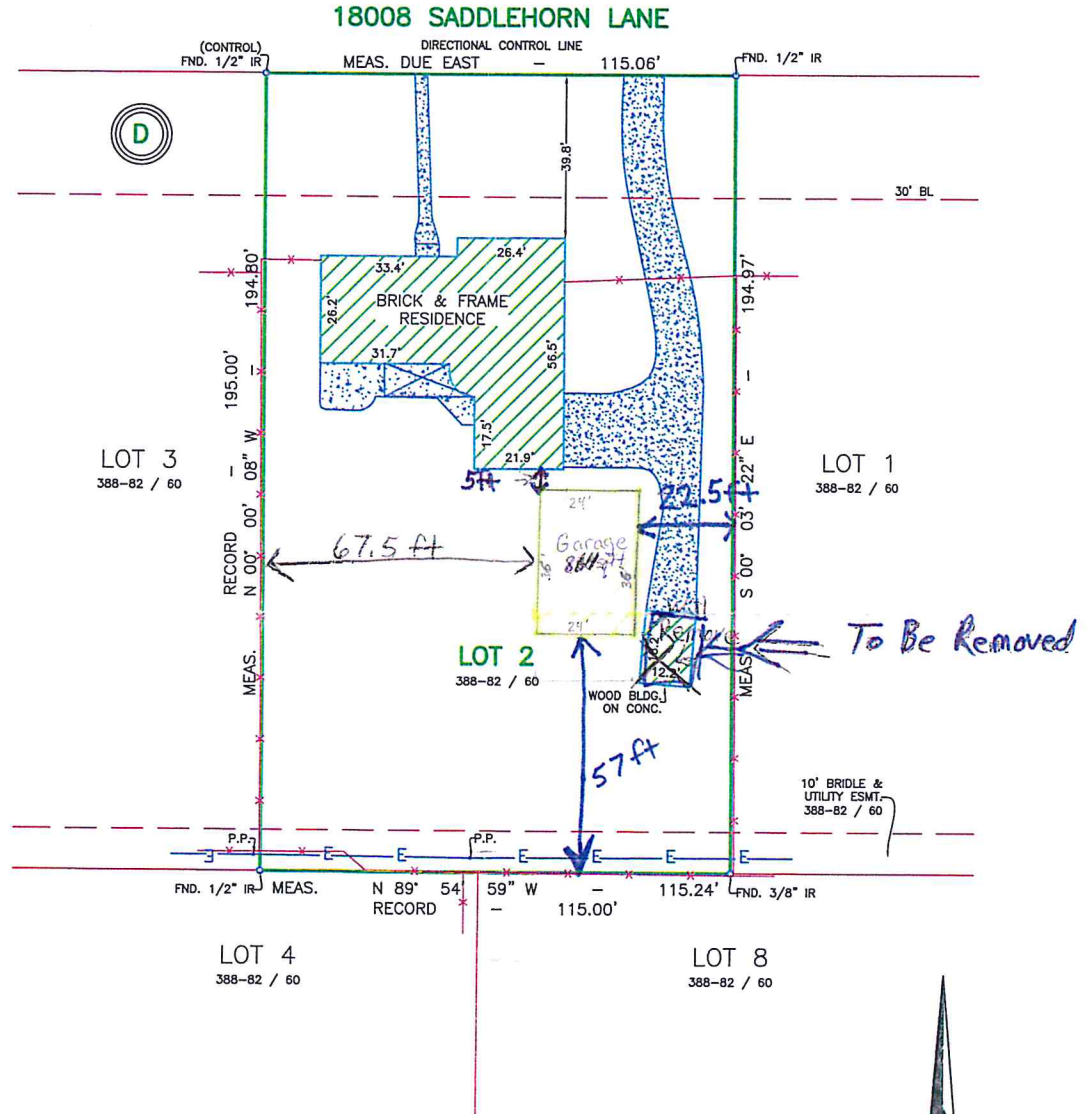


Reference No: 1507061800 G.F. No: 102003973  
Title Co: PROVIDENCE TITLE COMPANY  
Purchaser: SCHUR

#### PROPERTY DESCRIPTION

Being Lot 2, Block D, of Lakeview Country Estates, Installment No. One, an Addition to the City of Mansfield, Tarrant County, Texas, according to the map or plat thereof recorded in Volume 388-82, Page 60, of the Plat Records, Tarrant County, Texas.

Easements recorded in 9821/1684, DRTCT, does not affect this property.



#### SURVEYORS CERTIFICATION

I, DAVID J. ROSE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, AND DIMENSIONS OF THE LAND INDICATED THEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS THAT MAY BE OF RECORD, AND THAT ONLY THE EASEMENTS SHOWN ON THE REFERENCED PLAT OF RECORD, VISIBLE EASEMENTS AND THOSE OF WHICH THE SURVEYOR HAS BEEN GIVEN WRITTEN NOTICE FROM TITLE COMPANY ARE SHOWN ON THIS PLAT. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR THE TITLE COMPANY AND PURCHASER SHOWN AND IS LICENSED FOR ONE SINGLE USE. THIS SURVEY WILL BE VOID IF USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE. SURVEYOR BEARS NO RESPONSIBILITY FOR SAID USE.

