

BOA 23059 EXHIBIT A

We are seeking an exception to allow a small concrete access pad to our proposed 2 car garage. For the past several years I have been parking my boat in our side yard. This was not attractive to us or our neighbors. We are now preparing to build a 2 car addition to our home so the boat can be stored out of sight. A solution that will certainly improve the view of our home from the street as well as the neighborhood. To access that new garage door we would like to install a small 13' wide concrete pad as shown on the attached Exhibit B. This concrete will not require a curb cut, it does not engage any sidewalk nor will the concrete connect to the curb. The concrete is all behind the property line and does not encroach on the street easement. Lots in this neighborhood are generally wide and this additional concrete will not exceed others found in the neighborhood. The current concrete drive along with the new approach slab will only cover 20% of our total lot width. Refer to Exhibits C,D,E, which are all BOA approved cases within our square mile all on smaller lots than ours.

Our building permit submitted has been reviewed and this exception will complete the requirement. We hope you will consider and grant this small exception as we feel the end result will help to improve our property and the neighborhood.



# Enlarged Exhibit B

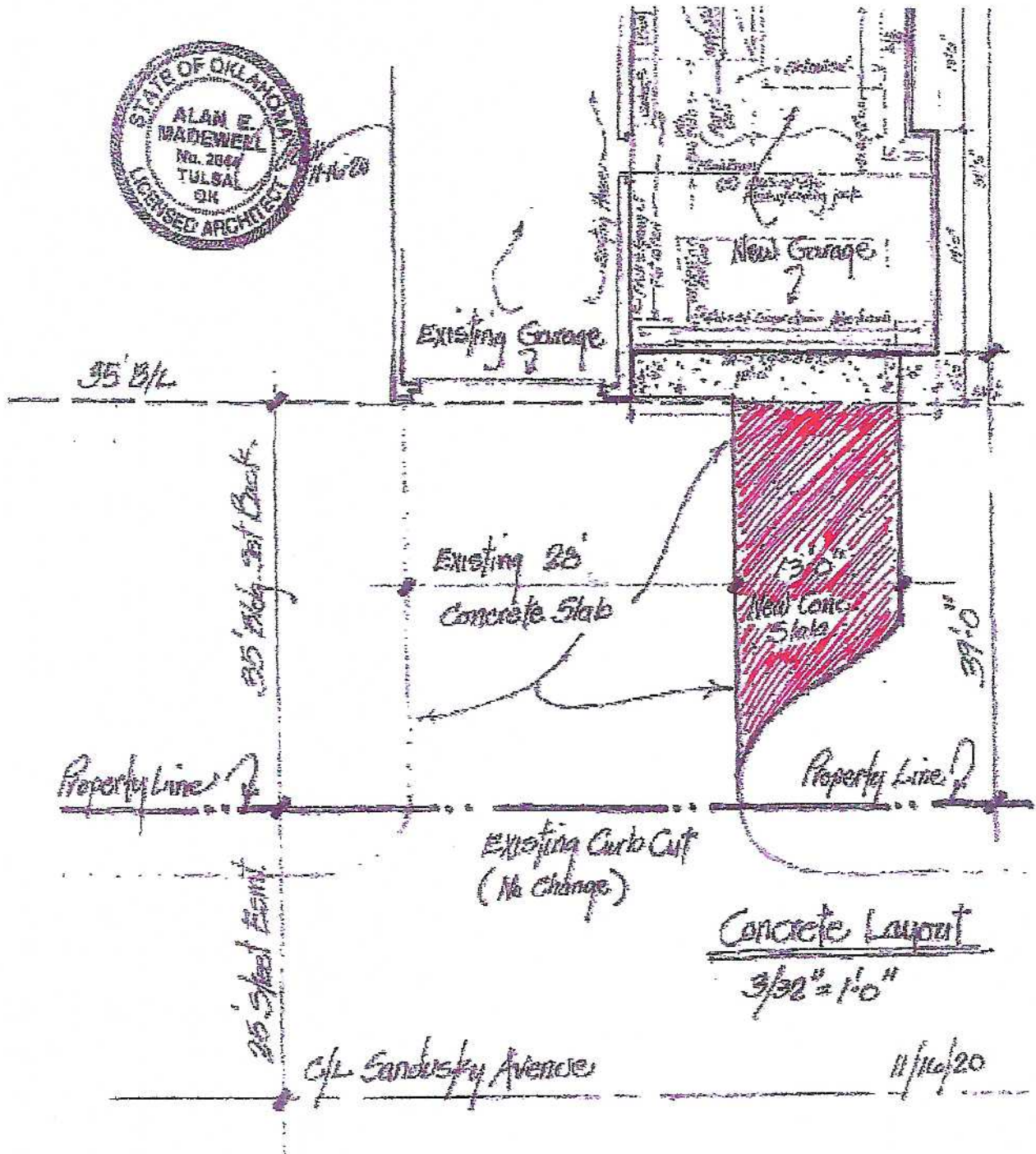
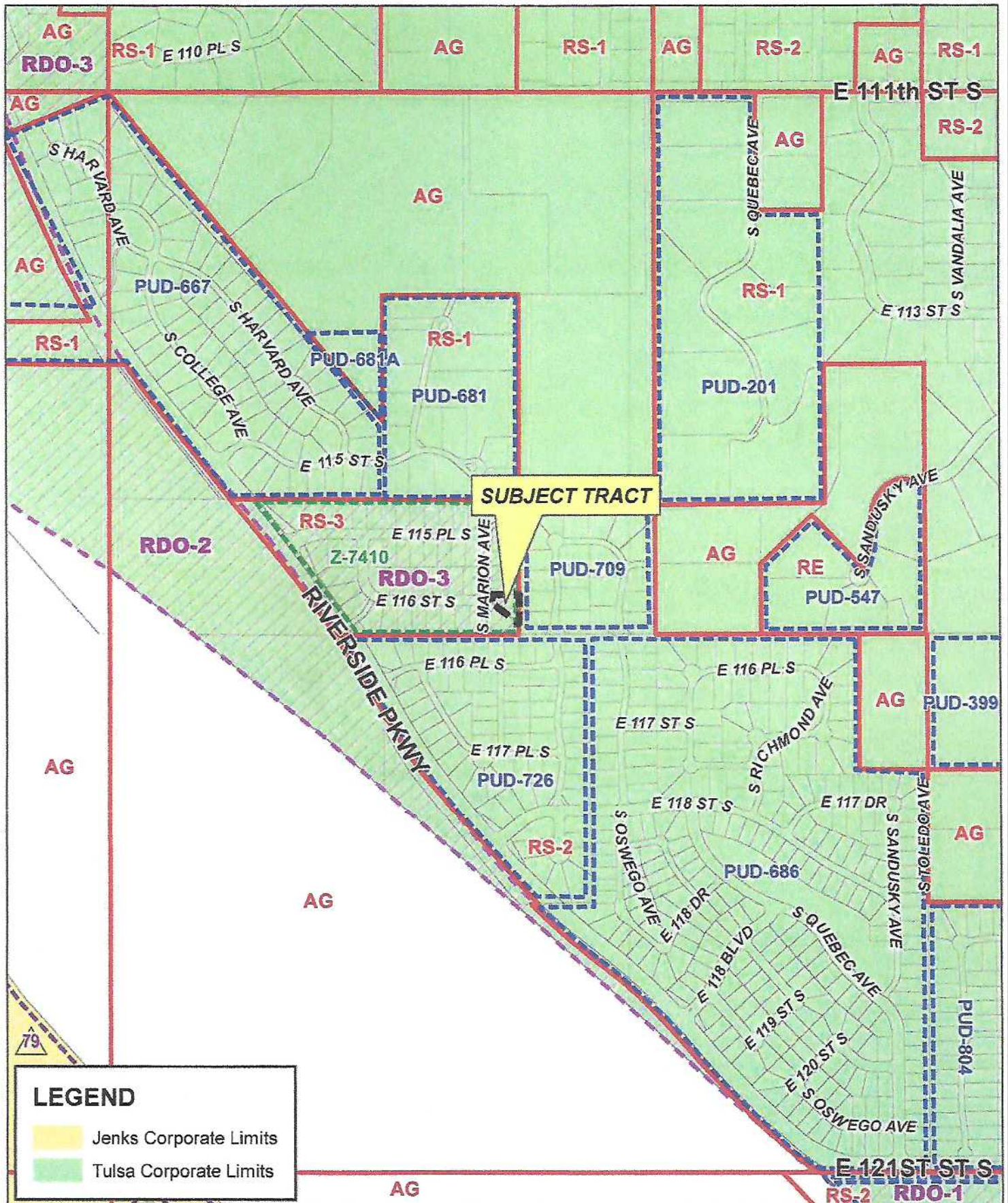




