



**CASE COVER SHEET**

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

**PLANNING & ZONING CASE NO.**

**PLANNING & ZONING FEE**

**PLATTING APPLICATION**

- MASTER PLAT
- PRELIMINARY PLAT
- FINAL PLAT
- REPLAT
- AMENDING OR MINOR PLAT
- PLAT REINSTATEMENT REQUEST

**SITE PLAN APPLICATION**

- SITE PLAN
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING

**ZONING APPLICATION**

- ZONING CHANGE
- SPECIFIC USE PERMIT
- PD DEVELOPMENT PLAN

**OTHER APPLICATION**

- TREE REMOVAL
- VARIANCE REQUEST/SPECIAL EXCEPTIONS

**RECORD OF RECOMMENDATIONS, VOTING RECORDS, AND CONDITIONS OF APPROVAL**

**ARCHITECTURE REVIEW BOARD**

**PLANNING AND ZONING COMMISSION**

**CITY COUNCIL READING #1**

**CITY COUNCIL READING #2**

**CONDITIONS OF APPROVAL**

**NOTES**



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

### PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

### SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

### ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

### OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

### NOTES:

<sup>1</sup>: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.  
<sup>2</sup>: A **\$1,000.00** FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 610 Christan Ct. Rockwall, TX 75087

SUBDIVISION North Shore PH 2B

LOT

2

BLOCK

1

GENERAL LOCATION Off Route 66

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING SF-10

CURRENT USE A1 (Long term rental)

PROPOSED ZONING SF-10

PROPOSED USE Short term rental

ACREAGE .25

LOTS [CURRENT] 2

LOTS [PROPOSED] 2

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER Brookhaven Media

APPLICANT

CONTACT PERSON Scott Popescu

CONTACT PERSON

ADDRESS 4153 Panther Ridge Ln

ADDRESS

CITY, STATE & ZIP Plano, Texas 75074

CITY, STATE & ZIP

PHONE 469-993-8222

PHONE

E-MAIL scott@brookhavenmedia.com

E-MAIL

## NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Scott J. Popescu [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 16 DAY OF August, 2024 BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16th DAY OF August, 2024

OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

RECEIVED BY:

DATE RECEIVED:

STR PERMIT NO.

## ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]

- SP I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.
- SP I acknowledge that if three (3) violations/citations occur in any consecutive 12-month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for 12-months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.
- SP I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.
- SP I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.
- SP I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- as the owner of the subject property -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

## REGISTRATION TYPE

New Registration |  Renewal of an Existing Registration

Was this property being used as a short-term rental prior to April 1, 2024?  Yes |  No

## PROPERTY INFORMATION [PLEASE PRINT]

Address	610 Christan Ct. Rockwall, TX 75087	Zoning	SF-10		
Subdivision	North Shore PH 2B	Lot	2	Block	1
General Location	Off Route 66				

## TYPE OF SHORT-TERM RENTAL

Please indicate the type of short-term rental being permitted and registered:

- SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (*i.e. occupies the primary structure*) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.
- SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*).
- SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM). An apartment or condominium (*or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]*) -- or a portion thereof -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

## PROPERTY OWNER INFORMATION [PLEASE PRINT]

Name	Brookhaven Media	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	Scott@brookhavenmedia.com	Zip Code	75074		

## RESPONSIBLE PARTY [PLEASE PRINT]

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

Same as Property Owner

Name	Scott Popescu	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	scott@brookhavenmedia.com	Zip Code	75074		



# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

## REQUIREMENTS CHECKLIST

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- REGISTRATION FEE.** A \$500.00 application fee payable to the City of Rockwall.
- SITE PLAN.** A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- PICTURES.** Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities.
- COMMERCIAL INSURANCE.** Each *Short-Term Rental* shall be required to have and provide proof of general commercial insurance (*or an equivalent*) coverage of a minimum of \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00.
- DRIVER LICENSE.** A copy of the driver license for the property owner and responsible party.

## GENERAL STANDARDS CHECKLIST

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ADVERTISING.** All advertising for the *Short-Term Rental* -- including online or on a proprietary website, application, or other technology -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- PARKING.** The parking on the subject property currently conforms to the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (*i.e. gravel, pavers, asphalt, or concrete*) and no guest or occupant will park on an unimproved surface (*e.g. grass, vegetation, soil, etc.*).
- EVACUATION PLAN.** [ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR] An evacuation plan showing how to exit the building has been posted on the front door.
- TEMPORARY STRUCTURES.** There are no temporary structures (*i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles*) being utilized as a *Short-Term Rental*.
- TRASH/RUBBISH/SOLID WASTE.** There are enough City approved containers (*i.e. a polycarts or approved garage cans*) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- *bagged or otherwise* -- placed on the ground.
- SIGNAGE.** No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- FIRE EXTINGUISHER.** A standard five (5) pound fire extinguisher (*i.e. 2A:10B:C*) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- SMOKE AND CARBON MONOXIDE DETECTORS.** Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- INGRESS/EGRESS.** All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (*i.e. windows and/or doors*).
- SLEEPING ACCOMMODATIONS.** There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- TENANT NOTIFICATION.** The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [1] the property owner's and/or the *Responsible Party's* contact information and phone number; [2] pertinent information relating to the aforementioned standards (*i.e. the location of the required off-street parking; the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.*); [3] information to assist guests in the case of an emergency (*i.e. emergency and non-emergency telephone numbers for police, fire, and medical services*); and, [4] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

## RESPONSIBLE PARTY'S CERTIFICATION

I hereby certify that I am the *Responsible Party* of the property identified in this application, and that my primary residence is located in Rockwall County. I further understand my responsibilities as the *Responsible Party* as stipulated by Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and consent to have my information posted online. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

RESPONSIBLE PARTY'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

## PROPERTY OWNER'S CERTIFICATION

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

PROPERTY OWNER'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES















**FARMERS**  
INSURANCE

A Policy From  
FOREMOST LLOYDS OF TEXAS

N RB 721530  
381-5012368551

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

42

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**THIS IS NOT A BILL**

COPY

Dear LLC. BROOKHAVEN MEDIA:

Your policy packet is enclosed. Please take a few minutes to read through the enclosed documents. This contract is your assurance of protection in case of an insured loss. Copies of your current policy forms are available upon your request. If you have any questions, please contact us at the address shown above or call us at (817) 567-8025 .

Thank you for choosing us for your insurance. We appreciate the opportunity to provide you coverage.

Sincerely,

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
89-0038-695

**P.S. Did you know . . . Electronic payments are available!**

To sign up for electronic payments, please go to **foremostpayonline.com**. You may choose to have us automatically withdraw your premium payments electronically from your designated account as they come due, or go to **foremostpayonline.com** to see your bill and make a payment. As always, simply call our billing service at 1-800-532-4221 with questions about your bill.

**Need to report a claim?** The Claims Contact Center is available to take your call 24 hours a day, seven days a week at 1-800-527-3907, or you may report a claim online at **Foremost.com**.

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The following disclosure is required by regulation of the U.S. Treasury Department.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

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## Important Notice About Your Deductible(s)

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount(s) of a deductible(s) to change.

Your policy does contain a provision which may indirectly cause the exact dollar amount(s) of your deductible(s) to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate Amounts of Insurance for Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property. To help you do that we may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the new Amounts of Insurance you may do so by contacting your insurance representative.

Adjustments to your Dwelling Amount of Insurance may change the exact dollar amount of your deductible(s) as follows:

1. Your deductible is calculated by multiplying your Dwelling Amount of Insurance by the percentage deductible you selected, subject to a minimum deductible of \$1,000.
2. If your policy includes a separate Tropical Cyclone Deductible, this deductible will be 2% of the Dwelling Amount of Insurance shown on the Declarations Page, subject to a minimum of \$1,000.
3. If you purchase Earthquake coverage, the Earthquake Coverage endorsement specifies that each earthquake loss is subject to a deductible, which is the greater of 10% of the Amount of Insurance shown on the Declarations Page for the coverage or \$1,000. Earthquake deductibles are applied to the lesser of the loss for each coverage or the Amount of Insurance for each coverage.

An increase in your Dwelling Amount of Insurance may increase the exact amount of any of those deductibles because they could be assessed as a percentage of your Amount of Insurance. Your Deductibles can be found on your Declarations Page. An explanation of your deductible can be found on Page 20 of your policy. If included, your Tropical Cyclone Deductible is explained in Endorsement 10319. Your Earthquake Deductible is explained in either Endorsement 7311 or 7312 if you purchased Earthquake Coverage.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your trust and confidence.

## Important Notice Regarding Flood Coverage

We are required to provide the following notification to you since your insurance policy does not provide coverage against loss caused by flooding.

Flood Insurance: You may also need to consider the purchase of flood insurance. Your policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase flood insurance coverage with your insurance agent or insurance company, or visit [www.floodsmart.gov](http://www.floodsmart.gov).

741865 07/19

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**FARMERS**  
INSURANCE

Underwritten by: **FOREMOST LLOYDS OF TEXAS**  
Administrative Office: P.O. Box 2450  
Grand Rapids, Michigan 49501

**RENEWAL  
DECLARATIONS PAGE  
FOREMOST LLOYDS OF TEXAS  
TEXAS DWELLING POLICY - FORM 3**

**POLICY NUMBER:** 381-5012368551-02

**RENEWAL OF:** 381-5012368551-01

**POLICY PERIOD EFFECTIVE DATE:** 06/01/24 **EXPIRATION DATE:** 06/01/25 **AT** 12:01 A.M. STANDARD TIME  
**AT THE LOCATION OF DESCRIBED PROPERTY**

**YOU AS NAMED INSURED/MAILING ADDRESS**

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**AGENT'S NAME, ADDRESS, AND PHONE NUMBER**

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

**AGENCY CODE:**  
890038695

**TELEPHONE:**  
(817) 567-8025

**LOCATION # 1**

**IMPORTANT RATING INFORMATION**

**LOCATION OF PROPERTY:** 610 CHRISTAN CT  
ROCKWALL TX 75087-3232

<b>CONSTRUCTION:</b> MASONRY VENEER	<b>TERRITORY:</b> N	<b>YR. BUILT:</b> 2008
<b>FAMILIES:</b> 1	<b>PROT. CLASS:</b> 2	<b>FORM:</b> TDP3
<b>OCCUPANCY:</b> VACATION & SHORT TER	<b>RESP. FIRE DEPT.:</b> ROCKWALL FS 1	<b>KEY RATE:</b>
<b>HYDRANT:</b> WITHIN 1,000 FEET	<b>COUNTY:</b> ROCKWALL	<b>CITY LIMIT:</b>
<b>FIRE DEPT.:</b> WITHIN 5 MILES		

**MORTGAGEE #1**

**LOAN NO.:** CC2023050233  
PLANET HOME LENDING LLC  
ISAOA / ATIMA  
PO BOX 5023  
TROY MI 48007-5023

**COVERAGES**

	LIMIT OF LIABILITY
COVERAGE A. DWELLING	\$ 506,224
OTHER STRUCTURES	\$ 50,622
COVERAGE B. PERSONAL PROPERTY	\$ 10,000
PERSONAL PROPERTY OFF PREMISES	\$ 1,000

**PERILS INSURED AGAINST**

	NORMAL	F.R.%	ACTUAL	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
DESCRIBED DWELLING - FIRE AND LIGHTNING	\$	\$			
			\$		2,011.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		4,032.00
ALL OTHER RISK OF PHYSICAL LOSS EXCEPT LOSSES EXCLUDED IN GENERAL EXCLUSIONS				\$	997.00
<hr/>					
PERSONAL PROPERTY - FIRE AND LIGHTNING	\$	\$			
			\$		30.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		23.00
COLLAPSE OF BUILDING, FALLING OBJECTS, FREEZING OF HOUSEHOLD APPLIANCES, VANDALISM AND MALICIOUS MISCHIEF.				\$	6.00

**ENDORSEMENT NUMBER AND TITLE ATTACHED TO POLICY**

	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11309 08/23 AMEND END W/15YR REPL LIMIT ON ROOF			INCLUDED
11391 03/13 TEXAS DWELLING POLICY - FORM 3			INCLUDED
10325 03/21 WATER DAMAGE COVERAGE LIMIT	\$ 50,000		\$ 175.00
10116 09/00 TDP-009 RESIDENCE GLASS			\$ 15.00

**DEDUCTIBLES (SECTION I ONLY)**

	AMOUNT OF DEDUCTIBLE
DEDUCTIBLE - ALL OTHER	\$5,062

**DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1**

	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
CLAIMS FREE	\$	-86.00
MASONRY	\$	-428.00
MULTI-POLICY	\$	-428.00
MULTIPLE PROPERTIES	\$	-855.00
TENANT SCREENING	\$	-171.00

<b>TOTAL ANNUAL POLICY PREMIUM</b>	<b>\$ 5,150.00</b>
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**OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY**

Processed: April 2, 2024

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## Important Notice About Your Deductible

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount of a deductible to change.

Your policy does contain a provision which may cause the exact dollar amount of your deductible to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate Limits of Liability on your Dwelling, Other Structures and Personal Property. To help you do that we may, but are not obligated to, adjust your policy Limits of Liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Limits of Liability. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Limits of Liability.

If you want to change the new Limits of Liability, you may do so by contacting your insurance representative.

Changes to your Dwelling Limit of Liability may change the exact dollar amount of your deductible as follows:

1. Your deductible is calculated by multiplying your Dwelling Limit of Liability by the percentage deductible you selected, subject to a minimum deductible of \$1,000. When your Limit of Liability increases, the exact amount of your deductible will increase.
2. If your dwelling is located in one of the following counties, your policy may contain a Tropical Cyclone Deductible.

Bee	Goliad	Hidalgo	Liberty	Wharton
Brooks	Hardin	Jackson	Orange	
Fort Bend	Harris	Jim Wells	Victoria	

A change to your Dwelling Limit of Liability may affect the exact amount of your deductible because that deductible could be assessed as a percentage of your Limit of Liability. Your Deductible can be found on Page 2 of your Declarations Page. An explanation of your deductible can be found on Page 6 of your policy or in Endorsement 10318, if your home is located in one of the counties listed above.

3. If your Declarations Page indicates you purchased a TDP3 policy, then Endorsement 11309 includes a Vacancy Condition. During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the Limit of Liability shown on the Declarations Page for Coverage A (Dwelling) and Coverage B (Personal Property) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy. When the terms of the Vacancy Condition are met, your deductible will also be reduced by 60%, subject to a minimum deductible of \$1,000.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your business.

# AMENDATORY ENDORSEMENT WITH FIFTEEN YEAR OLD OR OLDER ROOF COVERING LIMIT

(For use with Texas Dwelling Policy Form 3)

11309 08/23

This endorsement changes your policy. Please read this document carefully and keep it with your policy.

## DEFINITIONS

The following definitions are added:

"Business" means any full or part-time trade, profession or occupation engaged in for economic gain.

But business does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

"Remediation" means to treat, contain, remove, or dispose of mold, fungi or other microbes beyond that which is required to repair or replace the covered property physically damaged by water or steam.

"Remediation" includes any testing to detect, measure or evaluate mold, fungi, or other microbes and any decontamination of the dwelling on the described location or property.

"Roof covering" means the roofing material exposed to the weather and the underlayments applied for moisture protection. "Roof covering" includes but is not limited to vents, flashings, caps, turbines and piping.