**PROLINE**  
SURVEYING LTD.  
www.prolinesurveyors.com

Ph# 817-276-1148 info@prolinesurveyors.com  
© Proline Surveying, LTD. 2015

SURVEY CAN BE UPDATED FOR DISCOUNTED PRICE



—	OVERHEAD UTILITIES
—	FENCE
—	BRICK
—	WOOD DECK
—	CONCRETE

This survey is hereby  
accepted and approved.

Purchaser

Purchaser

Date

DRAWN BY: 00

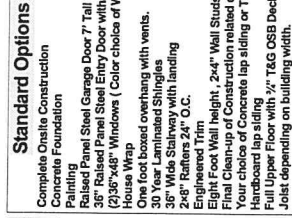
DATE: 07/07/15

STATE FIRM REGISTRATION NUMBER 10193797



SURVEY ONLY VALID WITH ORIGINAL SIGNATURE

**Model: 24x36 - 2 Story Carriage Garage**



10ft Sidelwall Height  
16'x9' Carriage Style Garage Door  
12'x36' Covered Porch  
1 Extra Exterior Door - 9 Lite Steel

Paint Colors	
Base:	
Trim:	
Roof	
Type:	
Color:	

**Note:** Permit pricing is NOT included. Permit pricing is based on building size & cost. Permit rates may vary from city to city. Some rural areas do not require permits for detached barns. It is the customer's responsibility to obtain plan approval for sub-divisions with deed restrictions.

**CHANGE ORDERS:**

Any changes to your design, including floor plans, interior/exterior changes, or any custom ordered items, can be done at no charge, 10 days from the sale date.  
Any Changes Made After 10 Days Is Subject to a \$250 Change Order Charge, Plus Cost of Parts and Labor.

**Customer Signature**

Date \_\_\_\_\_

**LUL RICH**  
LUL RICH REALTY GROUP

Ulrich Garages  
2000 Melissa Lane  
Cleburne, TX 76031

**Model: Two Story Carriage Garage**  
Mike and Andria Schur  
18008 Saddlehorn Lane  
Mansfield, TX 76063  
Sales Rep: Marshall Wiggins 817-987-9866

## **SECTION 6300.E.6**

6. An increase in the maximum allowable area or height, or a reduction of the minimum setback requirements for playhouses or structures.

- a. Conditions of Approval:

1. No special exception may be granted by the Board of Adjustment unless the building or structure is to be located on a lot of one-half (0.5) acre in size or larger.
2. The Board may grant an increase in building area provided that the total building area resulting from the approval of the special exception shall not exceed four (4) percent of the square footage of the lot.
3. The Board may grant an increase in height not to exceed twenty-four (24) feet for buildings or structures located on lots of one-half (0.5) acre to two (2) acres in size, and not to exceed thirty-five (35) feet for buildings or structures located on lots of two (2) acres in size or larger.
4. The Board may grant a reduction in the minimum required setbacks to allow an accessory building to be located no closer than five (5) feet from the side property line and seven and one-half (7.5) feet from the rear property line, unless the accessory building or structure is intended to house or contain livestock, in which case the setbacks established in Section 7800.B.13 shall apply.
5. To grant a special exception, the Board must find that there will be no negative impact to the abutting properties.

## **ZBA COMMUNICATION**

**Agenda Date:** April 5, 2017

**Case Number:** ZBA#17-005

**Applicant:** Darrell Sneed

**Subject Land Use:** Single-family residence

**Zoning:** PR

**Request:** Special Exception to allow a reduction of the 80% minimum masonry construction requirement for a new single family residence

**Zoning Ordinance Reference:** 6300.E.5

**Location:** 861 Tate St.

### **STAFF COMMENTS**

The applicant is proposing a new, country style one-story residence with a floor area of approximately 3,764 square feet. The Zoning Ordinance requires that the house be constructed of at least 80% masonry materials (brick, stone, or split-face or textured concrete masonry units, laid course by course and mortared together). The exterior of the proposed house will use masonry composite siding and trim. The Zoning Ordinance does not classify masonry composite siding as a masonry material.

The Board may grant a Special Exception to allow a reduction in the minimum masonry requirement if the following criteria are met:

1. The proposed construction must accommodate architectural features which are integral to the building design;
2. All alternate construction materials must have the same durability as masonry; and
3. The granting of the special exception must not diminish or impair property values within the neighborhood.