Exhibit C



0 300 600  
Feet

BOA-23048

18-13 33

20.1





# BOARD OF ADJUSTMENT CASE REPORT

STR: 8333

Case Number: BOA-23048

CZM: 56

CD: 8

A-P#:

**HEARING DATE:** 12/08/2020 1:00 PM

**APPLICANT:** Erik Enyart

**ACTION REQUESTED:** Special Exception to increase the permitted driveway width on the lot inside the street setback (Sec. 55.090-F)

**LOCATION:** 11541 S MARION AV E

**ZONED:** RS-3

**PRESENT USE:** Residential

**TRACT SIZE:** 11745.04 SQ FT

**LEGAL DESCRIPTION:** LOT 6 BLOCK 2, DELAWARE PARK

**RELATIONSHIP TO THE COMPREHENSIVE PLAN:** The Tulsa Comprehensive Plan identifies the subject property as part of a "New Neighborhood" and an "Area of Growth".

The **New Neighborhood** designation is intended for new communities developed on vacant land. These neighborhoods are comprised primarily of single-family homes on a range of lot sizes but can include townhouses and low-rise apartments or condominiums. These areas should be designed to meet high standards of internal and external connectivity and shall be paired with an existing or new Neighborhood or Town Center.

The purpose of **Areas of Growth** is to direct the allocation of resources and channel growth to where it will be beneficial and can best improve access to jobs, housing, and services with fewer and shorter auto trips. Areas of Growth are parts of the city where general agreement exists that development or redevelopment is beneficial. As steps are taken to plan for, and, in some cases, develop or redevelop these areas, ensuring that existing residents will not be displaced is a high priority. A major goal is to increase economic activity in the area to benefit existing residents and businesses, and where necessary, provide the stimulus to redevelop.

**ANALYSIS OF SURROUNDING AREA:** The subject tract is located at the corner of S. Marion Ave. and E. 115<sup>th</sup> Pl. S. in the Delaware park Subdivision.

**STAFF COMMENTS:** The applicant is requesting Special Exception to increase the permitted driveway width on the lot inside the street setback (Sec. 55.090-F)



3. In RE and RS zoning districts, driveways serving residential dwelling units may not exceed 50% of the lot frontage or the following maximum widths, whichever is less, unless a greater width is approved in accordance with the special exception procedures of Section 70.120, or, if in a PUD, in accordance with the amendment procedures of Section 30.010.1.2 (Refer to the City of Tulsa Standard Specifications and Details for Residential Driveways #701-704).

Lot Frontage	Maximum Driveway Width				
	75' +	60' - 74'	46' - 59'	30' - 45'	Less than 30' [2]
Driveway Within Right of Way (feet) [1]	27'	26'	22'	20'	12'
Driveway Within Street Setback (feet)	30'	30'	--	--	--

Currently the applicant is limited to 50% of the width of their frontage which works out to 17.93'. They are requesting permission to have a width of 27' 6" on the lot.