"Vacant" means the absence of most of the furniture and other items needed for human occupancy as a dwelling.

"Unoccupied" means not being used as a dwelling. Any dwelling structure with no permanent resident is unoccupied even if it is fully furnished. While the permanent resident is temporarily absent from the dwelling, the dwelling will not be unoccupied.

## GENERAL EXCLUSIONS

Exclusion m. is changed to read:

### m. **Mold, Fungi, Bacteria or Other Microbes, or Wet or Dry Rot.**

- (1) We do not cover loss caused by or resulting from mold, fungi, bacteria or other microbes, or wet or dry rot, including:
  - (a) the cost for remediation for mold, fungi, bacteria or other microbes, or wet or dry rot; or
  - (b) any increase in expenses for Loss of Use and/or Debris Removal due to remediation for mold, fungi, bacteria or other microbes, or wet or dry rot.
- (2) The physical presence of mold, fungi, bacteria or other microbes, or wet or dry rot on that portion of covered property which must otherwise be repaired or replaced because of direct physical loss caused by any insured peril shall not result in the exclusion of such loss if it is otherwise covered under this policy.

The following exclusions are added:

- n. We do not cover loss caused by any business activity being conducted with or without your knowledge by any of you or any resident of the dwelling on the described location.
- o. We do not cover loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.

**DEDUCTIBLE** is changed to read:

**DEDUCTIBLE.** No deductible will be applied to COVERAGE A (DWELLING) in the event of a total loss unless stated otherwise in this policy.

No deductible will be applied to fire or lightning Losses unless stated otherwise in this policy.

All other losses insured by Coverage A (DWELLING) or Coverage B (PERSONAL PROPERTY) will be subject to the greater of \$1,000 or the deductible shown on the DECLARATIONS PAGE, unless stated otherwise in your policy.

## CONDITIONS

**6. Loss Settlement** is changed to read:

### 6. **Loss Settlement.** Property losses are settled:

#### **Dwelling Total Loss Payment Method**

A total loss occurs when your dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the limit of liability shown on the DECLARATIONS PAGE for COVERAGE A (DWELLING).

No deductible will be applied to a total loss to your dwelling unless stated otherwise in your policy.

#### **All Other Loss Payment Method**

- a. When an insured peril causes a loss, your loss to roof covering fifteen years old or older, personal property, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:
  - (1) the actual cash value at the time of loss determined with proper deduction for depreciation;
  - (2) the cost to repair or replace the damaged property with material of like kind and quality less deduction for depreciation; or
  - (3) the limit of liability shown on the Declarations Page.

b. When an insured peril causes a loss, your loss to dwelling and other structure(s) under Coverage A (Dwelling), except roof covering fifteen years old or older, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:

(1) If, at the time of loss, the Coverage A (DWELLING) limit of liability is 80% or more of the full replacement cost of the dwelling, we will pay the repair or replacement cost of the damaged building structure(s), without deduction for depreciation.

(2) If, at the time of loss, the Coverage A (DWELLING) limit of liability is less than 80% of the full replacement cost of the dwelling, we will pay only a proportionate share of the full replacement cost of the damaged building structure(s). Our share is equal to:

$$\text{Replacement Cost of the Loss} \times \frac{\text{Coverage A (DWELLING) limit of liability}}{80\% \text{ of Replacement Cost of the Dwelling}}$$

(3) If, at the time of loss, the actual cash value of the damaged building structure(s) is greater than the replacement cost determined under (1) or (2) above, we will pay the actual cash value up to the applicable limit of liability.

In determining the amount of insurance required to equal 80% of the full replacement cost of the dwelling, do not include the value of excavations, underground pipes, and wiring and foundations which are below the surface of the ground.

We will pay only the actual cash value of the damaged building structure(s) until repair or replacement is completed. Repair or replacement must be completed within 365 days after loss unless you request in writing that this time limit be extended for an additional 180 days. Upon completion of repairs or replacement, we will pay the additional amount claimed under replacement cost coverage, but our payment will not exceed the smallest of the following:

(1) the limit of liability under this policy applicable to the damaged or destroyed building structure(s);

(2) the cost to repair or replace that part of the building structure(s) damaged, with material of like kind and quality and for the same use and occupancy on the same premises; or

(3) the amount actually and necessarily spent to repair or replace the damaged building structure(s).

If you provide no verification that your roof covering is less than fifteen years old, your roof covering loss will be determined using 6. **Loss Settlement** a. above.

9. **Appraisal** is deleted and replaced with:

9. **Appraisal.**

a. The following definitions shall apply under this **Appraisal** clause:

(1) "**Claimed loss**" means your claim of direct physical loss or damage to property.

(2) "**Component parts**" of property means each of the constituent parts of the property. By way of example only, if the **claimed loss** is a roof, the component parts of property for a roof might include: the trusses, rafters, decking, underlayment, sheathing, drip edge, shingles, tiles or other outer covering, jack pipes, vents or skylights, and all other individual items or parts.

Each of these individual items or parts would also be "**component parts**" of your dwelling.

(3) "**Incurred property damage**" means the verifiable actual theft of or actual distinct and demonstrable physical injury to or destruction of property.

b. If you or we fail to agree on the actual cash value (including the replacement costs and depreciation/obsolescence) or the **incurred property damage** of your **claimed loss**, either you or we may make a written demand for appraisal. The appraisal shall be made strictly in accord with the terms of this appraisal clause. Neither you nor we may assign the right to demand appraisal, whether before or after loss or damage. Any assignment shall be void.

c. (1) Within 20 days of the receipt of a written demand for appraisal, you and we each shall:

- i. appoint a qualified individual person as an appraiser; and
- ii. notify the other in writing of the appraiser's name and contact information.

(2) In order for a person to be qualified to act as an appraiser, the person must be competent, independent, neutral and impartial. A person:

- i. who has performed, or who is employed by any entity which has performed any work, or a person who has provided any service for either you or us in relation to any **claimed loss** under this policy, whether or not such work or service has been or will be paid; or
- ii. who has performed or may perform, or who is employed by an entity which has performed or may perform repairs or replacement of your property;

shall not be qualified to serve as an appraiser.

(3) Upon acceptance of the appointment, each appraiser shall within 5 days disclose in writing to you and to us any known facts which a reasonable person may consider to affect independence, neutrality or impartiality of the appraiser, including without limitation:

- i. any financial or personal interest in the outcome of the appraisal; and
- ii. any current or previous relationship with you or us, or your or our counsel, other representative(s) or experts, or with the other appraiser.

d. You and we may provide the appraisers with estimates, expert opinions, appraisal forms or any information you or we believe to be relevant to the appraisal. Any such documents and information must also be provided to the other party. However, no civil discovery shall be conducted by either the appraisers, any umpire, or you or us during or for the preparation of the appraisal, and no court reporter shall be used. The rules of civil procedure and the rules of evidence shall not apply to the appraisal process, and no hearing shall be conducted by the appraisers at which either you or we provide any evidence pertaining to your **claimed loss**.

e. (1) The appraisers shall determine the **incurred property damage**, if any, to each of the **component parts** of that property for which you have **claimed loss**, and the actual cash value of the **incurred property damage**, as of date of the loss. In determining the actual cash value of the **incurred property damage**, the appraisers shall only use reasonable costs of materials of like kind and quality unless the policy expressly provides otherwise.

(2) The appraisal shall separately state and itemize the following for each individual **component part** of the **incurred property damage**:

- i. a description of each **component part** of the property;
- ii. a description of the distinct and demonstrable physical injury to or destruction of each **component part**, if any, without reference to what caused the damage;
- iii. a description of the reasonably necessary repairs or replacements for each **component part** of property;
- iv. the estimated costs of the reasonably necessary repairs or replacement(s) to each **component part** of property;

v. the estimated amount of proper depreciation and/or obsolescence to each **component part** of property; and

vi. the actual cash value of the **incurred property damage**.

Evidence of the reasonableness of the costs, and evidence that the materials are of like kind and quality, if the policy loss settlement requires like kind and quality settlement, shall also be included with the appraisal. As appropriate, the foregoing shall also apply to theft.

(3) The appraisers may consider and provide you and us with a separate statement of the estimated cost(s) for any repairs or replacements which may be required by building ordinances or laws, but the appraisers may not determine whether such amounts are covered under this insurance policy.

(4) The appraisers shall submit their written appraisal in accord with this part e., to both you and to us, and the amounts agreed upon by the appraisers will be the **incurred property damage** and the actual cash value (including the replacement costs and depreciation/obsolescence) of the **incurred property damage** to each **component part** of property for which you have **claimed loss**.

(5) The appraisers are not authorized to, and shall not decide the cause, or causes, of your **claimed loss** or any **incurred property damage**.

(6) The appraisers are not authorized to decide whether any **incurred property damage** is covered under this insurance policy.

f. (1) If the appraisers cannot agree on the **incurred property damage** or the actual cash value of the **incurred property damage**, you must notify us that you have selected an umpire within 10 days of receiving notice that an umpire is needed. Notice can be provided through your appraiser. If you do not select an umpire within the 10 day period, we will contact the firm below to select an umpire. Regardless of who makes the selection, we will then contact the firm below, pay any applicable administrative fee to engage the umpire, and provide the firm with contact information for both appraisers, the name of the insured, and the location of the property involved in the claim.

American Arbitration Association (AAA)  
Case Filing Services  
Attn: Foremost Texas Appraisal  
1101 Laurel Oak Road Ste 100  
Voorhees, New Jersey 08043  
Email: casefiling@adr.org (with subject matter  
as "Foremost Texas Appraisal")

- (2) Only if AAA advises you and us in writing that it cannot appoint an umpire may we then jointly request a judge of a district court in the judicial district where the **residence premises** is located to select an umpire. A judge of a district court does not include a commissioner or a judge of a county court at law, of a justice court, a municipal court, a probate court, or of a commissioner's court.
- (3) In order for a person to be qualified to act as an umpire under this appraisal clause, such person must be qualified and meet the conditions as required at part c.(2).
- (4) Upon the appointment of an umpire by AAA, or a district judge, the umpire shall within 5 days disclose in writing to you and to us the information required at part c.(3).
- (5) Within 20 days of a qualified umpire being appointed, each of the appraisers shall then submit to the umpire, and to both you and us, their appraisals. Their appraisals shall contain all of the information required in part e. above, and shall identify each specific matter upon which they disagree and explain in detail why they disagree. Both appraisers and the umpire shall then together meet and confer. The umpire shall then prepare an appraisal. A written appraisal in conformance with and setting forth all the information required in part e. above, agreed upon and signed by the umpire and either one of the two appraisers will determine the **incurred property damage** and the actual cash value of the **incurred property damage** of your **claimed loss**.
- (6) If a vacancy should occur regarding the umpire, the vacancy shall be filled in accord with the foregoing process by which the vacating umpire was appointed. Any appointed umpire is subject to (3) and (4) of this part f.
- g. Each party will pay the costs of the appraiser it chooses. The costs of the umpire and all other expenses of the appraisal will be shared and paid equally by you and us. If AAA appoints the umpire, we will pay AAA's costs.
- h. The appraisal shall not:
  - (1) determine whether your **claimed loss** or any **incurred property damage**, or any part thereof, is covered under this insurance policy;

- (2) determine the cause or causes of the **claimed loss** or any **incurred property damage**;
- (3) make any factual finding which directly or indirectly determines whether your **claimed loss** or **incurred property damage**, or any part thereof, is covered under this insurance policy.
- (4) interpret this insurance policy;
- (5) award or determine any interest or penalties;
- (6) award any amount for matching property which has not sustained **incurred property damage** with property that has sustained **incurred property damage**;
- (7) determine loss settlement under a loss settlement provision of this policy; or
- (8) be considered to be adjustment of your **claimed loss**.
- i. Any demand for appraisal must be made within the contractual suit limitations period stated in this policy. After that time neither you nor we may demand an appraisal.
- j. If you or we timely demand an appraisal, then upon request made by either you or us for abatement of any suit for or involving the **claimed loss**, the suit shall be abated until after an appraisal award is made in accord with this appraisal clause.
- k. Even after an appraisal award, we retain the right to deny any **claimed loss** or **incurred property damage**, or any part thereof.

**17. Vacancy** is changed to read:

**Vacancy.** During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the limit of liability shown on the Declarations Page for Coverage A (DWELLING) and Coverage B (PERSONAL PROPERTY) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy.

**22. Refusal to Renew.** is changed to read:

**22. Refusal to Renew.**

- a. We may not refuse to renew this policy because of claims for losses resulting from natural causes.
- b. We may not refuse to renew this policy solely because you are an elected official.
- c. We may refuse to renew this policy if you have filed three or more claims under the policy in any three year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing, that if you file a third claim during the three year period, we may refuse to renew this policy by providing you proper notice of our refusal to renew as provided in d. below. If we do not notify you after the second claim, we may not refuse to renew this policy because of losses. A claim does not include a claim that is filed but is not paid or payable under the policy.

- d. If we refuse to renew this policy, we must deliver to you, or mail to you at your mailing address shown on the declarations page and any mortgagee named in the declarations page, written notice of refusal to renew no later than the 60th day before the date in which this policy expires. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision to refuse renewal, you may require us to renew the policy.

The following condition is added:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate limits of liability on your dwelling, other structures and personal property. But to help you do that we may, but are not obligated to, adjust your policy limits of liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new limits of liability. Payment of your renewal is all that is necessary to indicate your acceptance of the new limits of liability.

If you want to change the new limits of liability you may do so by contacting your insurance representative.

**Service of Process**

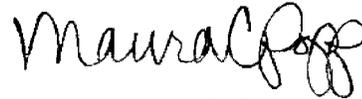
The address under Service of Process is changed to 15700 Long Vista Drive, Austin, Texas 78728.

The following provision is changed to read:

In witness whereof, the attorney-in-fact has executed this policy in Austin, Texas, binding the underwriters at Foremost Lloyds of Texas.



Michael J. Cok  
President



Maura C. Popp  
Secretary

COPY

\_\_\_\_\_  
\_\_\_\_\_

## Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

### Information We Collect

We may collect the following categories of personal information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
<b>Personal Identifiers</b>	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature
<b>Personal Characteristics</b>	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
<b>Commercial Information</b>	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
<b>Biometric Information</b>	Voice print, photo.
<b>Internet or Network activity</b>	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
<b>Geolocation</b>	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
<b>Audio, electronic, visual, olfactory</b>	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
<b>Professional information and Employment information/Education Information</b>	Job titles, work history, school attended, employment status, veteran, or military status.
<b>Education Information</b>	Job titles, work history, school attended, marital and family status, e-mail, telephone recordings.
<b>Inferences</b>	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
<b>Sensitive Personal Information</b>	Social security number, driver's license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.

### Purposes for Collection of Personal Information

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To provide a location-based product or service requested by you;
- To apply relevant discounts;

- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums, and payment history;
- Information from your visits to the websites we operate, use of our mobile sites, applications, use of our social media sites, and interaction with our online advertisements; and
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information and insurance claims history; and
- If you obtain a life, long-term or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

#### **How Long Do You Retain My Information**

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

#### **How We Protect Your Information**

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

#### **Information We Disclose**

We do not disclose any nonpublic personal information about you as our customer or former customer, except as described in this notice. We may disclose the nonpublic personal information we collect about you, as described above to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, all as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Foremost or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information: (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization; and (3) otherwise as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

#### **Sharing Information with Affiliates**

We will not disclose nonpublic personal information, as described above in **Information We Collect**, except with affiliates of Foremost as permitted by law including:

- Financial service providers, such as insurance companies and reciprocals, investment companies, underwriters, brokers/dealers; and

- Non-financial service providers, such as data processors, billing companies, and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transaction and experience information with you. We will not share with our affiliates information we receive from a credit reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history.