### **Attachments**

Maps and supporting information

Site plan and exhibits

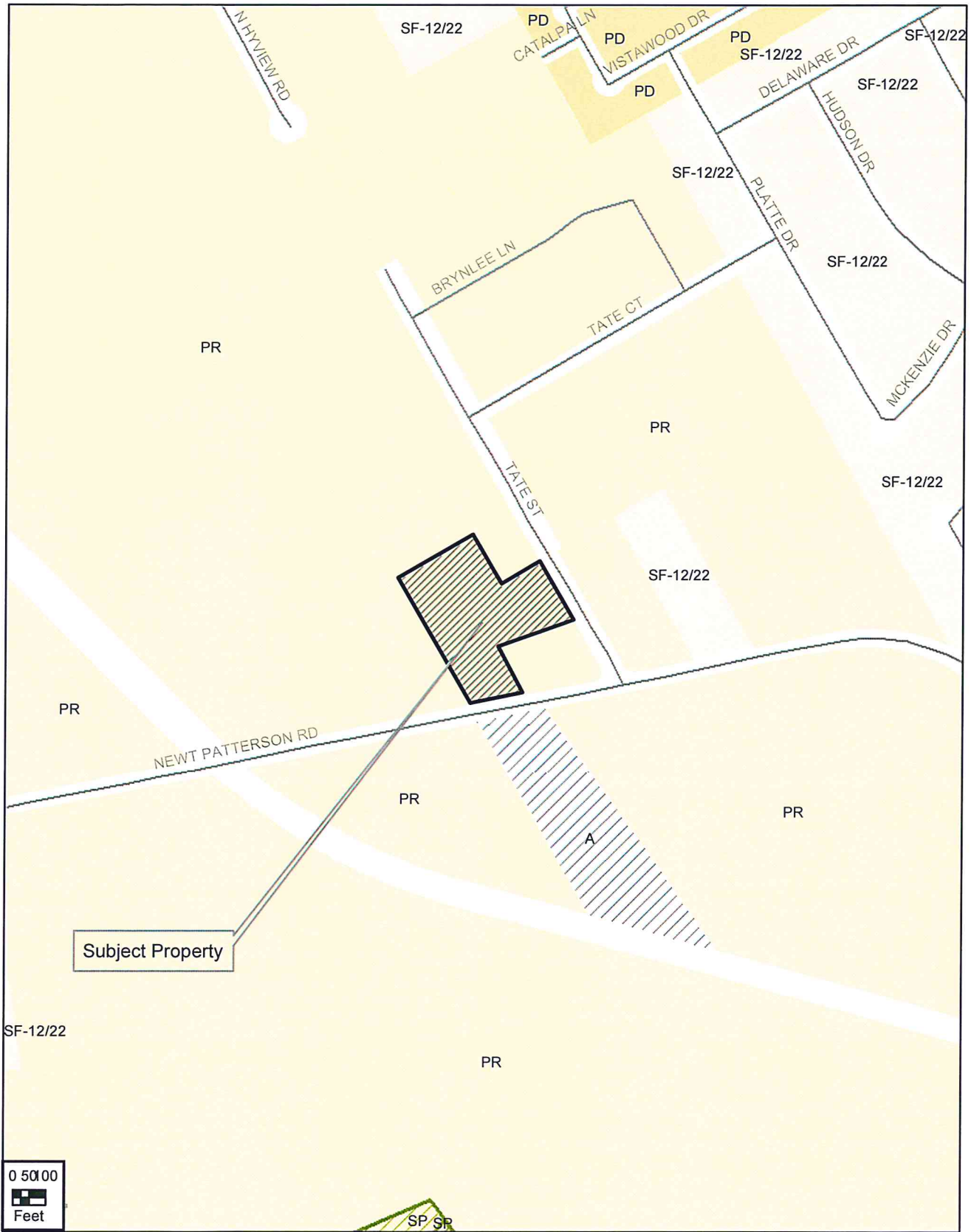
Provisions of Section 6300.E.5



**ZBA# 17-005**

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03/08/2017



# BOYD BUILDERS, INC.

*"A trusted name since 1982"*

March 9, 2017

To Whom It May Concern,

Please consider the attached application for Special Exception Approval to build a home at 861 Tate Street, Mansfield, TX 76063

We would like to build the proposed home in the Craftsman style of architecture. The Craftsman style is typically a siding style home and the City of Mansfield has an ordinance requiring 80% Masonry on residential homes. We would propose to build this home using Cement fiber siding with Masonry stone columns to be true to the Craftsman style of Architecture.

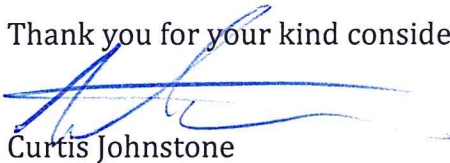
The proposed home will sit on 3 acres in a rural setting and the home will be built behind a stand of mature Oak trees. The Craftsman style will blend nicely with the surrounding houses. There are many recently built siding homes in the area. Please see attached photos.