### **SAMPLE MOTION:**

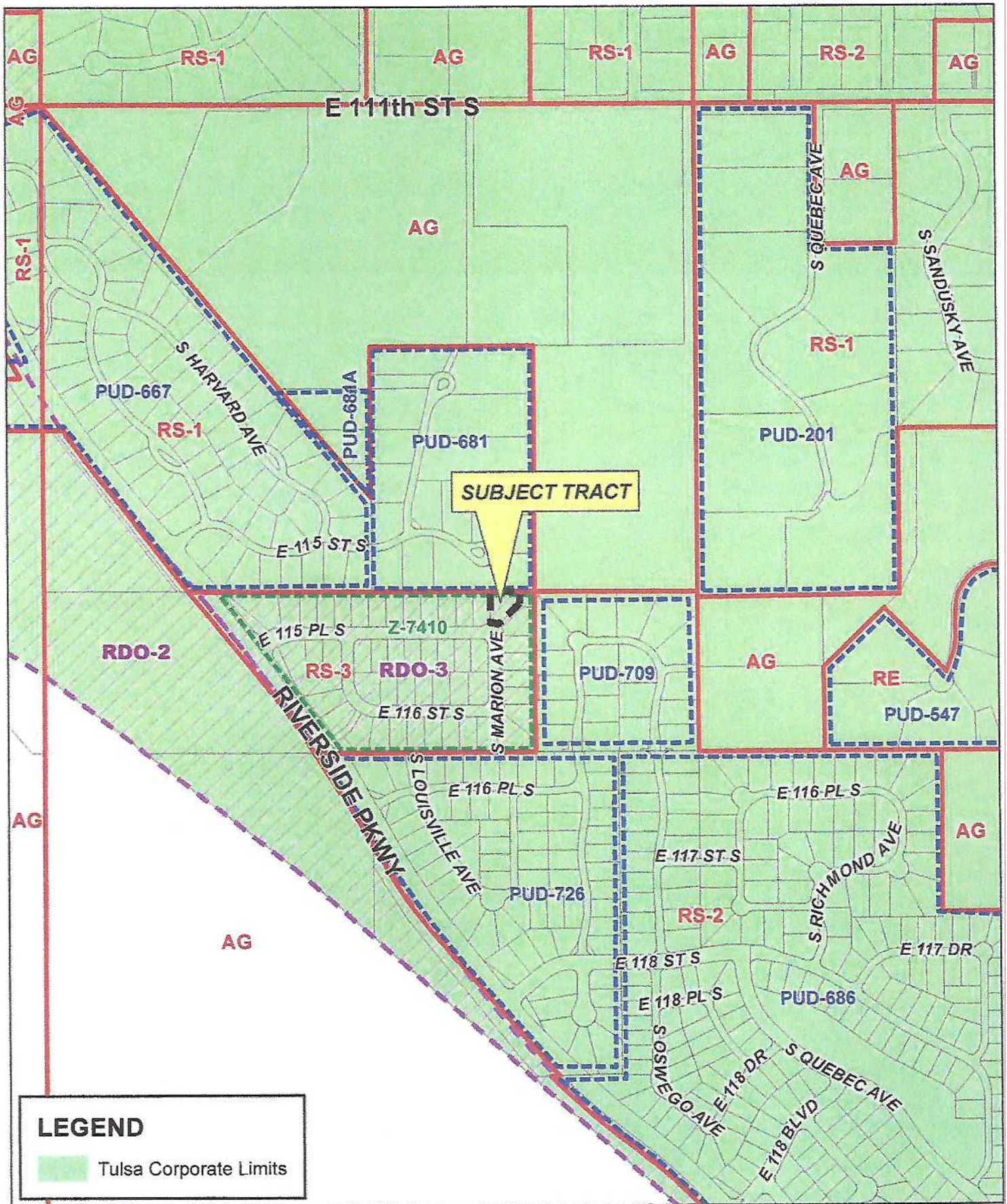
Move to \_\_\_\_\_ (approve/deny) a Special Exception to increase the permitted driveway width on the lot inside the street setback (Sec. 55.090-F)

- Per the Conceptual Plan(s) shown on page(s) \_\_\_\_\_ of the agenda packet.
- Subject to the following conditions (including time limitation, if any):  
\_\_\_\_\_.

The Board finds that the requested Special Exception will be in harmony with the spirit and intent of the Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.



# Exhibit D



## LEGEND

Tulsa Corporate Limits



BOA-23047

18-13 33

19.1





# BOARD OF ADJUSTMENT CASE REPORT

**STR:** 8333

Case Number: **BOA-23047**

**CZM:** 56

**CD:** 8

**HEARING DATE:** 12/08/2020 1:00 PM

**APPLICANT:** Erik Enyart

**ACTION REQUESTED:** Special Exception to increase the permitted driveway width on the lot inside the street setback (Sec. 55.090-F)

**LOCATION:** 3751 E 115 PL S

**ZONED:** RS-3

**PRESENT USE:** Residential

**TRACT SIZE:** 12380.06 SQ FT

**LEGAL DESCRIPTION:** LOT 14 BLOCK 1, DELAWARE PARK

**RELEVANT PREVIOUS ACTIONS:** None.

**RELATIONSHIP TO THE COMPREHENSIVE PLAN:** The Tulsa Comprehensive Plan identifies the subject property as part of a "New Neighborhood" and an "Area of Growth".