**Under the California Consumer Privacy Act ("CCPA"), California residents have the right to opt out of the sale of personal information to certain third parties.** Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form.

### **Modifications to our Privacy Policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties as permitted by law. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out or, if applicable, to opt-in.

### **Website and Mobile Privacy Policy**

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

### **Recipients of this Notice**

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

### **Affiliates**

The following is a list of some but not all of our affiliates: Farmers Insurance Group of Companies including Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, and Mid-Century Insurance Company, Bristol West Insurance Group including Bristol West Casualty Insurance Company, Bristol West Insurance Company, Bristol West Preferred Insurance Company, Coast National Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), and 21st Century Insurance & Financial Services including 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century National Insurance Company, 21st Century Premier Insurance Company, and 21st Century Security Insurance Company, Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

### **More Information about the Federal Laws?**

This notice is required by federal law. For more information, please contact us.

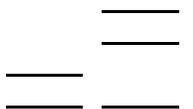
### **Any Questions?**

Please visit our website at [www.foremost.com](http://www.foremost.com).

Signed:           Foremost Insurance Company Grand Rapids, Michigan  
                      Foremost Signature Insurance Company  
                      Foremost Property and Casualty Insurance Company  
                      Foremost County Mutual Insurance Company  
                      Foremost Lloyds of Texas

The above is a list of the Foremost companies on whose behalf this notice is being sent.

COPY



A - 2 Car Garage

B - 5 car driveway

C - 2 car paver parking

610

A

B

C

N Lakeshore Dr

Christman Ct

Christman Ct

608



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

### PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

### SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

### ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

### OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

#### NOTES:

<sup>1</sup>: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

<sup>2</sup>: A **\$1,000.00** FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 610 Christan Ct. Rockwall, TX 75087

SUBDIVISION North Shore PH 2B

LOT

2

BLOCK

1

GENERAL LOCATION Off Route 66

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING SF-10

CURRENT USE A1 (Long term rental)

PROPOSED ZONING SF-10

PROPOSED USE Short term rental

ACREAGE .25

LOTS [CURRENT] 2

LOTS [PROPOSED] 2

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER Brookhaven Media

APPLICANT

CONTACT PERSON Scott Popescu

CONTACT PERSON

ADDRESS 4153 Panther Ridge Ln

ADDRESS

CITY, STATE & ZIP Plano, Texas 75074

CITY, STATE & ZIP

PHONE 469-993-8222

PHONE

E-MAIL scott@brookhavenmedia.com

E-MAIL

## NOTARY VERIFICATION [REQUIRED]

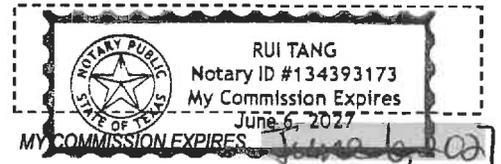
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Scott J. Popescu [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 16 DAY OF August, 2024 BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16th DAY OF August, 2024

OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





Z2024-039: Specific Use Permit (SUP) for a Short Term Rental at 610 Christian Court

Case Location Map = 



# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75087  
 (P): (972) 771-7745  
 (W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

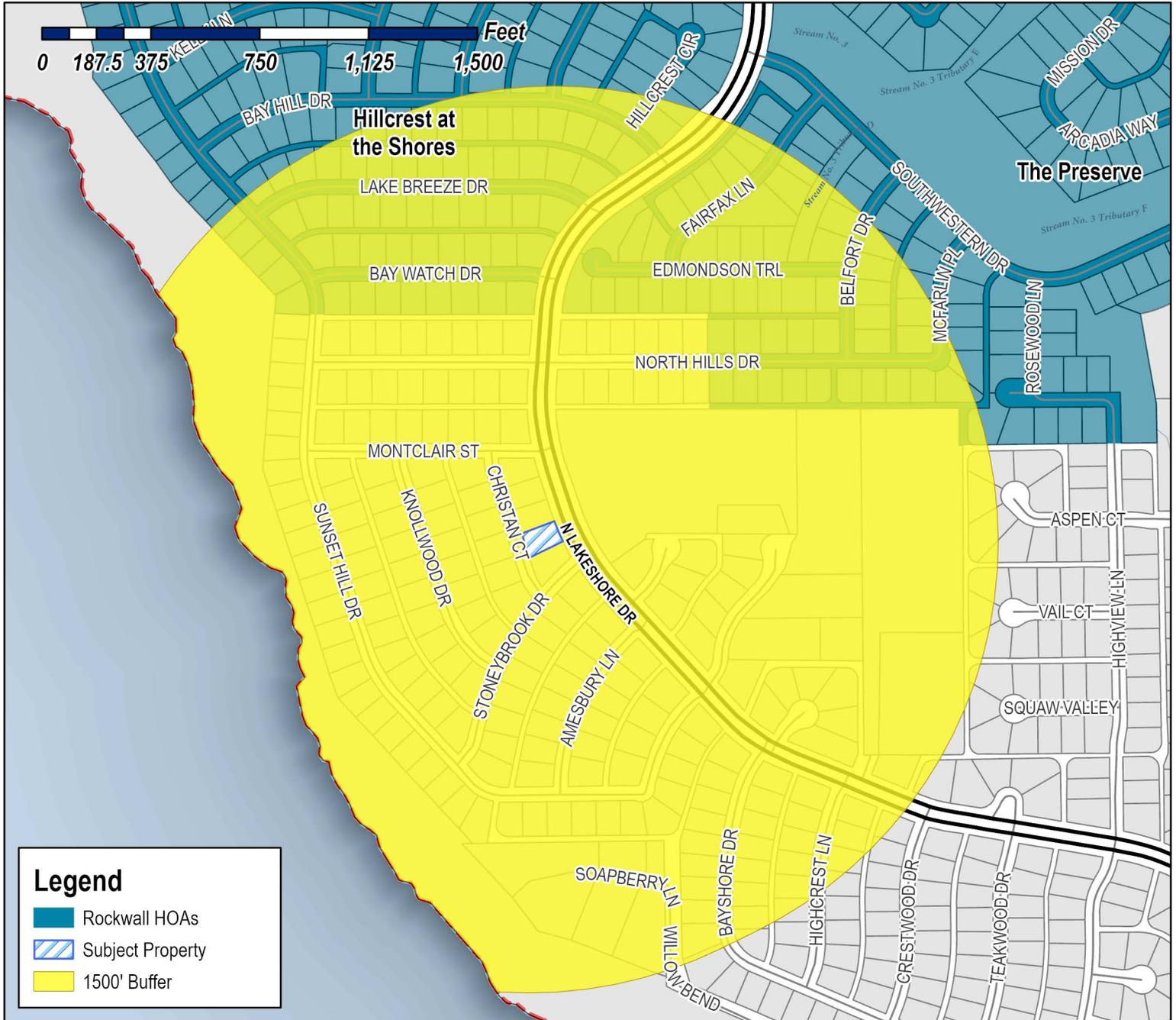




# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
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**Case Number:** Z2024-024  
**Case Name:** SUP for a Short Term Rental  
**Case Type:** Zoning  
**Zoning:** Single-Family 10 (SF-10) District  
**Case Address:** 610 Christian Court



**Date Saved:** 8/16/2024

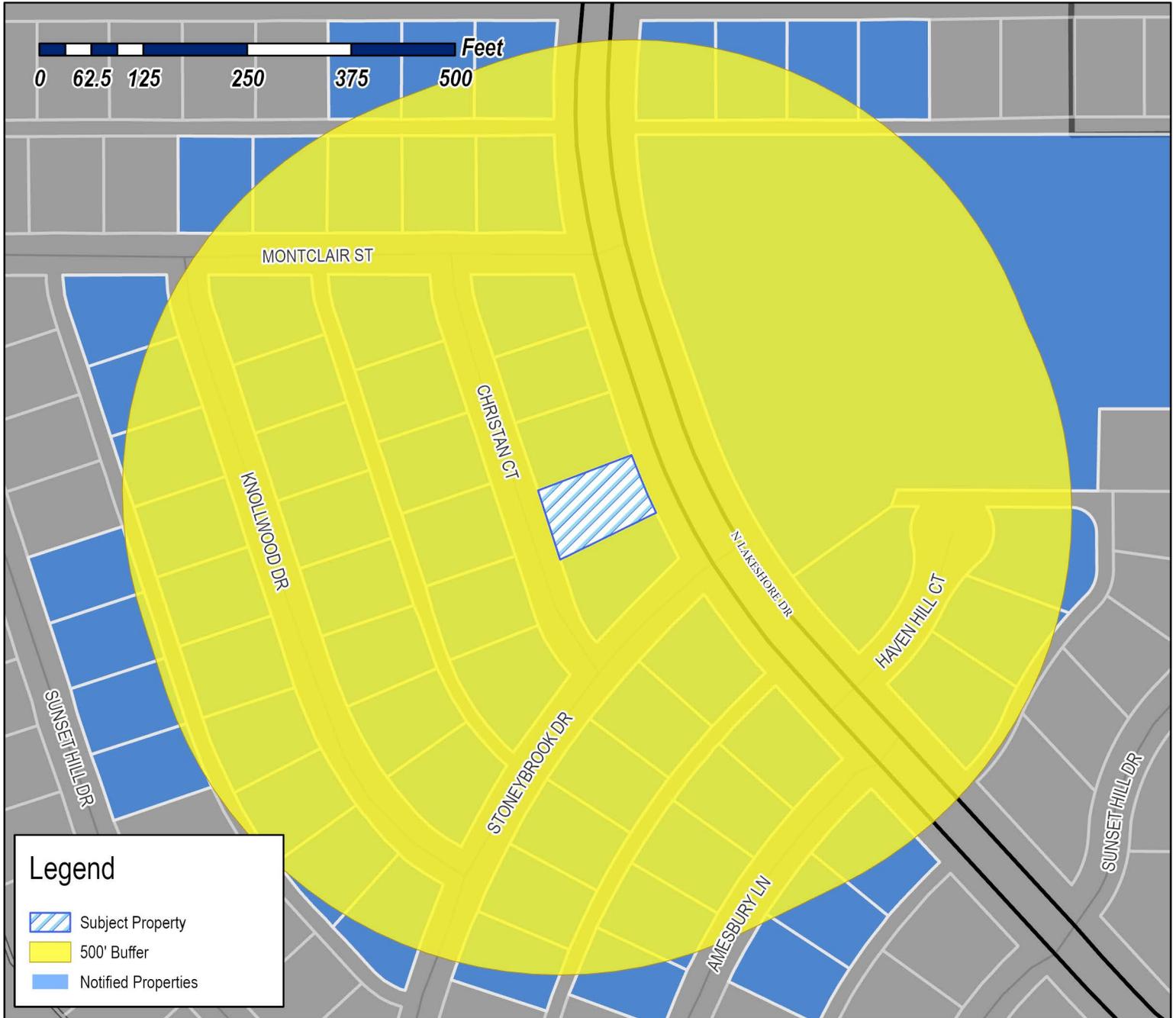
For Questions on this Case Call (972) 771-7745



# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
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**Case Number:** Z2024-039  
**Case Name:** SUP for a Short Term Rental  
**Case Type:** Zoning  
**Zoning:** Single-Family 10 (SF-10) District  
**Case Address:** 610 Christan Court

**Date Saved:** 8/16/2024

For Questions on this Case Call: (972) 771-7745



SRP SUB, LLC  
1131 W WARNER RD STE 102  
SCOTTSDALE, AZ 85284

STILES LAURA S  
15 BREEZY KNOLL LN  
LAKE ST LOUIS, MO 63367

FRAGA JAVIER SANTOS  
1593 NORTH HILLS DR  
ROCKWALL, TX 75087

GONZALES JAMES E & DEENA L  
1595 HAVEN HILL CT  
ROCKWALL, TX 75087

MURAKHOVSKY VLADISLAV AND YANA  
1595 N HILLS DRIVE  
ROCKWALL, TX 75087

LANGFORD DAVID NEIL AND MELANIE HILBERT  
1597 HAVEN HILL COURT  
ROCKWALL, TX 75087

SHEEHAN JAMES C & JULIA  
1597 N HILLS DR  
ROCKWALL, TX 75087

VILLAPANDO ANTONIO & MARIA  
1599 HAVEN HILL CT  
ROCKWALL, TX 75087

WU MEIKI & KING CHUNG TSO  
1599 N HILLS DR  
ROCKWALL, TX 75087

JONES JOHNNY DEWAYNE & MARTHA A  
1600 N LAKESHORE DRIVE  
ROCKWALL, TX 75087

ONCEBAY EDSON DANIEL & JENNIFER B  
BAZZETTI BARRIENTOS  
1601 N HILLS DR  
ROCKWALL, TX 75087

HERNANDEZ SAMUEL  
1601 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

ORTIZ ADELLA J  
1602 AMESBURY LN  
ROCKWALL, TX 75087

SAMPSON DEAN & BARBARA KELLUM  
1602 MONTCLAIR DR  
ROCKWALL, TX 75087

CONFIDENTIAL  
1603 NORTH HILLS DRIVE  
ROCKWALL, TX 75087

SAENZ DIANA GONZALEZ  
1603 STONEYBROOK DR  
ROCKWALL, TX 75087

HAMMILL JOHN AND LISA  
1604 AMESBURY LANE  
ROCKWALL, TX 75087

PHILIPS PAUL AND PATRA M  
1604 MONTCLAIR ST  
ROCKWALL, TX 75087

SULLIVAN JESSICA AND KEVIN  
1605 AMESBURY LN  
ROCKWALL, TX 75087

CLARK LUTHER A ETUX  
1605 N HILLS DR  
ROCKWALL, TX 75087

FLORES AMIE ELAINE AND BALDEMAR SOSA  
1605 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

POWERS LISA A AND ROBERT H  
1606 AMESBURY LN  
ROCKWALL, TX 75087

JISTEL MICHAEL & SABRA  
1606 MONTCLAIR DR  
ROCKWALL, TX 75087

BOUK JOSHUA  
1607 AMESBURY LN  
ROCKWALL, TX 75087

SHIELDS CHARLENE  
1607 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

BURTON DAVID A & MARY KAY  
1608 AMESBURY LN  
ROCKWALL, TX 75087

BOULLION PAMELA S TOPPER  
1608 MONTCLAIR DR  
ROCKWALL, TX 75087

ADAMS BRAD AND KASHA  
1609 AMESBURY  
ROCKWALL, TX 75087

CASE DAVID L ETUX  
1609 STONEYBROOK DR  
ROCKWALL, TX 75087

TUCKER EARL W & MELINDA K  
1610 AMESBURY LN  
ROCKWALL, TX 75087

TOCHKOV KIRIL AND KARIN  
1610 MONTCLAIR DR  
ROCKWALL, TX 75087

SARVER WANDA & DONALD  
1611 STONEYBROOK DR  
ROCKWALL, TX 75087

RESIDENT  
1616 NORTH LAKESHORE DR  
ROCKWALL, TX 75087

ST BENEDICT ANGLICAN CHURCH-REFORMED  
EPISCOPAL  
304 GLENN AVENUE  
ROCKWALL, TX 75087

BROOKHAVEN MEDIA, LLC  
5909 HUDSON ST  
DALLAS, TX 75206

PUSKARICH THOMAS & EMILY  
607 CHRISTAN CT  
ROCKWALL, TX 75087

GLADNEY CATHERINE DIANE SELBY  
607 KNOLLWOOD DR  
ROCKWALL, TX 75087

GLENN W GOODRICH JR & KELLYE JAYE  
CRAWFORD REVOCABLE TRUST  
GLENN W GOODRICH JR & KELLYE JAYE  
CRAWFORD - TRUSTEES  
608 CHRISTAN CT  
ROCKWALL, TX 75087