The cement fiber siding holds a 50-year manufacturer's warranty -- please see attached.

The proposed project has a Mortgage appraised value of \$637,515.00. We believe that this home, when completed, will enhance property values in the area and will be a great addition to the diverse community, which Mansfield is becoming.

We feel this architectural style is making a resurgence as witnessed by the revitalization project recently completed on 3<sup>rd</sup> street in down town Mansfield.

Thank you for your kind consideration of this request,

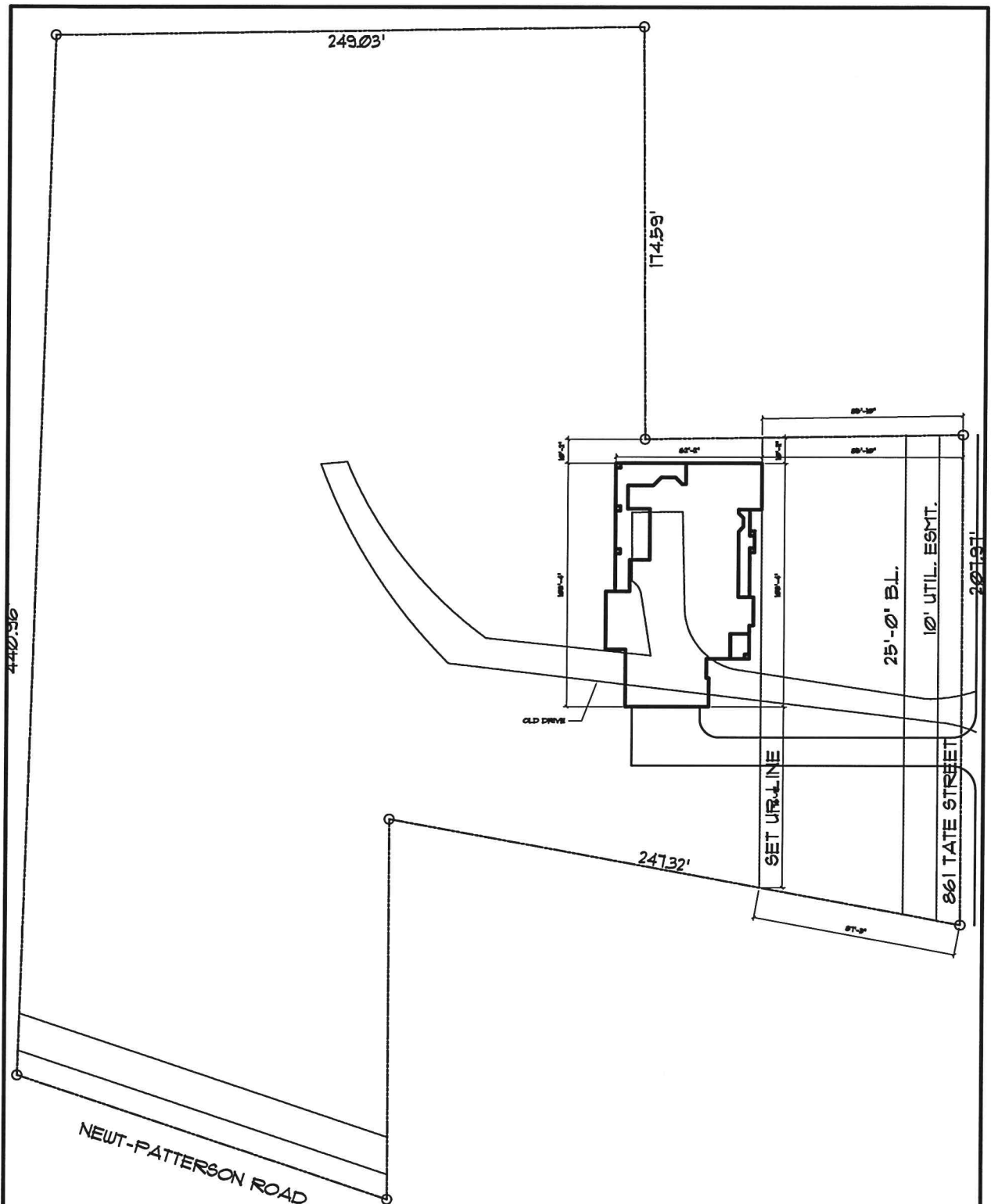


Curtis Johnstone  
President  
Boyd Builders Inc.  
4101 Green Oaks Blvd  
Suite 305-595  
Arlington, TX 76016  
(817) 896-8450  
boydbuildersinc@aol.com

Phone (817) 422-8724  
4101 Green Oaks W., #305-595  
Arlington, Texas 76016



Phone (817) 703-4592  
Fax (817) 473-7484  
[www.boydbuildersinc.com](http://www.boydbuildersinc.com)