The **New Neighborhood** designation is intended for new communities developed on vacant land. These neighborhoods are comprised primarily of single-family homes on a range of lot sizes but can include townhouses and low-rise apartments or condominiums. These areas should be designed to meet high standards of internal and external connectivity and shall be paired with an existing or new Neighborhood or Town Center.

The purpose of **Areas of Growth** is to direct the allocation of resources and channel growth to where it will be beneficial and can best improve access to jobs, housing, and services with fewer and shorter auto trips. Areas of Growth are parts of the city where general agreement exists that development or redevelopment is beneficial. As steps are taken to plan for, and, in some cases, develop or redevelop these areas, ensuring that existing residents will not be displaced is a high priority. A major goal is to increase economic activity in the area to benefit existing residents and businesses, and where necessary, provide the stimulus to redevelop.

**ANALYSIS OF SURROUNDING AREA:** The subject tract is located at the corner of S. Marion Ave. and E. 116<sup>th</sup> St. S. in the Delaware Park Subdivision.

**STAFF COMMENTS:** The applicant is requesting Special Exception to increase the permitted driveway width on the lot inside the street setback (Sec. 55.090-F)

19.2



3. In RE and RS zoning districts, driveways serving residential dwelling units may not exceed 50% of the lot frontage or the following maximum widths, whichever is less, unless a greater width is approved in accordance with the special exception procedures of Section 70.120, or, if in a PUD, in accordance with the amendment procedures of Section 30.010-1.2 (Refer to the City of Tulsa Standard Specifications and Details for Residential Driveways #701-704).

Maximum Driveway Width					
Lot Frontage	75'+	60' - 74'	46' - 59'	30' - 45'	Less than 30' [2]
Driveway Within Right of Way (feet) [1]	27'	26'	22'	20'	12'
Driveway Within Street Setback (feet)	30'	30'	-	-	-

Currently the applicant is limited to 50% of the width of their frontage which works out to 16.36'. They are requesting permission to have a width of 27' 3" on the lot.