GALLOWAY PRESTON AND BRITTANY  
609 CHRISTAN COURT  
ROCKWALL, TX 75087

MARY ANN OBRIEN REVOCABLE TRUST  
DANIEL F OBRIEN- TRUSTEE  
609 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
610 CHRISTAN CT  
ROCKWALL, TX 75087

TORKELSON KELLY L & STEVEN A  
610 KNOLLWOOD DR  
ROCKWALL, TX 75087

HAWKINS KRISTINA  
611 CHRISTAN CT  
ROCKWALL, TX 75087

GOLDIN MICHAEL & CAROL  
611 KNOLLWOOD DR  
ROCKWALL, TX 75087

STEWART-JOHNSON LOIS DIANNE  
612 CHRISTAN CT  
ROCKWALL, TX 75087

ELLIS TEX W & MONA E  
612 KNOLLWOOD DRIVE  
ROCKWALL, TX 75087

KIDDER CHRISTINA SHEA  
613 CHRISTAN CT  
ROCKWALL, TX 75087

SMITH BARRY & HEIDI  
613 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
614 KNOLLWOOD DR  
ROCKWALL, TX 75087

CARTER KAREN  
614 CHRISTAN COURT  
ROCKWALL, TX 75087

WALKER DIANE C AND MICHAEL W  
615 CHRISTAN CT  
ROCKWALL, TX 75087

COX MATTHEW AND HAYLEY  
615 KNOLLWOOD DRIVE  
ROCKWALL, TX 75087

HARMON ROBERT R & KIMBERLY  
616 CHRISTAN CT  
ROCKWALL, TX 75087

ETTER CHARLES W & LINDA L  
616 KNOLLWOOD DR  
ROCKWALL, TX 75087

GRIFFIN BILLY G AND PATRICIA L  
617 CHRISTAN CT  
ROCKWALL, TX 75087

SAENZ ORLANDO  
617 KNOLLWOOD DR  
ROCKWALL, TX 75087

HAMMONDS MARK & STEPHANIE  
618 KNOLLWOOD DR  
ROCKWALL, TX 75087

DYLONG RONALD C & PAULA S  
618 SUNSET HILL DR  
ROCKWALL, TX 75087

WILLIAMS ELESTER & HATTIE  
619 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
620 SUNSET HILL DR  
ROCKWALL, TX 75087

DEMEYER DANIEL T & ELAINE S  
620 KNOLLWOOD DR  
ROCKWALL, TX 75087

HOSACK ALLEN JAMES ETUX  
621 KNOLLWOOD DR  
ROCKWALL, TX 75087

UPTHEGROVE JOSHUA R  
622 KNOLLWOOD DR  
ROCKWALL, TX 75087

CARABALLO NATALIA TEMBONI  
622 SUNSET HILL DRIVE  
ROCKWALL, TX 75087

RESIDENT  
623 KNOLLWOOD DR  
ROCKWALL, TX 75087

EDWARDS BRYAN K & SUSAN L  
624 KNOLLWOOD DR  
ROCKWALL, TX 75087

CHANDLER WILLIAM E & LISA D  
624 SUNSET HILL DR  
ROCKWALL, TX 75087

AARON DONALD AND  
LAURA SAXON  
625 KNOLLWOOD DR  
ROCKWALL, TX 75087

MITCHELL JAMES B & TEENA L  
6309 GLENWOOD DR  
AMARILLO, TX 79119



# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

RECEIVED BY:

DATE RECEIVED:

STR PERMIT NO.

## ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]

- SP I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.
- SP I acknowledge that if three (3) violations/citations occur in any consecutive 12-month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for 12-months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.
- SP I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.
- SP I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.
- SP I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- as the owner of the subject property -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

## REGISTRATION TYPE

New Registration |  Renewal of an Existing Registration

Was this property being used as a short-term rental prior to April 1, 2024?  Yes |  No

## PROPERTY INFORMATION [PLEASE PRINT]

Address	610 Christan Ct. Rockwall, TX 75087	Zoning	SF-10		
Subdivision	North Shore PH 2B	Lot	2	Block	1
General Location	Off Route 66				

## TYPE OF SHORT-TERM RENTAL

Please indicate the type of short-term rental being permitted and registered:

- SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (*i.e. occupies the primary structure*) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.
- SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*).
- SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM). An apartment or condominium (*or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]*) -- or a portion thereof -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

## PROPERTY OWNER INFORMATION [PLEASE PRINT]

Name	Brookhaven Media	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	Scott@brookhavenmedia.com	Zip Code	75074		

## RESPONSIBLE PARTY [PLEASE PRINT]

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

Same as Property Owner

Name	Scott Popescu	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	scott@brookhavenmedia.com	Zip Code	75074		



# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

## REQUIREMENTS CHECKLIST

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- REGISTRATION FEE.** A \$500.00 application fee payable to the City of Rockwall.
- SITE PLAN.** A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- PICTURES.** Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities.
- COMMERCIAL INSURANCE.** Each *Short-Term Rental* shall be required to have and provide proof of general commercial insurance (*or an equivalent*) coverage of a minimum of \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00.
- DRIVER LICENSE.** A copy of the driver license for the property owner and responsible party.

## GENERAL STANDARDS CHECKLIST

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ADVERTISING.** All advertising for the *Short-Term Rental* -- including online or on a proprietary website, application, or other technology -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- PARKING.** The parking on the subject property currently conforms to the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (*i.e. gravel, pavers, asphalt, or concrete*) and no guest or occupant will park on an unimproved surface (*e.g. grass, vegetation, soil, etc.*).
- EVACUATION PLAN.** [ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR] An evacuation plan showing how to exit the building has been posted on the front door.
- TEMPORARY STRUCTURES.** There are no temporary structures (*i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles*) being utilized as a *Short-Term Rental*.
- TRASH/RUBBISH/SOLID WASTE.** There are enough City approved containers (*i.e. a polycarts or approved garage cans*) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- *bagged or otherwise* -- placed on the ground.
- SIGNAGE.** No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- FIRE EXTINGUISHER.** A standard five (5) pound fire extinguisher (*i.e. 2A:10B:C*) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- SMOKE AND CARBON MONOXIDE DETECTORS.** Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- INGRESS/EGRESS.** All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (*i.e. windows and/or doors*).
- SLEEPING ACCOMMODATIONS.** There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- TENANT NOTIFICATION.** The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [1] the property owner's and/or the *Responsible Party's* contact information and phone number; [2] pertinent information relating to the aforementioned standards (*i.e. the location of the required off-street parking; the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.*); [3] information to assist guests in the case of an emergency (*i.e. emergency and non-emergency telephone numbers for police, fire, and medical services*); and, [4] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

## RESPONSIBLE PARTY'S CERTIFICATION

I hereby certify that I am the *Responsible Party* of the property identified in this application, and that my primary residence is located in Rockwall County. I further understand my responsibilities as the *Responsible Party* as stipulated by Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and consent to have my information posted online. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

RESPONSIBLE PARTY'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

## PROPERTY OWNER'S CERTIFICATION

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

PROPERTY OWNER'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES















**FARMERS**  
INSURANCE

A Policy From  
FOREMOST LLOYDS OF TEXAS

N RB 721530  
381-5012368551

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

42

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**THIS IS NOT A BILL**

COPY

Dear LLC. BROOKHAVEN MEDIA:

Your policy packet is enclosed. Please take a few minutes to read through the enclosed documents. This contract is your assurance of protection in case of an insured loss. Copies of your current policy forms are available upon your request. If you have any questions, please contact us at the address shown above or call us at (817) 567-8025 .

Thank you for choosing us for your insurance. We appreciate the opportunity to provide you coverage.

Sincerely,

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
89-0038-695

**P.S. Did you know . . . Electronic payments are available!**

To sign up for electronic payments, please go to **foremostpayonline.com**. You may choose to have us automatically withdraw your premium payments electronically from your designated account as they come due, or go to **foremostpayonline.com** to see your bill and make a payment. As always, simply call our billing service at 1-800-532-4221 with questions about your bill.

**Need to report a claim?** The Claims Contact Center is available to take your call 24 hours a day, seven days a week at 1-800-527-3907, or you may report a claim online at **Foremost.com**.

COPY

—  
—

— —

The following disclosure is required by regulation of the U.S. Treasury Department.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

© 2020 National Association of Insurance Commissioners

COPY

COPY

## Important Notice About Your Deductible(s)

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount(s) of a deductible(s) to change.

Your policy does contain a provision which may indirectly cause the exact dollar amount(s) of your deductible(s) to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate Amounts of Insurance for Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property. To help you do that we may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the new Amounts of Insurance you may do so by contacting your insurance representative.

Adjustments to your Dwelling Amount of Insurance may change the exact dollar amount of your deductible(s) as follows:

1. Your deductible is calculated by multiplying your Dwelling Amount of Insurance by the percentage deductible you selected, subject to a minimum deductible of \$1,000.
2. If your policy includes a separate Tropical Cyclone Deductible, this deductible will be 2% of the Dwelling Amount of Insurance shown on the Declarations Page, subject to a minimum of \$1,000.
3. If you purchase Earthquake coverage, the Earthquake Coverage endorsement specifies that each earthquake loss is subject to a deductible, which is the greater of 10% of the Amount of Insurance shown on the Declarations Page for the coverage or \$1,000. Earthquake deductibles are applied to the lesser of the loss for each coverage or the Amount of Insurance for each coverage.

An increase in your Dwelling Amount of Insurance may increase the exact amount of any of those deductibles because they could be assessed as a percentage of your Amount of Insurance. Your Deductibles can be found on your Declarations Page. An explanation of your deductible can be found on Page 20 of your policy. If included, your Tropical Cyclone Deductible is explained in Endorsement 10319. Your Earthquake Deductible is explained in either Endorsement 7311 or 7312 if you purchased Earthquake Coverage.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your trust and confidence.

## Important Notice Regarding Flood Coverage

We are required to provide the following notification to you since your insurance policy does not provide coverage against loss caused by flooding.

Flood Insurance: You may also need to consider the purchase of flood insurance. Your policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase flood insurance coverage with your insurance agent or insurance company, or visit [www.floodsmart.gov](http://www.floodsmart.gov).

741865 07/19

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**FARMERS**  
INSURANCE

Underwritten by: **FOREMOST LLOYDS OF TEXAS**  
Administrative Office: P.O. Box 2450  
Grand Rapids, Michigan 49501

**RENEWAL  
DECLARATIONS PAGE  
FOREMOST LLOYDS OF TEXAS  
TEXAS DWELLING POLICY - FORM 3**

**POLICY NUMBER:** 381-5012368551-02

**RENEWAL OF:** 381-5012368551-01

**POLICY PERIOD EFFECTIVE DATE:** 06/01/24 **EXPIRATION DATE:** 06/01/25 **AT** 12:01 A.M. STANDARD TIME  
**AT THE LOCATION OF DESCRIBED PROPERTY**

**YOU AS NAMED INSURED/MAILING ADDRESS**

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**AGENT'S NAME, ADDRESS, AND PHONE NUMBER**

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

**AGENCY CODE:**  
890038695

**TELEPHONE:**  
(817) 567-8025

**LOCATION # 1**

**IMPORTANT RATING INFORMATION**

**LOCATION OF PROPERTY:** 610 CHRISTAN CT  
ROCKWALL TX 75087-3232

<b>CONSTRUCTION:</b> MASONRY VENEER	<b>TERRITORY:</b> N	<b>YR. BUILT:</b> 2008
<b>FAMILIES:</b> 1	<b>PROT. CLASS:</b> 2	<b>FORM:</b> TDP3
<b>OCCUPANCY:</b> VACATION & SHORT TER	<b>RESP. FIRE DEPT.:</b> ROCKWALL FS 1	<b>KEY RATE:</b>
<b>HYDRANT:</b> WITHIN 1,000 FEET	<b>COUNTY:</b> ROCKWALL	<b>CITY LIMIT:</b>
<b>FIRE DEPT.:</b> WITHIN 5 MILES		

**MORTGAGEE #1**

**LOAN NO.:** CC2023050233  
PLANET HOME LENDING LLC  
ISAOA / ATIMA  
PO BOX 5023  
TROY MI 48007-5023

**COVERAGES**

	LIMIT OF LIABILITY
COVERAGE A. DWELLING	\$ 506,224
OTHER STRUCTURES	\$ 50,622
COVERAGE B. PERSONAL PROPERTY	\$ 10,000
PERSONAL PROPERTY OFF PREMISES	\$ 1,000

**PERILS INSURED AGAINST**

	NORMAL	F.R.%	ACTUAL	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
DESCRIBED DWELLING - FIRE AND LIGHTNING	\$	\$			
			\$		2,011.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		4,032.00
ALL OTHER RISK OF PHYSICAL LOSS EXCEPT LOSSES EXCLUDED IN GENERAL EXCLUSIONS				\$	997.00

PERSONAL PROPERTY - FIRE AND LIGHTNING	NORMAL	F.R.%	ACTUAL		
	\$	\$			
			\$		30.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		23.00
COLLAPSE OF BUILDING, FALLING OBJECTS, FREEZING OF HOUSEHOLD APPLIANCES, VANDALISM AND MALICIOUS MISCHIEF.				\$	6.00

**ENDORSEMENT NUMBER AND TITLE ATTACHED TO POLICY**

	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11309 08/23 AMEND END W/15YR REPL LIMIT ON ROOF			INCLUDED
11391 03/13 TEXAS DWELLING POLICY - FORM 3			INCLUDED
10325 03/21 WATER DAMAGE COVERAGE LIMIT	\$ 50,000		\$ 175.00
10116 09/00 TDP-009 RESIDENCE GLASS			\$ 15.00

**DEDUCTIBLES (SECTION I ONLY)**

	AMOUNT OF DEDUCTIBLE
DEDUCTIBLE - ALL OTHER	\$5,062

**DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1**

	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
CLAIMS FREE	\$	-86.00
MASONRY	\$	-428.00
MULTI-POLICY	\$	-428.00
MULTIPLE PROPERTIES	\$	-855.00
TENANT SCREENING	\$	-171.00

LOCAL ALARM

\$ -171.00

<b>TOTAL ANNUAL POLICY PREMIUM</b>	<b>\$ 5,150.00</b>
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**OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY**

Processed: April 2, 2024

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## Important Notice About Your Deductible

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount of a deductible to change.