**PLOT PLAN**  
 SCALE: 1"=40'  
 LOT 2 BLOCK 1  
 861 TATE STREET  
 SUNNYVALE ADDITION  
 CITY OF MANSFIELD  
 TARRANT COUNTY, TEXAS  
 PLAN: 5911  
 DATE: 12/13/16



THE PLAN FACTORY

IT SHALL BE THE FULL RESPONSIBILITY OF THE BUILDER TO VERIFY ALL ASPECTS OF THIS PLAN AND ADJUST IF REQUIRED

These Plans are the property of Plan Factory and are not to be reproduced, traced or reused without the written permission of Plan Factory. It shall be the responsibility of the builder/contractor to verify all dimensions prior to any construction.

THE PLAN FACTORY  
4303 SOUTH BOWEN RD. - SUITE 117 - ARLINGTON, TX 76016  
METRO (817) 654-9012



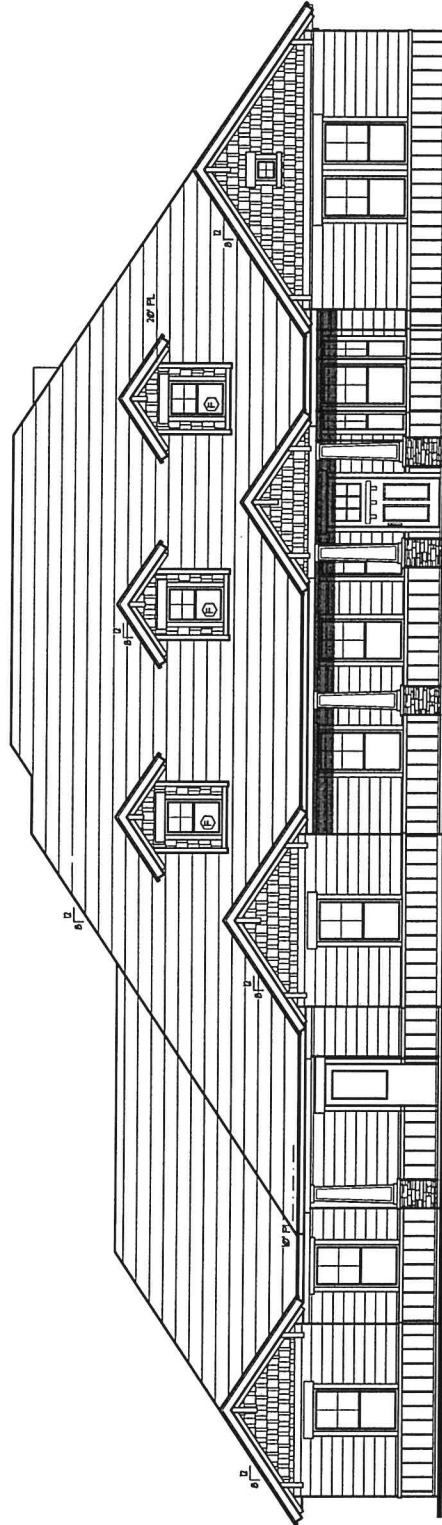
DESCRIPTION

SQUARE FOOTAGE:	
LOWER:	3764
UPPER:	0
TOTAL ACS:	3764
GARAGE:	662
PORCH:	106
SIZE PORCH:	106
DECK PATIO:	503
TTL. AFR:	5614

Drawn By: BSC/NCJ  
Job #: 19011  
Date: JAN 2017

PLAN NO.

950113911



FRONT ELEVATION  
1/4" = 1'-0"

NOT: MASONRY, CONCRETE, SIDING AND TRIM PRODUCTS  
WINDOWS AND DOOR STYLES SHOWN MAY NOT BE AVAILABLE - VERIFY WITH MANUFACTURER FOR ACTUAL PRODUCTS

GENERAL NOTES

- 2x6 FRAMING FOR SOFFIT PLUMBING, DECORATIVE AND KEY STRUCTURAL WALLS OF 12' HEIGHT OR MORE
- ALL MECHANICAL SYSTEMS SPECIFICATIONS TO BE DETERMINED BY OTHERS
- NO CURBS ON SLOPERS- DROP SLOPERS 1/4" x 1/2"
- SEE OWNER FOR ALL BUILDING AND FINISH OUT
- SEE OWNER FOR ALL SPECIAL CEILING TREATMENTS

FINAL PLACEMENT ON LOT TBD

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO VERIFY ALL DIMENSIONS AND MATERIALS AGAINST ALL GOVERNING CODES & REQUIREMENTS.

THE PLAN FACTORY  
4403 SOUTH BOWEN RD. - SUITE 117 - ARLINGTON, TX 76016  
METRO (817) 654-9012



DESCRIPTION	DATE	AMOUNT	REMARKS
...	...	...	...