### **SAMPLE MOTION:**

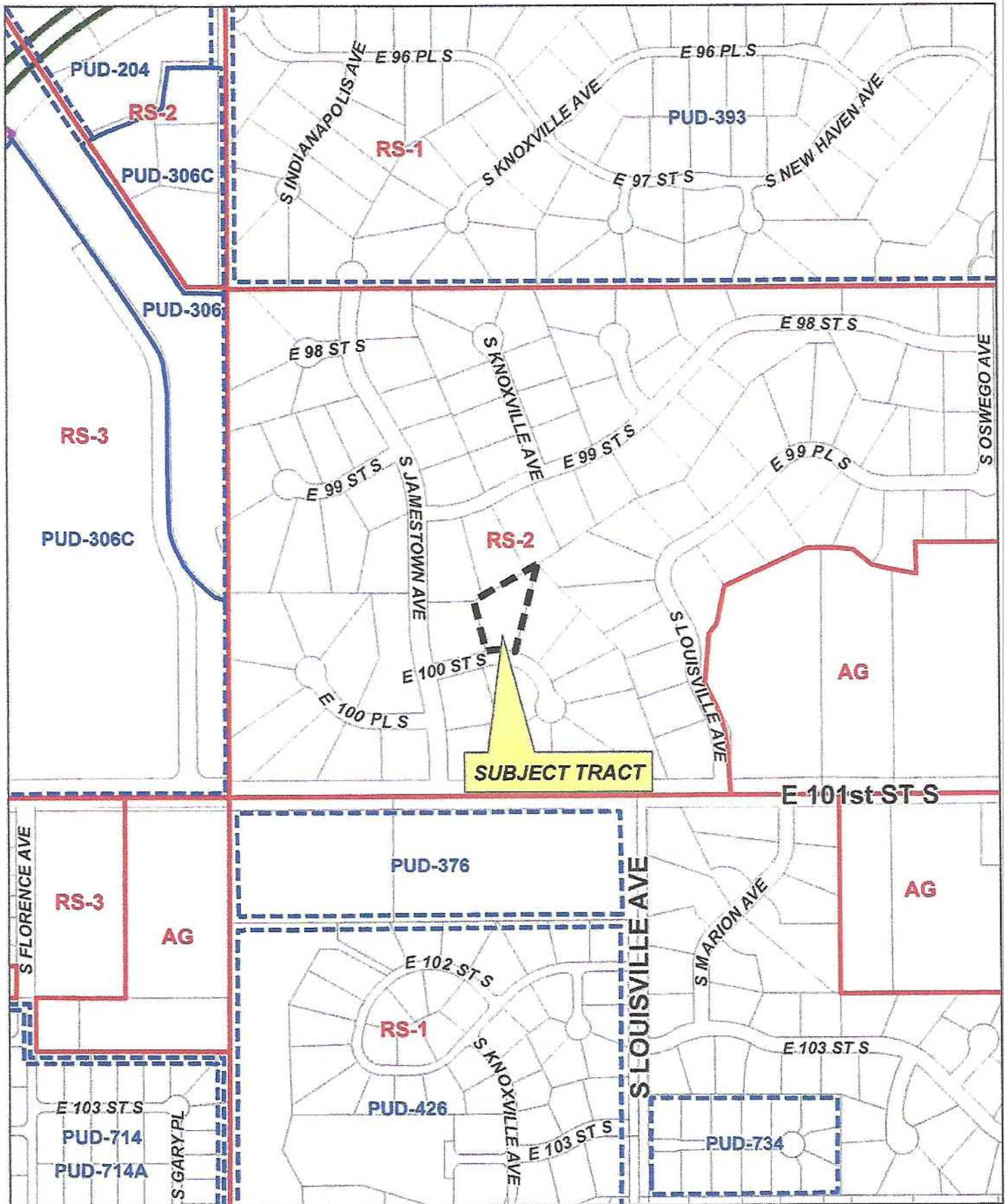
Move to \_\_\_\_\_ (approve/deny) a Special Exception to increase the permitted driveway width on the lot inside the street setback (Sec. 55.090-F)

- Per the Conceptual Plan(s) shown on page(s) \_\_\_\_\_ of the agenda packet.
- Subject to the following conditions (including time limitation, if any):  
\_\_\_\_\_

The Board finds that the requested Special Exception will be in harmony with the spirit and intent of the Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.



Exhibit E



Feet

0 200 400

BOA-23039

18-13 21

12.1





# BOARD OF ADJUSTMENT CASE REPORT

STR: 8321

Case Number: BOA-23039

CZM: 56

CD: 8

**HEARING DATE:** 12/08/2020 1:00 PM

**APPLICANT:** Apodaca Remodeling

**ACTION REQUESTED:** Special Exception to increase the permitted driveway width (Sec. 55.090-F)

**LOCATION:** 3515 E 100 ST S

**ZONED:** RS-2

**PRESENT USE:** Residential

**TRACT SIZE:** 32935.85 SQ FT

**LEGAL DESCRIPTION:** LT 10 BLK 1, SILVER CHASE AMD

**RELEVANT PREVIOUS ACTIONS:** None.

**RELATIONSHIP TO THE COMPREHENSIVE PLAN:** The Tulsa Comprehensive Plan identifies the subject property as part of an "Existing Neighborhood" and an "Area of Stability".

An **Existing Neighborhood** is intended to preserve and enhance Tulsa's existing single-family neighborhoods. Development activities in these areas should be limited to the rehabilitation, improvement or replacement of existing homes, and small-scale infill projects, as permitted through clear and objective setback, height, and other development standards of the zoning code.