Your policy does contain a provision which may cause the exact dollar amount of your deductible to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate Limits of Liability on your Dwelling, Other Structures and Personal Property. To help you do that we may, but are not obligated to, adjust your policy Limits of Liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Limits of Liability. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Limits of Liability.

If you want to change the new Limits of Liability, you may do so by contacting your insurance representative.

Changes to your Dwelling Limit of Liability may change the exact dollar amount of your deductible as follows:

1. Your deductible is calculated by multiplying your Dwelling Limit of Liability by the percentage deductible you selected, subject to a minimum deductible of \$1,000. When your Limit of Liability increases, the exact amount of your deductible will increase.
2. If your dwelling is located in one of the following counties, your policy may contain a Tropical Cyclone Deductible.

Bee	Goliad	Hidalgo	Liberty	Wharton
Brooks	Hardin	Jackson	Orange	
Fort Bend	Harris	Jim Wells	Victoria	

A change to your Dwelling Limit of Liability may affect the exact amount of your deductible because that deductible could be assessed as a percentage of your Limit of Liability. Your Deductible can be found on Page 2 of your Declarations Page. An explanation of your deductible can be found on Page 6 of your policy or in Endorsement 10318, if your home is located in one of the counties listed above.

3. If your Declarations Page indicates you purchased a TDP3 policy, then Endorsement 11309 includes a Vacancy Condition. During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the Limit of Liability shown on the Declarations Page for Coverage A (Dwelling) and Coverage B (Personal Property) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy. When the terms of the Vacancy Condition are met, your deductible will also be reduced by 60%, subject to a minimum deductible of \$1,000.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your business.

# AMENDATORY ENDORSEMENT WITH FIFTEEN YEAR OLD OR OLDER ROOF COVERING LIMIT

(For use with Texas Dwelling Policy Form 3)

11309 08/23

This endorsement changes your policy. Please read this document carefully and keep it with your policy.

## DEFINITIONS

The following definitions are added:

"Business" means any full or part-time trade, profession or occupation engaged in for economic gain.

But business does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

"Remediation" means to treat, contain, remove, or dispose of mold, fungi or other microbes beyond that which is required to repair or replace the covered property physically damaged by water or steam.

"Remediation" includes any testing to detect, measure or evaluate mold, fungi, or other microbes and any decontamination of the dwelling on the described location or property.

"Roof covering" means the roofing material exposed to the weather and the underlayments applied for moisture protection. "Roof covering" includes but is not limited to vents, flashings, caps, turbines and piping.

"Vacant" means the absence of most of the furniture and other items needed for human occupancy as a dwelling.

"Unoccupied" means not being used as a dwelling. Any dwelling structure with no permanent resident is unoccupied even if it is fully furnished. While the permanent resident is temporarily absent from the dwelling, the dwelling will not be unoccupied.

## GENERAL EXCLUSIONS

Exclusion m. is changed to read:

### m. **Mold, Fungi, Bacteria or Other Microbes, or Wet or Dry Rot.**

- (1) We do not cover loss caused by or resulting from mold, fungi, bacteria or other microbes, or wet or dry rot, including:
  - (a) the cost for remediation for mold, fungi, bacteria or other microbes, or wet or dry rot; or
  - (b) any increase in expenses for Loss of Use and/or Debris Removal due to remediation for mold, fungi, bacteria or other microbes, or wet or dry rot.
- (2) The physical presence of mold, fungi, bacteria or other microbes, or wet or dry rot on that portion of covered property which must otherwise be repaired or replaced because of direct physical loss caused by any insured peril shall not result in the exclusion of such loss if it is otherwise covered under this policy.

The following exclusions are added:

- n. We do not cover loss caused by any business activity being conducted with or without your knowledge by any of you or any resident of the dwelling on the described location.
- o. We do not cover loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.

**DEDUCTIBLE** is changed to read:

**DEDUCTIBLE.** No deductible will be applied to COVERAGE A (DWELLING) in the event of a total loss unless stated otherwise in this policy.

No deductible will be applied to fire or lightning Losses unless stated otherwise in this policy.

All other losses insured by Coverage A (DWELLING) or Coverage B (PERSONAL PROPERTY) will be subject to the greater of \$1,000 or the deductible shown on the DECLARATIONS PAGE, unless stated otherwise in your policy.

## CONDITIONS

**6. Loss Settlement** is changed to read:

### 6. **Loss Settlement.** Property losses are settled:

#### **Dwelling Total Loss Payment Method**

A total loss occurs when your dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the limit of liability shown on the DECLARATIONS PAGE for COVERAGE A (DWELLING).

No deductible will be applied to a total loss to your dwelling unless stated otherwise in your policy.

#### **All Other Loss Payment Method**

- a. When an insured peril causes a loss, your loss to roof covering fifteen years old or older, personal property, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:
  - (1) the actual cash value at the time of loss determined with proper deduction for depreciation;
  - (2) the cost to repair or replace the damaged property with material of like kind and quality less deduction for depreciation; or
  - (3) the limit of liability shown on the Declarations Page.

b. When an insured peril causes a loss, your loss to dwelling and other structure(s) under Coverage A (Dwelling), except roof covering fifteen years old or older, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:

(1) If, at the time of loss, the Coverage A (DWELLING) limit of liability is 80% or more of the full replacement cost of the dwelling, we will pay the repair or replacement cost of the damaged building structure(s), without deduction for depreciation.

(2) If, at the time of loss, the Coverage A (DWELLING) limit of liability is less than 80% of the full replacement cost of the dwelling, we will pay only a proportionate share of the full replacement cost of the damaged building structure(s). Our share is equal to:

$$\text{Replacement Cost of the Loss} \times \frac{\text{Coverage A (DWELLING) limit of liability}}{80\% \text{ of Replacement Cost of the Dwelling}}$$

(3) If, at the time of loss, the actual cash value of the damaged building structure(s) is greater than the replacement cost determined under (1) or (2) above, we will pay the actual cash value up to the applicable limit of liability.

In determining the amount of insurance required to equal 80% of the full replacement cost of the dwelling, do not include the value of excavations, underground pipes, and wiring and foundations which are below the surface of the ground.

We will pay only the actual cash value of the damaged building structure(s) until repair or replacement is completed. Repair or replacement must be completed within 365 days after loss unless you request in writing that this time limit be extended for an additional 180 days. Upon completion of repairs or replacement, we will pay the additional amount claimed under replacement cost coverage, but our payment will not exceed the smallest of the following:

(1) the limit of liability under this policy applicable to the damaged or destroyed building structure(s);

(2) the cost to repair or replace that part of the building structure(s) damaged, with material of like kind and quality and for the same use and occupancy on the same premises; or

(3) the amount actually and necessarily spent to repair or replace the damaged building structure(s).

If you provide no verification that your roof covering is less than fifteen years old, your roof covering loss will be determined using 6. **Loss Settlement** a. above.

9. **Appraisal** is deleted and replaced with:

9. **Appraisal.**

a. The following definitions shall apply under this **Appraisal** clause:

(1) "**Claimed loss**" means your claim of direct physical loss or damage to property.

(2) "**Component parts**" of property means each of the constituent parts of the property. By way of example only, if the **claimed loss** is a roof, the component parts of property for a roof might include: the trusses, rafters, decking, underlayment, sheathing, drip edge, shingles, tiles or other outer covering, jack pipes, vents or skylights, and all other individual items or parts.

Each of these individual items or parts would also be "**component parts**" of your dwelling.

(3) "**Incurred property damage**" means the verifiable actual theft of or actual distinct and demonstrable physical injury to or destruction of property.

b. If you or we fail to agree on the actual cash value (including the replacement costs and depreciation/obsolescence) or the **incurred property damage** of your **claimed loss**, either you or we may make a written demand for appraisal. The appraisal shall be made strictly in accord with the terms of this appraisal clause. Neither you nor we may assign the right to demand appraisal, whether before or after loss or damage. Any assignment shall be void.

c. (1) Within 20 days of the receipt of a written demand for appraisal, you and we each shall:

- i. appoint a qualified individual person as an appraiser; and
- ii. notify the other in writing of the appraiser's name and contact information.

(2) In order for a person to be qualified to act as an appraiser, the person must be competent, independent, neutral and impartial. A person:

- i. who has performed, or who is employed by any entity which has performed any work, or a person who has provided any service for either you or us in relation to any **claimed loss** under this policy, whether or not such work or service has been or will be paid; or
- ii. who has performed or may perform, or who is employed by an entity which has performed or may perform repairs or replacement of your property;

shall not be qualified to serve as an appraiser.

(3) Upon acceptance of the appointment, each appraiser shall within 5 days disclose in writing to you and to us any known facts which a reasonable person may consider to affect independence, neutrality or impartiality of the appraiser, including without limitation:

- i. any financial or personal interest in the outcome of the appraisal; and
- ii. any current or previous relationship with you or us, or your or our counsel, other representative(s) or experts, or with the other appraiser.

d. You and we may provide the appraisers with estimates, expert opinions, appraisal forms or any information you or we believe to be relevant to the appraisal. Any such documents and information must also be provided to the other party. However, no civil discovery shall be conducted by either the appraisers, any umpire, or you or us during or for the preparation of the appraisal, and no court reporter shall be used. The rules of civil procedure and the rules of evidence shall not apply to the appraisal process, and no hearing shall be conducted by the appraisers at which either you or we provide any evidence pertaining to your **claimed loss**.

e. (1) The appraisers shall determine the **incurred property damage**, if any, to each of the **component parts** of that property for which you have **claimed loss**, and the actual cash value of the **incurred property damage**, as of date of the loss. In determining the actual cash value of the **incurred property damage**, the appraisers shall only use reasonable costs of materials of like kind and quality unless the policy expressly provides otherwise.

(2) The appraisal shall separately state and itemize the following for each individual **component part** of the **incurred property damage**:

- i. a description of each **component part** of the property;
- ii. a description of the distinct and demonstrable physical injury to or destruction of each **component part**, if any, without reference to what caused the damage;
- iii. a description of the reasonably necessary repairs or replacements for each **component part** of property;
- iv. the estimated costs of the reasonably necessary repairs or replacement(s) to each **component part** of property;

v. the estimated amount of proper depreciation and/or obsolescence to each **component part** of property; and

vi. the actual cash value of the **incurred property damage**.

Evidence of the reasonableness of the costs, and evidence that the materials are of like kind and quality, if the policy loss settlement requires like kind and quality settlement, shall also be included with the appraisal. As appropriate, the foregoing shall also apply to theft.

(3) The appraisers may consider and provide you and us with a separate statement of the estimated cost(s) for any repairs or replacements which may be required by building ordinances or laws, but the appraisers may not determine whether such amounts are covered under this insurance policy.

(4) The appraisers shall submit their written appraisal in accord with this part e., to both you and to us, and the amounts agreed upon by the appraisers will be the **incurred property damage** and the actual cash value (including the replacement costs and depreciation/obsolescence) of the **incurred property damage** to each **component part** of property for which you have **claimed loss**.

(5) The appraisers are not authorized to, and shall not decide the cause, or causes, of your **claimed loss** or any **incurred property damage**.

(6) The appraisers are not authorized to decide whether any **incurred property damage** is covered under this insurance policy.

f. (1) If the appraisers cannot agree on the **incurred property damage** or the actual cash value of the **incurred property damage**, you must notify us that you have selected an umpire within 10 days of receiving notice that an umpire is needed. Notice can be provided through your appraiser. If you do not select an umpire within the 10 day period, we will contact the firm below to select an umpire. Regardless of who makes the selection, we will then contact the firm below, pay any applicable administrative fee to engage the umpire, and provide the firm with contact information for both appraisers, the name of the insured, and the location of the property involved in the claim.

American Arbitration Association (AAA)  
Case Filing Services  
Attn: Foremost Texas Appraisal  
1101 Laurel Oak Road Ste 100  
Voorhees, New Jersey 08043  
Email: casefiling@adr.org (with subject matter  
as "Foremost Texas Appraisal")

- (2) Only if AAA advises you and us in writing that it cannot appoint an umpire may we then jointly request a judge of a district court in the judicial district where the **residence premises** is located to select an umpire. A judge of a district court does not include a commissioner or a judge of a county court at law, of a justice court, a municipal court, a probate court, or of a commissioner's court.
- (3) In order for a person to be qualified to act as an umpire under this appraisal clause, such person must be qualified and meet the conditions as required at part c.(2).
- (4) Upon the appointment of an umpire by AAA, or a district judge, the umpire shall within 5 days disclose in writing to you and to us the information required at part c.(3).
- (5) Within 20 days of a qualified umpire being appointed, each of the appraisers shall then submit to the umpire, and to both you and us, their appraisals. Their appraisals shall contain all of the information required in part e. above, and shall identify each specific matter upon which they disagree and explain in detail why they disagree. Both appraisers and the umpire shall then together meet and confer. The umpire shall then prepare an appraisal. A written appraisal in conformance with and setting forth all the information required in part e. above, agreed upon and signed by the umpire and either one of the two appraisers will determine the **incurred property damage** and the actual cash value of the **incurred property damage** of your **claimed loss**.
- (6) If a vacancy should occur regarding the umpire, the vacancy shall be filled in accord with the foregoing process by which the vacating umpire was appointed. Any appointed umpire is subject to (3) and (4) of this part f.
- g. Each party will pay the costs of the appraiser it chooses. The costs of the umpire and all other expenses of the appraisal will be shared and paid equally by you and us. If AAA appoints the umpire, we will pay AAA's costs.
- h. The appraisal shall not:
  - (1) determine whether your **claimed loss** or any **incurred property damage**, or any part thereof, is covered under this insurance policy;

- (2) determine the cause or causes of the **claimed loss** or any **incurred property damage**;
- (3) make any factual finding which directly or indirectly determines whether your **claimed loss** or **incurred property damage**, or any part thereof, is covered under this insurance policy.
- (4) interpret this insurance policy;
- (5) award or determine any interest or penalties;
- (6) award any amount for matching property which has not sustained **incurred property damage** with property that has sustained **incurred property damage**;
- (7) determine loss settlement under a loss settlement provision of this policy; or
- (8) be considered to be adjustment of your **claimed loss**.
- i. Any demand for appraisal must be made within the contractual suit limitations period stated in this policy. After that time neither you nor we may demand an appraisal.
- j. If you or we timely demand an appraisal, then upon request made by either you or us for abatement of any suit for or involving the **claimed loss**, the suit shall be abated until after an appraisal award is made in accord with this appraisal clause.
- k. Even after an appraisal award, we retain the right to deny any **claimed loss** or **incurred property damage**, or any part thereof.

**17. Vacancy** is changed to read:

**Vacancy.** During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the limit of liability shown on the Declarations Page for Coverage A (DWELLING) and Coverage B (PERSONAL PROPERTY) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy.

**22. Refusal to Renew.** is changed to read:

**22. Refusal to Renew.**

- a. We may not refuse to renew this policy because of claims for losses resulting from natural causes.
- b. We may not refuse to renew this policy solely because you are an elected official.
- c. We may refuse to renew this policy if you have filed three or more claims under the policy in any three year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing, that if you file a third claim during the three year period, we may refuse to renew this policy by providing you proper notice of our refusal to renew as provided in d. below. If we do not notify you after the second claim, we may not refuse to renew this policy because of losses. A claim does not include a claim that is filed but is not paid or payable under the policy.