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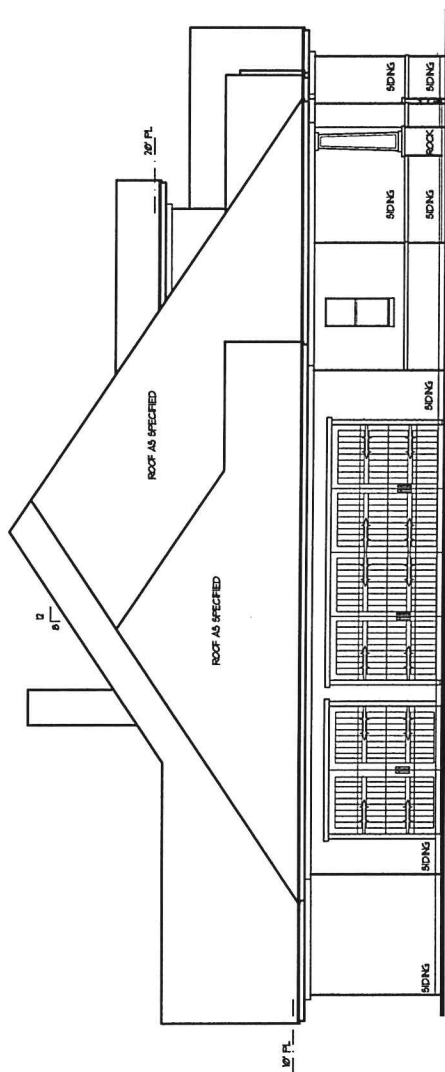
Drawn SC/RKJ  
Job Ball  
Date JAN 2017

PLAN NO.

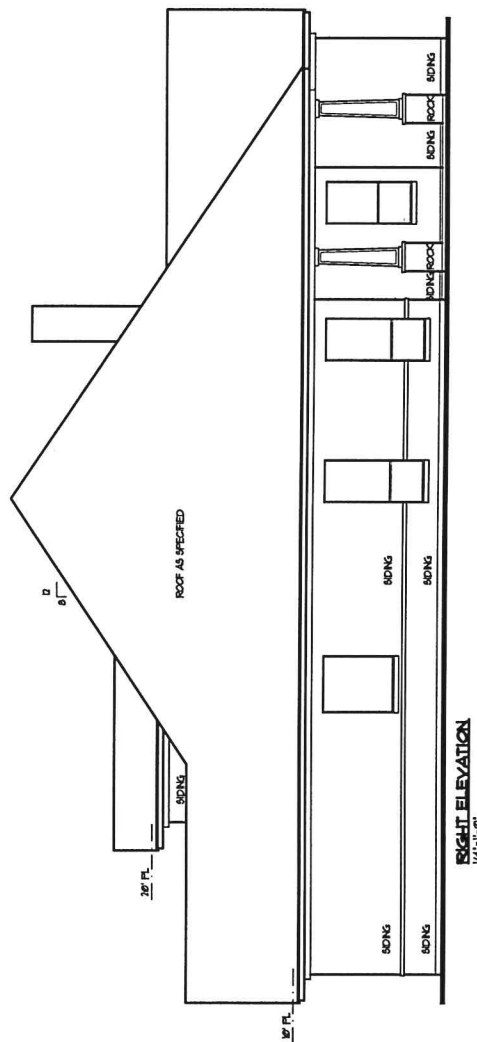
3501173971

PG. 5 OF 6

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO VERIFY ALL ASPECTS OF THIS PLAN AND TO ENSURE THAT THIS PLAN MEETS ALL GOVERNING CODES & REQUIREMENTS.



**LEFT ELEVATION**  
1/4" = 1'-0"



**RIGHT ELEVATION**  
1/4" = 1'-0"

DESCRIPTION	DATE	AMOUNT	REMARKS
...	...	...	...

[illegible]