The **Areas of Stability** include approximately 75% of the city's total parcels. Existing residential neighborhoods, where change is expected to be minimal, make up a large proportion of the Areas of Stability. The ideal for the Areas of Stability is to identify and maintain the valued character of an area while accommodating the rehabilitation, improvement or replacement of existing homes, and small-scale infill projects. The concept of stability and growth is specifically designed to enhance the unique qualities of older neighborhoods that are looking for new ways to preserve their character and quality of life. The concept of stability and growth is specifically designed to enhance the unique qualities of older neighborhoods that are looking for new ways to preserve their character and quality of life.

**ANALYSIS OF SURROUNDING AREA:** The subject tract is located East of the NE/c fo S. Jamestown and E. 100 St. S.

**STAFF COMMENTS:** The applicant is requesting **Special Exception** to increase the permitted driveway width (Sec. 55.090-F)

12.2



Maximum Driveway Width					
Lot Frontage	75'+	60' - 74'	46' - 59'	30' - 45'	Less than 30' [2]
Driveway Within Right-of-Way (feet) [1]	27'	26'	22'	20'	12'
Driveway Within Street Setback (feet)	30'	30'	-	-	-

The applicant is requesting 46' of driveway width in the right-of-way and 33' on the lot.

**SAMPLE MOTION:**

Move to \_\_\_\_\_ (approve/deny) a **Special Exception** to increase the permitted driveway width (Sec. 55.090-F)

- Per the Conceptual Plan(s) shown on page(s) \_\_\_\_\_ of the agenda packet.
- Subject to the following conditions (including time limitation, if any):  
\_\_\_\_\_

The Board finds that the requested Special Exception will be in harmony with the spirit and intent of the Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.



Ex. F

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT W. O. SMITH and KAYE G. SMITH are the OWNERS of the following described property:

The Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 28, Township 18 North, Range 13 East of the Indian Base and Meridian in the City of Tulsa, County of Tulsa, State of Oklahoma, according to the United States Government survey thereof, containing 39.97 Acres more or less;

WHEREAS, the said OWNERS have caused the above described property to be surveyed, platted and staked in conformity with the accompanying plat which they hereby adopt as the plat of the above described land as "SHADY OAK ESTATES", an Addition to the City of Tulsa, County of Tulsa, State of Oklahoma,

AND, the undersigned OWNERS hereby dedicate for the public use the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each such facility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to said easements for the use and purposes aforesaid; PROVIDED HOWEVER, that the undersigned OWNERS hereby reserve the right to construct, maintain, operate, lay and replace water and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat, and to any other areas,

AND, the undersigned OWNERS do hereby dedicate for public use the streets as shown on said plat, and do hereby guarantee the title to all of the land covered by said streets. For the purpose of providing an orderly development of the entire tract, and for the further purpose of insuring adequate restrictions and covenants, and for the mutual benefit of the undersigned OWNERS, their successors and assigns, and the adjacent owners abutting the tract, their successors and assigns, do hereby impose the following restrictions, limitations and reservations which shall be binding upon all subsequent purchasers.