- d. If we refuse to renew this policy, we must deliver to you, or mail to you at your mailing address shown on the declarations page and any mortgagee named in the declarations page, written notice of refusal to renew no later than the 60th day before the date in which this policy expires. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision to refuse renewal, you may require us to renew the policy.

The following condition is added:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate limits of liability on your dwelling, other structures and personal property. But to help you do that we may, but are not obligated to, adjust your policy limits of liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new limits of liability. Payment of your renewal is all that is necessary to indicate your acceptance of the new limits of liability.

If you want to change the new limits of liability you may do so by contacting your insurance representative.

**Service of Process**

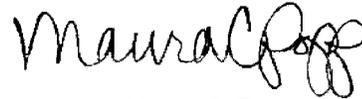
The address under Service of Process is changed to 15700 Long Vista Drive, Austin, Texas 78728.

The following provision is changed to read:

In witness whereof, the attorney-in-fact has executed this policy in Austin, Texas, binding the underwriters at Foremost Lloyds of Texas.



Michael J. Cok  
President



Maura C. Popp  
Secretary

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\_\_\_\_\_

## Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

### Information We Collect

We may collect the following categories of personal information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
<b>Personal Identifiers</b>	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature
<b>Personal Characteristics</b>	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
<b>Commercial Information</b>	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
<b>Biometric Information</b>	Voice print, photo.
<b>Internet or Network activity</b>	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
<b>Geolocation</b>	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
<b>Audio, electronic, visual, olfactory</b>	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
<b>Professional information and Employment information/Education Information</b>	Job titles, work history, school attended, employment status, veteran, or military status.
<b>Education Information</b>	Job titles, work history, school attended, marital and family status, e-mail, telephone recordings.
<b>Inferences</b>	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
<b>Sensitive Personal Information</b>	Social security number, driver's license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.

### Purposes for Collection of Personal Information

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To provide a location-based product or service requested by you;
- To apply relevant discounts;

- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums, and payment history;
- Information from your visits to the websites we operate, use of our mobile sites, applications, use of our social media sites, and interaction with our online advertisements; and
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information and insurance claims history; and
- If you obtain a life, long-term or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

### **How Long Do You Retain My Information**

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

### **How We Protect Your Information**

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

### **Information We Disclose**

We do not disclose any nonpublic personal information about you as our customer or former customer, except as described in this notice. We may disclose the nonpublic personal information we collect about you, as described above to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, all as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Foremost or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information: (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization; and (3) otherwise as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

### **Sharing Information with Affiliates**

We will not disclose nonpublic personal information, as described above in **Information We Collect**, except with affiliates of Foremost as permitted by law including:

- Financial service providers, such as insurance companies and reciprocals, investment companies, underwriters, brokers/dealers; and

- Non-financial service providers, such as data processors, billing companies, and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transaction and experience information with you. We will not share with our affiliates information we receive from a credit reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history.

**Under the California Consumer Privacy Act ("CCPA"), California residents have the right to opt out of the sale of personal information to certain third parties.** Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form.

### **Modifications to our Privacy Policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties as permitted by law. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out or, if applicable, to opt-in.

### **Website and Mobile Privacy Policy**

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

### **Recipients of this Notice**

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

### **Affiliates**

The following is a list of some but not all of our affiliates: Farmers Insurance Group of Companies including Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, and Mid-Century Insurance Company, Bristol West Insurance Group including Bristol West Casualty Insurance Company, Bristol West Insurance Company, Bristol West Preferred Insurance Company, Coast National Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), and 21st Century Insurance & Financial Services including 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century National Insurance Company, 21st Century Premier Insurance Company, and 21st Century Security Insurance Company, Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

### **More Information about the Federal Laws?**

This notice is required by federal law. For more information, please contact us.

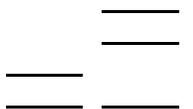
### **Any Questions?**

Please visit our website at [www.foremost.com](http://www.foremost.com).

Signed:           Foremost Insurance Company Grand Rapids, Michigan  
                      Foremost Signature Insurance Company  
                      Foremost Property and Casualty Insurance Company  
                      Foremost County Mutual Insurance Company  
                      Foremost Lloyds of Texas

The above is a list of the Foremost companies on whose behalf this notice is being sent.

COPY



A - 2 Car Garage

B - 5 car driveway

C - 2 car paver parking

610

A

B

C

N Lakeshore Dr

Christman Ct

Christman Ct

608

# PROJECT COMMENTS



CITY OF ROCKWALL  
385 S. GOLIAD STREET  
ROCKWALL, TEXAS 75087  
PHONE: (972) 771-7700

DATE: 8/23/2024

PROJECT NUMBER: Z2024-039  
PROJECT NAME: SUP for a Short Term Rental at 610 Christan Court  
SITE ADDRESS/LOCATIONS:

CASE CAPTION: Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 4153 Panther Ridge Lane, and take any action necessary.

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
	Henry Lee	08/23/2024	Approved w/ Comments

08/23/2024: Please address the following comments (M= Mandatory Comments; I = Informational Comments)

- I.1 This is a request for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 4153 Panther Ridge Lane.
- I.2 For questions or comments concerning this case please contact Henry Lee in the Planning Department at (972) 772-6434 or email hlee@rockwall.com.
- M.3 For reference, include the case number (Z2024-039) in the lower right-hand corner of all pages on future submittals.
- I.4 According to Article 13, Definitions, of the Unified Development Code (UDC), Short Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex) is defined as, "A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (i.e. occupies the primary structure) and is present during the rental. This includes when a Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property."
- I.5 According to Article 04, Permissible Uses, of the Unified Development Code (UDC), the following conditional land use standards apply to the proposed use, [i.e. Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex)]:
  - (A) Short-Term Rentals that are Non-Owner-Occupied shall not be located within 1,000-feet of another Short-Term Rental that is Non-Owner Occupied; however, Short Term Rentals that were in existence prior to April 1, 2024 that [1] meet the criteria established in Subsection 06.05, Non-Conforming Short-Term Rentals, of Article 04, Permissible Uses, of the Unified Development Code (UDC), and [2] received a valid permit and registration -- in accordance with Article 2, Short-Term Rentals, of Chapter 13, Rental Housing, of the Municipal Code of Ordinances -- prior to July 1, 2024 shall be exempted from the proximity requirements.
  - (B) Short-Term Rentals that are Non-Owner-Occupied that do not meet proximity requirements may be considered on a case-by-case basis by the Planning and Zoning Commission and City Council through a Specific Use Permit (SUP). In considering a Specific Use Permit (SUP) for a Short-Term Rental that is Non-Owner-Occupied the Planning and Zoning Commission and City Council shall consider the size, location, and impact of the proposed and existing Short-Term Rentals on the adjacent residential properties and their occupants.

(C) The Short-Term Rental shall not incorporate accessory land uses that are not permitted within the underlying zoning district (e.g. Banquet Facility/Event Hall which includes meeting halls and wedding venues) as stipulated by the Permissible Use Charts contained within Article 04, Permissible Uses, of the Unified Development Code (UDC).

(D) In order to establish and operate a Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex) in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, Short-Term Rentals, of Chapter 13, Rental Housing, of the Municipal Code of Ordinances.

I.6 In accordance with item I.5(B) above, the Specific Use Permit (SUP) is required due to the proposed Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex) being unable to meet item I.5(A) above. In this case, the proposed Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex) is 801.00-feet from an existing and permitted Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex).

M.7 The responsible party must live within Rockwall County. Please provide an updated application that provides a responsible party that lives within Rockwall County. [Section 13-22, Permit and Registration Requirement, of Article 2, Short-Term Rentals, of Chapter 13, Municipal Code of Ordinances].

M.8 Please provide an updated insurance policy that provides \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00. [Section 13-25, Permit and Registration Requirement, of Article 2, Short-Term Rentals, of Chapter 13, Municipal Code of Ordinances]

M.9 Please note that the current Short-Term Rental appears to be in operation and is actively being rented without the proper Short-Term Rental Permit and Registration. This will be conveyed to the Planning and Zoning Commission and City Council as part of this case.

M.10 Review the attached draft ordinance prior to the August 27, 2024 Planning & Zoning Commission meeting, and provide staff with your markups by September 4, 2024.

I.11 Staff has identified the aforementioned items necessary to continue the submittal process. Please make these revisions and corrections, and provide any additional information that is requested. Revisions for this case will be due on September 4, 2024; however, it is encouraged for applicants to submit revisions as soon as possible to give staff ample time to review the case prior to the September 10, 2024 Planning and Zoning Commission Public Hearing Meeting. The Planning and Zoning Commission Work Session Meeting for this case will be held on August 27, 2024.

I.12 The projected City Council meeting dates for this case will be September 16, 2024 (1st Reading) and October 7, 2024 (2nd Reading).

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
ENGINEERING	Madelyn Price	08/22/2024	Approved
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
BUILDING	Craig Foshee	08/23/2024	Approved
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
FIRE	Ariana Kistner	08/19/2024	Approved
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
GIS	Lance Singleton	08/20/2024	Approved
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
POLICE	Henry Lee	08/23/2024	N/A
No Comments			

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DEPARTMENT

REVIEWER

DATE OF REVIEW

STATUS OF PROJECT

PARKS

Travis Sales

08/19/2024

Approved

---

No Comments



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

### PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

### SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

### ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

### OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

#### NOTES:

<sup>1</sup>: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

<sup>2</sup>: A **\$1,000.00** FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 610 Christan Ct. Rockwall, TX 75087

SUBDIVISION North Shore PH 2B

LOT

2

BLOCK

1

GENERAL LOCATION Off Route 66

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING SF-10

CURRENT USE A1 (Long term rental)

PROPOSED ZONING SF-10

PROPOSED USE Short term rental

ACREAGE .25

LOTS [CURRENT] 2

LOTS [PROPOSED] 2

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER Brookhaven Media

APPLICANT

CONTACT PERSON Scott Popescu

CONTACT PERSON

ADDRESS 4153 Panther Ridge Ln

ADDRESS

CITY, STATE & ZIP Plano, Texas 75074

CITY, STATE & ZIP

PHONE 469-993-8222

PHONE

E-MAIL scott@brookhavenmedia.com

E-MAIL

## NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Scott J. Popescu [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 16 DAY OF August, 2024 BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16th DAY OF August, 2024

OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





Z2024-039: Specific Use Permit (SUP) for a Short Term Rental at 610 Christian Court

Case Location Map = 



# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75087  
 (P): (972) 771-7745  
 (W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

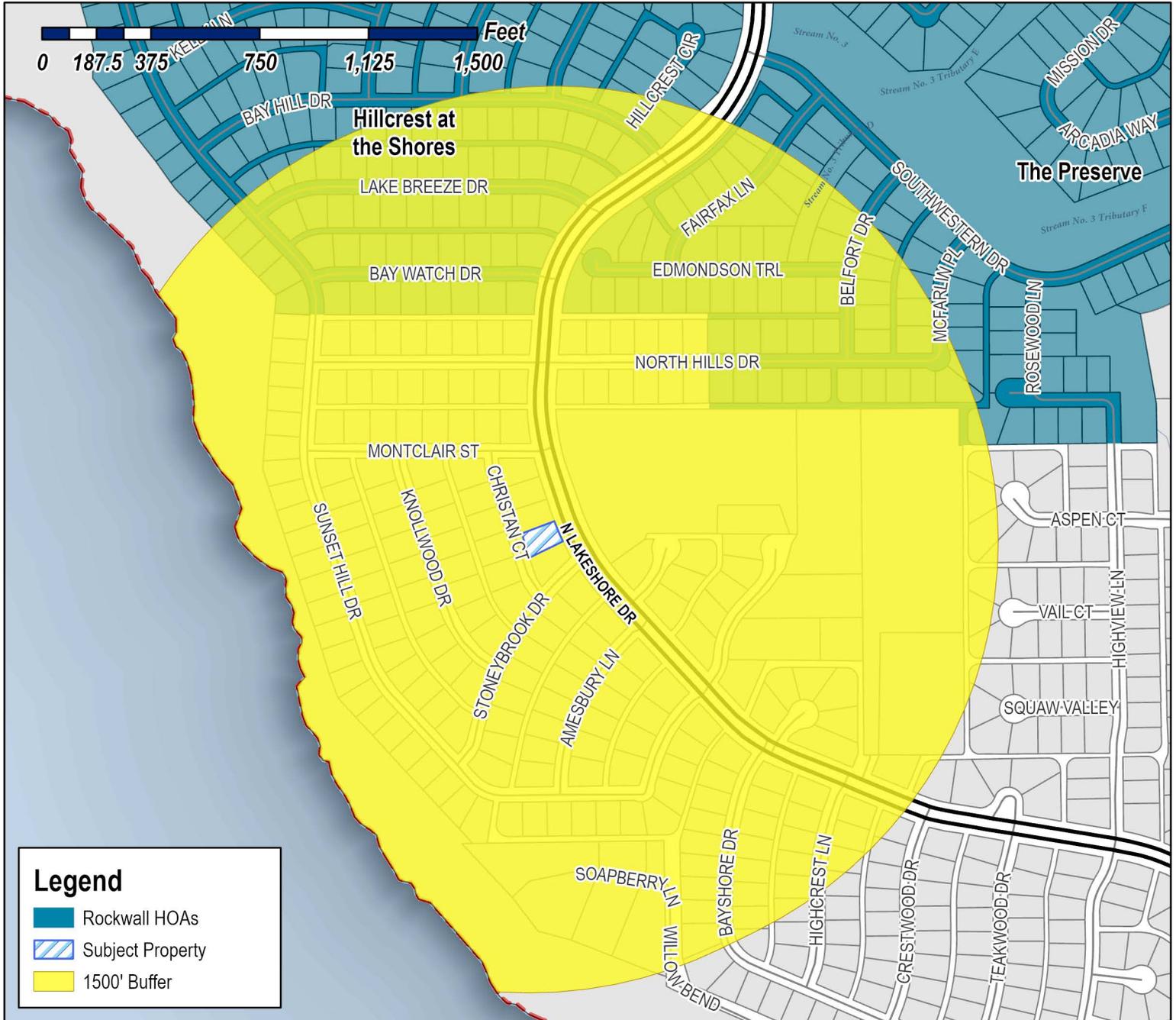




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### Legend

-  Rockwall HOAs
-  Subject Property
-  1500' Buffer

**Case Number:** Z2024-024  
**Case Name:** SUP for a Short Term Rental  
**Case Type:** Zoning  
**Zoning:** Single-Family 10 (SF-10) District  
**Case Address:** 610 Christian Court

**Date Saved:** 8/16/2024

For Questions on this Case Call (972) 771-7745



**From:** [Zavala, Melanie](#)  
**Cc:** [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)  
**Subject:** Neighborhood Notification Email [Z2024-039]  
**Date:** Wednesday, August 21, 2024 2:47:46 PM  
**Attachments:** [Public Notice \(P&Z\) \(08.21.2024\).pdf](#)  
[HOA Map.pdf](#)

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HOA/Neighborhood Association Representative:

Per your participation in the [Neighborhood Notification Program](#), you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on [Friday, August 22, 2024](#). The Planning and Zoning Commission will hold a public hearing on [Tuesday, September 10, 2024 at 6:00 PM](#), and the City Council will hold a public hearing on [Monday, September 16, 2024 at 6:00 PM](#). Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to [Planning@rockwall.com](mailto:Planning@rockwall.com) at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website: <https://sites.google.com/site/rockwallplanning/development/development-cases>.