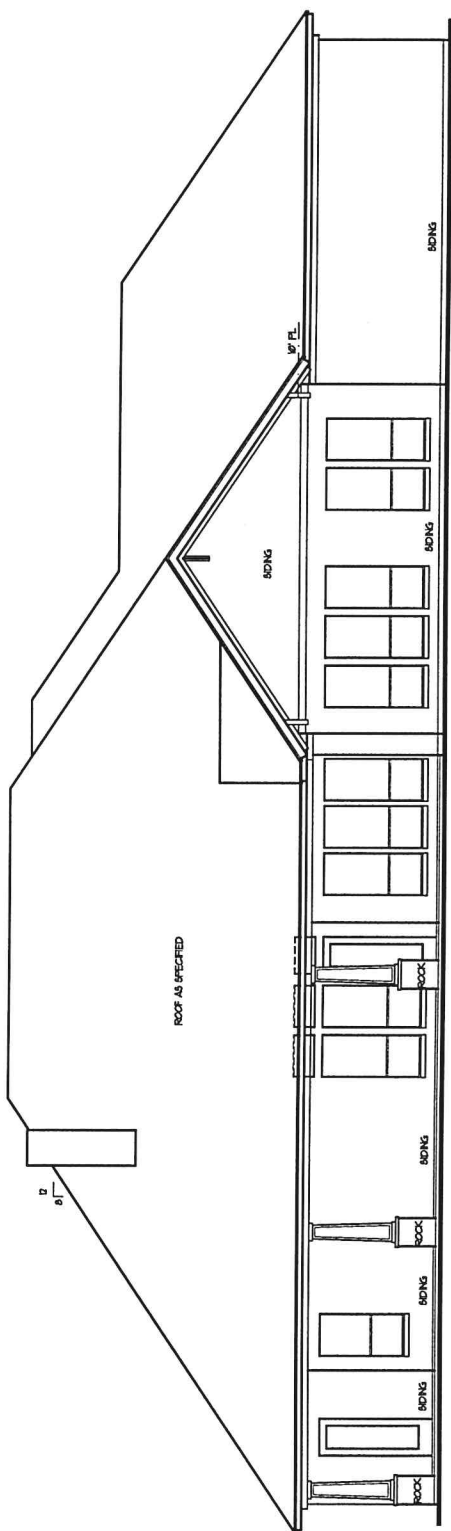
Drawn SC/RSU  
 Job Ball  
 Date JAN 2017

PLAN NO.

6501173971

PG. 6 OF 6

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE BUILDER TO VERIFY ALL ASPECTS OF THIS PLAN AND TO ENSURE THAT THIS PLAN MEETS ALL GOVERNING CODES & REQUIREMENTS.



**REAR ELEVATION**  
1/4" = 1'-0"

860 TATE STREET





Finished 2 Years Ago .6 miles 898 Newt Patterson



.6 miles 874 NEWT PATTERSON

# MaxiTile, Inc.

MaxiPanel™ • MaxiPlank® • MaxiShingle™ • MaxiSoffit™ • MaxiTrim™ • MultiShake™

## 50 Year Transferable Limited Product Warranty

**1. WARRANTY COVERAGE.** MaxiTile, Inc. ("MaxiTile") warrants, for a period of fifty (50) years (the "Limited Warranty Period") from the date of purchase of MaxiTile's Fiber Cement Siding Products (collectively, herein called "the Product"), for installation within the Continental U.S., the District of Columbia, and Canada, that such purchased Product complies with ASTM C1186, and that, if used for its intended purpose and properly installed and maintained according to MaxiTile's published installation instructions: (a) will resist damage caused by hail or termite attacks, (b) will resist rot, (c) will remain non-combustible, and (d) will be free from manufacturing defects in material and workmanship. This Limited Warranty extends only to: (i) the original retail purchaser of the Product, (ii) the first subsequent owner of the property on which the Product is installed, and (iii) the first transferee (each a "Covered Person").

**2. MAXITILE'S OBLIGATIONS.** If, during the Limited Warranty Period, the Product is defective in material or workmanship, MaxiTile will, in its sole and reasonable discretion, **either**: (i) repair **or** replace the defective portion of the Product, **or** (ii) (a) during the first (1st) through the thirty-fifth (35<sup>th</sup>) year from the date of Product installation, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product (no labor or other charges shall be paid), **or** (b) during the thirty-sixth (36<sup>th</sup>) through the fiftieth (50<sup>th</sup>) year from the date of installation, reimburse the Covered Person an amount equal to the cost of similar replacement product for the defective portion of the Product (no labor or other charges shall be paid) less an annual pro rata reduction of 6.67% per year (36<sup>th</sup> year, 6.67%; 37<sup>th</sup> year, 13.34%, etc.) such that from and after the fiftieth (50) year the amount payable under this Limited Warranty shall be zero. If the original retail cost of the defective portion of the Product cannot be established by the Covered Person to MaxiTile's reasonable satisfaction, the retail cost of the defective portion of the Product shall be determined by MaxiTile in its sole and reasonable discretion. MaxiTile's repair or replacement of the defective portion of the Product,

or reimbursement to a Covered Person, pursuant to this Section 2 of this Limited Warranty is and shall be the sole and exclusive remedy of a Covered Person for any and all defects in material or workmanship. MAXITILE WILL NOT REIMBURSE OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.

**3. CONDITIONS PRECEDENT.** Warranty coverage under this Limited Warranty is and shall be subject to the following terms and conditions:

(a) A Covered Person must provide written notice to MaxiTile within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must include: (a) the name, phone number and address of the owner of the property on which the Product was installed, (b) the address of the property on which the Product was installed, (c) The name of the Product or a detailed description, and the date on which the Product was installed, (d) The date when the claimant discovered the problem, (e) A brief description of the problem, and (f) A brief description of actions taken by the Covered Person (if any were taken) to prevent further defect, damage or failure to the Product and to the Covered Person's property.