PROTECTIVE COVENANTS AND RESTRICTIONS

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot which exceeds two stories in height, and all residences must have a private garage for not less than two cars attached to the residence. Carports, in addition to a two car garage will be permitted only if placed where they will not be between the residence and any street adjoining the property.
2. No white chat walks or driveways will be permitted. Materials may be brick, concrete or asphalt. River gravel may be used for walkways when compatible to design of residence.
3. Duplication of plans will be permitted only where there is at least four lots between locations for such duplications. Duplication of floor plans with a complete change of exterior styling will be permitted where at least two lots are between the location. Prior to the start of construction each builder or owner shall file at the office of the developer a duplicate set of building plans, including elevations, comparable to the plans submitted to the City of Tulsa Building Permit Office. The developer shall form a committee consisting of himself and another qualified representative within the area. Their purpose will be to review the plans before and during construction so as to insure all subdivision lot owners that the protective covenants, quality and subdivision restrictions are being complied with in an effort to represent the best interests of all subdivision lot owners, both present and future.
4. No building or part thereof, except open porches and terraces shall be constructed and maintained on any lot nearer to the front property line than the building shown on the recorded plat of said Addition, and no residence shall be built nearer than ten (10) feet to any side lot line on one side and fifteen (15) feet on the other side, thus requiring a combined total of at least twenty-five (25) feet between the residence and both side lot lines.
5. No residence previously used shall be moved on to any lot in this residential development.
6. All single story residences located on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block Four (4), Lots 1, 2, 3, 4 and 5 in Block Five (5) and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block six (6) shall have a minimum of 2,000 square feet of living area. All other single story residences shall have a minimum of 2,000 square feet of living area. For two story or one and one half story residences, a minimum of 1,400 square feet shall be required on the ground floor with a minimum of 2,400 square feet on both floors.
7. All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundation will be exposed.
8. The exterior of all structures erected on any lot shall be constructed of a minimum of 25% masonry, measurements for computing the 25% masonry may exclude actual size of windows, doors, walls of covered porches and patio areas, and shall apply to the first floor only of two story or one and one half story residences.
9. Roofs: No composition shingles will be permitted on any structure erected on any lot. However, certain now existing and future types of synthetic or natural roofing materials may be used upon the Written Approval of the Developer or his duly authorized representative. Other roofing materials shall be restricted to:
  - a. Cedar shingles
  - b. Slate
  - c. "Built-up roof", tar and gravel will be permitted on contemporary style residence. Any other roofing materials recommended to be used must be approved by the developer prior to start of construction.
10. a. All fences must be of ornamental design. No fences consisting of wire and metal posts only will be allowed.  
b. No fences more than five (5) feet in height will be permitted on any lot. [Except for privacy screening adjacent to patios which may be six (6) feet in height.]  
c. Ornamental fences only, not exceeding three (3) feet in height, compatible to the architecture of the residence, constructed of brick, stone, brick and stone, brick and frame, stone and frame, or split rails may be built forward of the building line shown on plat.
11. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood.
12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
13. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs, used by a builder to advertise the property during the construction and sales period.
14. No lot will be used for the storage of materials for a period of greater than 30 days prior to the start of construction and then the construction shall be completed within 9 months. All lots shall be maintained in a neat and orderly condition at all times.
15. No trailer, tent, shack, garage, barn or other outbuilding erected on the platted lands shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. This covenant shall not be construed to prohibit the erection and maintenance of servant's quarters to be occupied by regularly employed domestic servants of the owner of any part of the platted lands; provided that the rental of any servant's quarters or quarters described as "garage apartments" to persons other than domestic servants of the owners of the platted lands is hereby prohibited.
16. These covenants shall run with the land and shall be binding upon the undersigned OWNERS and on all persons claiming under the OWNERS until January 1, 1986, after which time said covenants shall be deemed automatically extended for successive periods of 10 years; provided, however, either before or after 1986, the then owners of a majority of all the lots in said Addition may change or waive these covenants, either in whole or in part, and such change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all the lots in said Addition and duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma.
17. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, conditions and restrictions stated herein, it shall be lawful for any person or persons owning any of the real estate above described to prosecute any proceedings at law or in equity against the person or persons violating the same, and either to prevent him or them from so doing or to recover damages therefor.
18. Overhead pole lines for the supply of electric may be located along the West and North side of the Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
19. Except to houses on lots described in paragraph 18 above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
20. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
21. The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or cost of relocation, required by violation of this covenant, shall be paid for by the owner of the lot.
22. The covenants 18 through 21 shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

IN WITNESS WHEREOF, the undersigned OWNERS have caused their names to be affixed this 16 day of May, 1973.

W. O. SMITH  
Kaye G. Smith  
KAYE G. SMITH

STATE OF OKLAHOMA } ss.  
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of May, 1973, personally appeared W. O. SMITH and KAYE G. SMITH, to me known to be the identical persons who executed the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: June 23, 1975

Notary Public

CERTIFICATE OF SURVEY

We, K. H. COX & ASSOCIATES, ENGINEERS of Tulsa, Oklahoma, hereby certify that we have, at the instance of the OWNERS designated above, made the above described survey, and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 16 day of May, 1973.

K. H. COX & ASSOCIATES, ENGINEERS  
By Jack C. Cox, Registered Land Surveyor

STATE OF OKLAHOMA } ss.  
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of May, 1973, personally appeared JACK C. COX, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of K. H. Cox & Associates, Engineers, for the uses and purposes therein set forth.

My Commission Expires: September 13, 1974

Notary Public