Z2024-039: SUP for a Short Term Rental at 610 Christan Court  
Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a [Specific Use Permit \(SUP\)](#) for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and take any action necessary.

Thank you,

***Melanie Zavala***

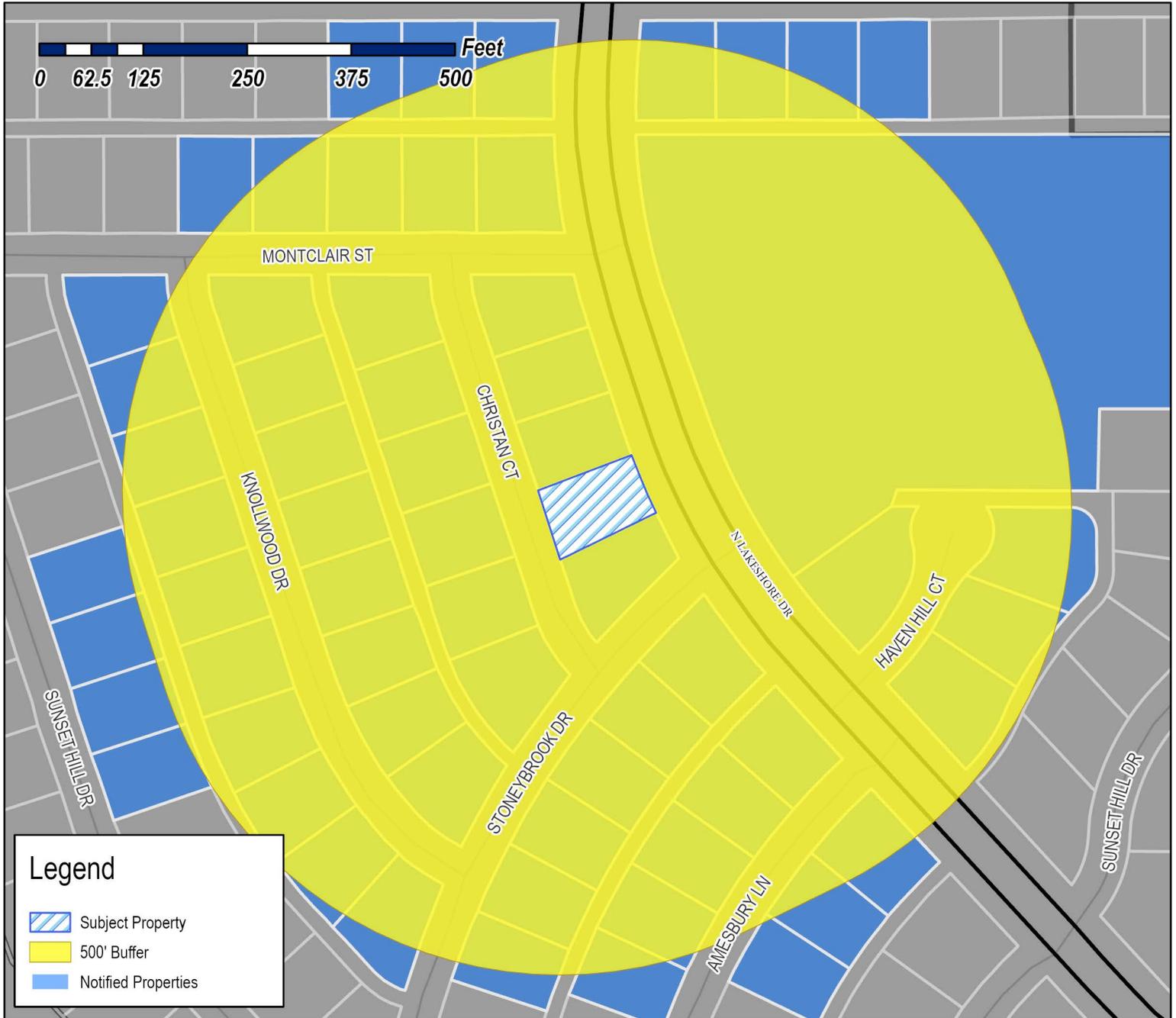
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall  
385 S. Goliad Street | Rockwall, TX 75087  
[Planning & Zoning Rockwall](#)  
972-771-7745 Ext. 6568



# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
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**Case Number:** Z2024-039  
**Case Name:** SUP for a Short Term Rental  
**Case Type:** Zoning  
**Zoning:** Single-Family 10 (SF-10) District  
**Case Address:** 610 Christan Court

**Date Saved:** 8/16/2024

For Questions on this Case Call: (972) 771-7745



SRP SUB, LLC  
1131 W WARNER RD STE 102  
SCOTTSDALE, AZ 85284

STILES LAURA S  
15 BREEZY KNOLL LN  
LAKE ST LOUIS, MO 63367

FRAGA JAVIER SANTOS  
1593 NORTH HILLS DR  
ROCKWALL, TX 75087

GONZALES JAMES E & DEENA L  
1595 HAVEN HILL CT  
ROCKWALL, TX 75087

MURAKHOVSKY VLADISLAV AND YANA  
1595 N HILLS DRIVE  
ROCKWALL, TX 75087

LANGFORD DAVID NEIL AND MELANIE HILBERT  
1597 HAVEN HILL COURT  
ROCKWALL, TX 75087

SHEEHAN JAMES C & JULIA  
1597 N HILLS DR  
ROCKWALL, TX 75087

VILLAPANDO ANTONIO & MARIA  
1599 HAVEN HILL CT  
ROCKWALL, TX 75087

WU MEIKI & KING CHUNG TSO  
1599 N HILLS DR  
ROCKWALL, TX 75087

JONES JOHNNY DEWAYNE & MARTHA A  
1600 N LAKESHORE DRIVE  
ROCKWALL, TX 75087

ONCEBAY EDSON DANIEL & JENNIFER B  
BAZZETTI BARRIENTOS  
1601 N HILLS DR  
ROCKWALL, TX 75087

HERNANDEZ SAMUEL  
1601 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

ORTIZ ADELLA J  
1602 AMESBURY LN  
ROCKWALL, TX 75087

SAMPSON DEAN & BARBARA KELLUM  
1602 MONTCLAIR DR  
ROCKWALL, TX 75087

CONFIDENTIAL  
1603 NORTH HILLS DRIVE  
ROCKWALL, TX 75087

SAENZ DIANA GONZALEZ  
1603 STONEYBROOK DR  
ROCKWALL, TX 75087

HAMMILL JOHN AND LISA  
1604 AMESBURY LANE  
ROCKWALL, TX 75087

PHILIPS PAUL AND PATRA M  
1604 MONTCLAIR ST  
ROCKWALL, TX 75087

SULLIVAN JESSICA AND KEVIN  
1605 AMESBURY LN  
ROCKWALL, TX 75087

CLARK LUTHER A ETUX  
1605 N HILLS DR  
ROCKWALL, TX 75087

FLORES AMIE ELAINE AND BALDEMAR SOSA  
1605 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

POWERS LISA A AND ROBERT H  
1606 AMESBURY LN  
ROCKWALL, TX 75087

JISTEL MICHAEL & SABRA  
1606 MONTCLAIR DR  
ROCKWALL, TX 75087

BOUK JOSHUA  
1607 AMESBURY LN  
ROCKWALL, TX 75087

SHIELDS CHARLENE  
1607 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

BURTON DAVID A & MARY KAY  
1608 AMESBURY LN  
ROCKWALL, TX 75087

BOULLION PAMELA S TOPPER  
1608 MONTCLAIR DR  
ROCKWALL, TX 75087

ADAMS BRAD AND KASHA  
1609 AMESBURY  
ROCKWALL, TX 75087

CASE DAVID L ETUX  
1609 STONEYBROOK DR  
ROCKWALL, TX 75087

TUCKER EARL W & MELINDA K  
1610 AMESBURY LN  
ROCKWALL, TX 75087

TOCHKOV KIRIL AND KARIN  
1610 MONTCLAIR DR  
ROCKWALL, TX 75087

SARVER WANDA & DONALD  
1611 STONEYBROOK DR  
ROCKWALL, TX 75087

RESIDENT  
1616 NORTH LAKESHORE DR  
ROCKWALL, TX 75087

ST BENEDICT ANGLICAN CHURCH-REFORMED  
EPISCOPAL  
304 GLENN AVENUE  
ROCKWALL, TX 75087

BROOKHAVEN MEDIA, LLC  
5909 HUDSON ST  
DALLAS, TX 75206

PUSKARICH THOMAS & EMILY  
607 CHRISTAN CT  
ROCKWALL, TX 75087

GLADNEY CATHERINE DIANE SELBY  
607 KNOLLWOOD DR  
ROCKWALL, TX 75087

GLENN W GOODRICH JR & KELLYE JAYE  
CRAWFORD REVOCABLE TRUST  
GLENN W GOODRICH JR & KELLYE JAYE  
CRAWFORD - TRUSTEES  
608 CHRISTAN CT  
ROCKWALL, TX 75087

GALLOWAY PRESTON AND BRITTANY  
609 CHRISTAN COURT  
ROCKWALL, TX 75087

MARY ANN OBRIEN REVOCABLE TRUST  
DANIEL F OBRIEN- TRUSTEE  
609 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
610 CHRISTAN CT  
ROCKWALL, TX 75087

TORKELSON KELLY L & STEVEN A  
610 KNOLLWOOD DR  
ROCKWALL, TX 75087

HAWKINS KRISTINA  
611 CHRISTAN CT  
ROCKWALL, TX 75087

GOLDIN MICHAEL & CAROL  
611 KNOLLWOOD DR  
ROCKWALL, TX 75087

STEWART-JOHNSON LOIS DIANNE  
612 CHRISTAN CT  
ROCKWALL, TX 75087

ELLIS TEX W & MONA E  
612 KNOLLWOOD DRIVE  
ROCKWALL, TX 75087

KIDDER CHRISTINA SHEA  
613 CHRISTAN CT  
ROCKWALL, TX 75087

SMITH BARRY & HEIDI  
613 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
614 KNOLLWOOD DR  
ROCKWALL, TX 75087

CARTER KAREN  
614 CHRISTAN COURT  
ROCKWALL, TX 75087

WALKER DIANE C AND MICHAEL W  
615 CHRISTAN CT  
ROCKWALL, TX 75087

COX MATTHEW AND HAYLEY  
615 KNOLLWOOD DRIVE  
ROCKWALL, TX 75087

HARMON ROBERT R & KIMBERLY  
616 CHRISTAN CT  
ROCKWALL, TX 75087

ETTER CHARLES W & LINDA L  
616 KNOLLWOOD DR  
ROCKWALL, TX 75087

GRIFFIN BILLY G AND PATRICIA L  
617 CHRISTAN CT  
ROCKWALL, TX 75087

SAENZ ORLANDO  
617 KNOLLWOOD DR  
ROCKWALL, TX 75087

HAMMONDS MARK & STEPHANIE  
618 KNOLLWOOD DR  
ROCKWALL, TX 75087

DYLONG RONALD C & PAULA S  
618 SUNSET HILL DR  
ROCKWALL, TX 75087

WILLIAMS ELESTER & HATTIE  
619 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
620 SUNSET HILL DR  
ROCKWALL, TX 75087

DEMEYER DANIEL T & ELAINE S  
620 KNOLLWOOD DR  
ROCKWALL, TX 75087

HOSACK ALLEN JAMES ETUX  
621 KNOLLWOOD DR  
ROCKWALL, TX 75087

UPTHEGROVE JOSHUA R  
622 KNOLLWOOD DR  
ROCKWALL, TX 75087

CARABALLO NATALIA TEMBONI  
622 SUNSET HILL DRIVE  
ROCKWALL, TX 75087

RESIDENT  
623 KNOLLWOOD DR  
ROCKWALL, TX 75087

EDWARDS BRYAN K & SUSAN L  
624 KNOLLWOOD DR  
ROCKWALL, TX 75087

CHANDLER WILLIAM E & LISA D  
624 SUNSET HILL DR  
ROCKWALL, TX 75087

AARON DONALD AND  
LAURA SAXON  
625 KNOLLWOOD DR  
ROCKWALL, TX 75087

MITCHELL JAMES B & TEENA L  
6309 GLENWOOD DR  
AMARILLO, TX 79119

# PUBLIC NOTICE



CITY OF ROCKWALL  
PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: PLANNING@ROCKWALL.COM

Property Owner and/or Resident of the City of Rockwall:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

## Z2024-039: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a *Specific Use Permit (SUP)* for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2024 at 6:00 PM, and the City Council will hold a public hearing on Monday, September 16, 2024 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

**Henry Lee**  
Rockwall Planning and Zoning Dept.  
385 S. Goliad Street  
Rockwall, TX 75087

You may also email your comments to the Planning Department at [planning@rockwall.com](mailto:planning@rockwall.com). If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, September 16, 2024 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

PLEASE RETURN THE BELOW FORM

## Case No. Z2024-039: SUP for a Short-Term Rental

Please place a check mark on the appropriate line below:

- I am in favor of the request for the reasons listed below.
- I am opposed to the request for the reasons listed below.

Four horizontal grey bars for providing reasons for support or opposition.

Name:   
Address:

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE



# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

RECEIVED BY:

DATE RECEIVED:

STR PERMIT NO.

## ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]

SP

I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.

SP

I acknowledge that if three (3) violations/citations occur in any consecutive 12-month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for 12-months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.

SP

I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.

SP

I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.

SP

I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- as the owner of the subject property -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

## REGISTRATION TYPE

New Registration |  Renewal of an Existing Registration

Was this property being used as a short-term rental prior to April 1, 2024?  Yes |  No

## PROPERTY INFORMATION [PLEASE PRINT]

Address	610 Christan Ct. Rockwall, TX 75087	Zoning	SF-10	
Subdivision	North Shore PH 2B	Lot	2	Block 1
General Location	Off Route 66			

## TYPE OF SHORT-TERM RENTAL

Please indicate the type of short-term rental being permitted and registered:

- SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (i.e. occupies the primary structure) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.
- SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (i.e. the property owner or operator is not on-site as an occupant during the rental of the property).
- SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM). An apartment or condominium (or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]) -- or a portion thereof -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

## PROPERTY OWNER INFORMATION [PLEASE PRINT]

Name	Brookhaven Media	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	Scott@brookhavenmedia.com	Zip Code	75074		

## RESPONSIBLE PARTY [PLEASE PRINT]

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

Same as Property Owner

Name	Scott Popescu	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	scott@brookhavenmedia.com	Zip Code	75074		



# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

## REQUIREMENTS CHECKLIST

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- REGISTRATION FEE.** A \$500.00 application fee payable to the City of Rockwall.
- SITE PLAN.** A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- PICTURES.** Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities.
- COMMERCIAL INSURANCE.** Each *Short-Term Rental* shall be required to have and provide proof of general commercial insurance (*or an equivalent*) coverage of a minimum of \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00.
- DRIVER LICENSE.** A copy of the driver license for the property owner and responsible party.