(b) Shortly after receiving written notice of a claimed defect covered by this Limited Warranty, MaxiTile will provide the claimant with a Claimant Questionnaire to fill out. This Claimant Questionnaire must be completed, signed and returned by the claimant to MaxiTile (along with the photographic or other physical evidence requested in the Claimant Questionnaire) within sixty (60) days after the date on which MaxiTile provided the Claimant Questionnaire to the claimant. A claimant under this Limited Warranty must provide satisfactory proof to MaxiTile that such claimant is a Covered Person as defined in Section 1 above.

(c) The Product must be installed according to MaxiTile's printed installation requirements and must comply with all applicable building codes

adopted by applicable federal, state and/or local governmental authorities.

(d) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow MaxiTile or MaxiTile's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from MaxiTile could possibly void the Product's Limited Warranty.

**4. EXCLUSIONS FROM COVERAGE.** This Limited Warranty does not cover damage or defects resulting from or in any way pertaining or attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without limitation, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of studs, framing members, wall assemblies or other accessories; (b) Further processing, modification or alteration of the Product after shipping from MaxiTile; (c) Neglect, abuse, or misuse; (d) Product repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure to which the Product is attached; (g) Exceeding the maximum designed wind loads; (h) Acts of God including without limitation riots, civil insurrections, wars, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including without limitation unusual weather or climate conditions); (i) Efflorescence, (j) Peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (l) Lack of proper storage, handling, shipping or maintenance; or (m) Any cause whatsoever other than defects in material and workmanship attributable to MaxiTile.

**5. SETTLEMENT OF A CLAIM.** Any Product replacements or reimbursements made by MaxiTile pursuant to Section 2, above, shall be deemed a full settlement and release of any claims arising hereunder and shall be a complete bar to any claims

in any arbitration or litigation related to or arising from any Product so replaced or for which a reimbursement has been made. By accepting Product replacement or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or for which a reimbursement has been made.

**6. LIABILITY LIMITATION. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY ELSEWHERE IN THIS LIMITED WARRANTY, MAXITILE SHALL IN NO WAY BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS PERTAINING TO: (a) PROPERTY DAMAGE, (b) BREACH OF WARRANTY, (c) BREACH OF CONTRACT, (d) TORT, OR (e) ANY OTHER LEGAL CLAIM OR THEORY.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**7. WARRANTY LIMITATION. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE MAXITILE PRODUCT COVERED HEREBY. MAXITILE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE.** In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you might possibly have additional rights, which vary from one jurisdiction to another.

**8. PRODUCT MODIFICATION/DISCONTINUANCE.** MaxiTile reserves the right to discontinue or modify the Product at any time, and from time to time, without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, MaxiTile will, in its sole discretion, fulfill any replacement obligation under this Limited Warranty with a product of equal or greater value.

9. **CHOICE OF LAW.** This Limited Warranty is to and shall be construed under the laws of the State of Texas, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

10. **BINDING ARBITRATION.** By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of any Product from MaxiTile shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The arbitration proceeding shall take place exclusively in Houston, Harris County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures and Consumer Related Disputes Supplementary Procedures, if applicable, shall apply. These Arbitration Rules may currently be found on the American Arbitration Association's web site at [www.adr.org](http://www.adr.org). Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against MaxiTile, you must file a case with the American Arbitration Association in Houston, Texas. You may visit the American Arbitration Association's web site at [www.adr.org](http://www.adr.org) to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to an arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you and MaxiTile are each waiving the right to a trial by jury or to

participate in a class action. This binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1-16).

11. **SEVERABILITY.** All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

12. **ENTIRE AGREEMENT.** This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of MaxiTile. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAXITILE OR ITS AGENTS WILL CREATE ANY ADDITIONAL MAXITILE WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF MAXITILE'S OBLIGATIONS BEYOND THOSE OF THIS LIMITED WARRANTY.

13. **EFFECTIVE DATE.** The effective date of this Limited Warranty is February 1, 2013 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations made on and after the Effective Date.

14. **OBTAINING LIMITED WARRANTY SERVICE.** For Limited Warranty service, call 1.800.451.2003 or write Limited Warranty Department, MaxiTile, Inc., 15055 Woodham Drive, Houston, Texas 77073.

## **SECTION 6300.E.5**

5. A reduction of the 80% minimum masonry construction requirement or deviation from the masonry material construction requirement imposed on all dwelling units within any SF, Single-Family Residential or 2F, Two-Family Residential Districts.

- a. Conditions of Approval:

1. The proposed construction must accommodate architectural features which are integral to the building design;
2. All alternate construction materials must have the same durability as masonry; and
3. The granting of the special exception must not diminish or impair property values within the neighborhood.