## GENERAL STANDARDS CHECKLIST

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ADVERTISING.** All advertising for the *Short-Term Rental* -- including online or on a proprietary website, application, or other technology -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- PARKING.** The parking on the subject property currently conforms to the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (*i.e. gravel, pavers, asphalt, or concrete*) and no guest or occupant will park on an unimproved surface (*e.g. grass, vegetation, soil, etc.*).
- EVACUATION PLAN.** [ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR] An evacuation plan showing how to exit the building has been posted on the front door.
- TEMPORARY STRUCTURES.** There are no temporary structures (*i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles*) being utilized as a *Short-Term Rental*.
- TRASH/RUBBISH/SOLID WASTE.** There are enough City approved containers (*i.e. a polycarts or approved garage cans*) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- *bagged or otherwise* -- placed on the ground.
- SIGNAGE.** No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- FIRE EXTINGUISHER.** A standard five (5) pound fire extinguisher (*i.e. 2A:10B:C*) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- SMOKE AND CARBON MONOXIDE DETECTORS.** Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- INGRESS/EGRESS.** All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (*i.e. windows and/or doors*).
- SLEEPING ACCOMMODATIONS.** There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- TENANT NOTIFICATION.** The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [1] the property owner's and/or the *Responsible Party's* contact information and phone number; [2] pertinent information relating to the aforementioned standards (*i.e. the location of the required off-street parking; the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.*); [3] information to assist guests in the case of an emergency (*i.e. emergency and non-emergency telephone numbers for police, fire, and medical services*); and, [4] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

## RESPONSIBLE PARTY'S CERTIFICATION

I hereby certify that I am the *Responsible Party* of the property identified in this application, and that my primary residence is located in Rockwall County. I further understand my responsibilities as the *Responsible Party* as stipulated by Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and consent to have my information posted online. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

RESPONSIBLE PARTY'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

## PROPERTY OWNER'S CERTIFICATION

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

PROPERTY OWNER'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES















A Policy From  
FOREMOST LLOYDS OF TEXAS

N RB 721530  
381-5012368551

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

42

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**THIS IS NOT A BILL**

COPY

Dear LLC. BROOKHAVEN MEDIA:

Your policy packet is enclosed. Please take a few minutes to read through the enclosed documents. This contract is your assurance of protection in case of an insured loss. Copies of your current policy forms are available upon your request. If you have any questions, please contact us at the address shown above or call us at (817) 567-8025 .

Thank you for choosing us for your insurance. We appreciate the opportunity to provide you coverage.

Sincerely,

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
89-0038-695

**P.S. Did you know . . . Electronic payments are available!**

To sign up for electronic payments, please go to **foremostpayonline.com**. You may choose to have us automatically withdraw your premium payments electronically from your designated account as they come due, or go to **foremostpayonline.com** to see your bill and make a payment. As always, simply call our billing service at 1-800-532-4221 with questions about your bill.

**Need to report a claim?** The Claims Contact Center is available to take your call 24 hours a day, seven days a week at 1-800-527-3907, or you may report a claim online at **Foremost.com**.

381 - 5012368551 - 02

Form 737818 07/13

COPY

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The following disclosure is required by regulation of the U.S. Treasury Department.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

© 2020 National Association of Insurance Commissioners

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## Important Notice About Your Deductible(s)

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount(s) of a deductible(s) to change.

Your policy does contain a provision which may indirectly cause the exact dollar amount(s) of your deductible(s) to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate Amounts of Insurance for Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property. To help you do that we may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the new Amounts of Insurance you may do so by contacting your insurance representative.

Adjustments to your Dwelling Amount of Insurance may change the exact dollar amount of your deductible(s) as follows:

1. Your deductible is calculated by multiplying your Dwelling Amount of Insurance by the percentage deductible you selected, subject to a minimum deductible of \$1,000.
2. If your policy includes a separate Tropical Cyclone Deductible, this deductible will be 2% of the Dwelling Amount of Insurance shown on the Declarations Page, subject to a minimum of \$1,000.
3. If you purchase Earthquake coverage, the Earthquake Coverage endorsement specifies that each earthquake loss is subject to a deductible, which is the greater of 10% of the Amount of Insurance shown on the Declarations Page for the coverage or \$1,000. Earthquake deductibles are applied to the lesser of the loss for each coverage or the Amount of Insurance for each coverage.

An increase in your Dwelling Amount of Insurance may increase the exact amount of any of those deductibles because they could be assessed as a percentage of your Amount of Insurance. Your Deductibles can be found on your Declarations Page. An explanation of your deductible can be found on Page 20 of your policy. If included, your Tropical Cyclone Deductible is explained in Endorsement 10319. Your Earthquake Deductible is explained in either Endorsement 7311 or 7312 if you purchased Earthquake Coverage.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your trust and confidence.

## Important Notice Regarding Flood Coverage

We are required to provide the following notification to you since your insurance policy does not provide coverage against loss caused by flooding.

Flood Insurance: You may also need to consider the purchase of flood insurance. Your policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase flood insurance coverage with your insurance agent or insurance company, or visit [www.floodsmart.gov](http://www.floodsmart.gov).

741865 07/19

COPY



**FARMERS**  
INSURANCE

Underwritten by: **FOREMOST LLOYDS OF TEXAS**  
Administrative Office: P.O. Box 2450  
Grand Rapids, Michigan 49501

**RENEWAL  
DECLARATIONS PAGE  
FOREMOST LLOYDS OF TEXAS  
TEXAS DWELLING POLICY - FORM 3**

**POLICY NUMBER:** 381-5012368551-02

**RENEWAL OF:** 381-5012368551-01

**POLICY PERIOD EFFECTIVE DATE:** 06/01/24 **EXPIRATION DATE:** 06/01/25 **AT** 12:01 A.M. STANDARD TIME  
**AT THE LOCATION OF DESCRIBED PROPERTY**

**YOU AS NAMED INSURED/MAILING ADDRESS**

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**AGENT'S NAME, ADDRESS, AND PHONE NUMBER**

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

**AGENCY CODE:**  
890038695

**TELEPHONE:**  
(817) 567-8025

**LOCATION # 1**

**IMPORTANT RATING INFORMATION**

**LOCATION OF PROPERTY:** 610 CHRISTAN CT  
ROCKWALL TX 75087-3232

<b>CONSTRUCTION:</b> MASONRY VENEER	<b>TERRITORY:</b> N	<b>YR. BUILT:</b> 2008
<b>FAMILIES:</b> 1	<b>PROT. CLASS:</b> 2	<b>FORM:</b> TDP3
<b>OCCUPANCY:</b> VACATION & SHORT TER	<b>RESP. FIRE DEPT.:</b> ROCKWALL FS 1	<b>KEY RATE:</b>
<b>HYDRANT:</b> WITHIN 1,000 FEET	<b>COUNTY:</b> ROCKWALL	<b>CITY LIMIT:</b>
<b>FIRE DEPT.:</b> WITHIN 5 MILES		

**MORTGAGEE #1**

**LOAN NO.:** CC2023050233  
PLANET HOME LENDING LLC  
ISAOA / ATIMA  
PO BOX 5023  
TROY MI 48007-5023

**COVERAGES**

	LIMIT OF LIABILITY
COVERAGE A. DWELLING	\$ 506,224
OTHER STRUCTURES	\$ 50,622
COVERAGE B. PERSONAL PROPERTY	\$ 10,000
PERSONAL PROPERTY OFF PREMISES	\$ 1,000

**PERILS INSURED AGAINST**

	NORMAL	F.R.%	ACTUAL	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
DESCRIBED DWELLING - FIRE AND LIGHTNING	\$	\$			
			\$		2,011.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		4,032.00
ALL OTHER RISK OF PHYSICAL LOSS EXCEPT LOSSES EXCLUDED IN GENERAL EXCLUSIONS				\$	997.00

PERSONAL PROPERTY - FIRE AND LIGHTNING	NORMAL	F.R.%	ACTUAL		
	\$	\$			
			\$		30.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		23.00
COLLAPSE OF BUILDING, FALLING OBJECTS, FREEZING OF HOUSEHOLD APPLIANCES, VANDALISM AND MALICIOUS MISCHIEF.				\$	6.00

**ENDORSEMENT NUMBER AND TITLE ATTACHED TO POLICY**

	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11309 08/23 AMEND END W/15YR REPL LIMIT ON ROOF			INCLUDED
11391 03/13 TEXAS DWELLING POLICY - FORM 3			INCLUDED
10325 03/21 WATER DAMAGE COVERAGE LIMIT	\$ 50,000		\$ 175.00
10116 09/00 TDP-009 RESIDENCE GLASS			\$ 15.00

**DEDUCTIBLES (SECTION I ONLY)**

	AMOUNT OF DEDUCTIBLE
DEDUCTIBLE - ALL OTHER	\$5,062

**DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1**

	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
CLAIMS FREE	\$	-86.00
MASONRY	\$	-428.00
MULTI-POLICY	\$	-428.00
MULTIPLE PROPERTIES	\$	-855.00
TENANT SCREENING	\$	-171.00

<b>TOTAL ANNUAL POLICY PREMIUM</b>	<b>\$ 5,150.00</b>
------------------------------------	--------------------

**OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY**

Processed: April 2, 2024

COPY

COPY

## Important Notice About Your Deductible

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount of a deductible to change.

Your policy does contain a provision which may cause the exact dollar amount of your deductible to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate Limits of Liability on your Dwelling, Other Structures and Personal Property. To help you do that we may, but are not obligated to, adjust your policy Limits of Liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Limits of Liability. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Limits of Liability.

If you want to change the new Limits of Liability, you may do so by contacting your insurance representative.

Changes to your Dwelling Limit of Liability may change the exact dollar amount of your deductible as follows:

1. Your deductible is calculated by multiplying your Dwelling Limit of Liability by the percentage deductible you selected, subject to a minimum deductible of \$1,000. When your Limit of Liability increases, the exact amount of your deductible will increase.
2. If your dwelling is located in one of the following counties, your policy may contain a Tropical Cyclone Deductible.

Bee	Goliad	Hidalgo	Liberty	Wharton
Brooks	Hardin	Jackson	Orange	
Fort Bend	Harris	Jim Wells	Victoria	

A change to your Dwelling Limit of Liability may affect the exact amount of your deductible because that deductible could be assessed as a percentage of your Limit of Liability. Your Deductible can be found on Page 2 of your Declarations Page. An explanation of your deductible can be found on Page 6 of your policy or in Endorsement 10318, if your home is located in one of the counties listed above.

3. If your Declarations Page indicates you purchased a TDP3 policy, then Endorsement 11309 includes a Vacancy Condition. During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the Limit of Liability shown on the Declarations Page for Coverage A (Dwelling) and Coverage B (Personal Property) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy. When the terms of the Vacancy Condition are met, your deductible will also be reduced by 60%, subject to a minimum deductible of \$1,000.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your business.

# AMENDATORY ENDORSEMENT WITH FIFTEEN YEAR OLD OR OLDER ROOF COVERING LIMIT

(For use with Texas Dwelling Policy Form 3)

11309 08/23

This endorsement changes your policy. Please read this document carefully and keep it with your policy.

## DEFINITIONS

The following definitions are added:

"Business" means any full or part-time trade, profession or occupation engaged in for economic gain.

But business does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

"Remediation" means to treat, contain, remove, or dispose of mold, fungi or other microbes beyond that which is required to repair or replace the covered property physically damaged by water or steam.

"Remediation" includes any testing to detect, measure or evaluate mold, fungi, or other microbes and any decontamination of the dwelling on the described location or property.

"Roof covering" means the roofing material exposed to the weather and the underlayments applied for moisture protection. "Roof covering" includes but is not limited to vents, flashings, caps, turbines and piping.

"Vacant" means the absence of most of the furniture and other items needed for human occupancy as a dwelling.

"Unoccupied" means not being used as a dwelling. Any dwelling structure with no permanent resident is unoccupied even if it is fully furnished. While the permanent resident is temporarily absent from the dwelling, the dwelling will not be unoccupied.

## GENERAL EXCLUSIONS

Exclusion m. is changed to read:

### m. **Mold, Fungi, Bacteria or Other Microbes, or Wet or Dry Rot.**

- (1) We do not cover loss caused by or resulting from mold, fungi, bacteria or other microbes, or wet or dry rot, including:
  - (a) the cost for remediation for mold, fungi, bacteria or other microbes, or wet or dry rot; or
  - (b) any increase in expenses for Loss of Use and/or Debris Removal due to remediation for mold, fungi, bacteria or other microbes, or wet or dry rot.
- (2) The physical presence of mold, fungi, bacteria or other microbes, or wet or dry rot on that portion of covered property which must otherwise be repaired or replaced because of direct physical loss caused by any insured peril shall not result in the exclusion of such loss if it is otherwise covered under this policy.

The following exclusions are added:

- n. We do not cover loss caused by any business activity being conducted with or without your knowledge by any of you or any resident of the dwelling on the described location.
- o. We do not cover loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.

**DEDUCTIBLE** is changed to read:

**DEDUCTIBLE.** No deductible will be applied to COVERAGE A (DWELLING) in the event of a total loss unless stated otherwise in this policy.

No deductible will be applied to fire or lightning Losses unless stated otherwise in this policy.

All other losses insured by Coverage A (DWELLING) or Coverage B (PERSONAL PROPERTY) will be subject to the greater of \$1,000 or the deductible shown on the DECLARATIONS PAGE, unless stated otherwise in your policy.

## CONDITIONS

**6. Loss Settlement** is changed to read:

### 6. **Loss Settlement.** Property losses are settled:

#### **Dwelling Total Loss Payment Method**

A total loss occurs when your dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the limit of liability shown on the DECLARATIONS PAGE for COVERAGE A (DWELLING).

No deductible will be applied to a total loss to your dwelling unless stated otherwise in your policy.

#### **All Other Loss Payment Method**

- a. When an insured peril causes a loss, your loss to roof covering fifteen years old or older, personal property, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:
  - (1) the actual cash value at the time of loss determined with proper deduction for depreciation;
  - (2) the cost to repair or replace the damaged property with material of like kind and quality less deduction for depreciation; or
  - (3) the limit of liability shown on the Declarations Page.

b. When an insured peril causes a loss, your loss to dwelling and other structure(s) under Coverage A (Dwelling), except roof covering fifteen years old or older, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:

(1) If, at the time of loss, the Coverage A (DWELLING) limit of liability is 80% or more of the full replacement cost of the dwelling, we will pay the repair or replacement cost of the damaged building structure(s), without deduction for depreciation.

(2) If, at the time of loss, the Coverage A (DWELLING) limit of liability is less than 80% of the full replacement cost of the dwelling, we will pay only a proportionate share of the full replacement cost of the damaged building structure(s). Our share is equal to:

$$\text{Replacement Cost of the Loss} \times \frac{\text{Coverage A (DWELLING) limit of liability}}{80\% \text{ of Replacement Cost of the Dwelling}}$$

(3) If, at the time of loss, the actual cash value of the damaged building structure(s) is greater than the replacement cost determined under (1) or (2) above, we will pay the actual cash value up to the applicable limit of liability.

In determining the amount of insurance required to equal 80% of the full replacement cost of the dwelling, do not include the value of excavations, underground pipes, and wiring and foundations which are below the surface of the ground.

We will pay only the actual cash value of the damaged building structure(s) until repair or replacement is completed. Repair or replacement must be completed within 365 days after loss unless you request in writing that this time limit be extended for an additional 180 days. Upon completion of repairs or replacement, we will pay the additional amount claimed under replacement cost coverage, but our payment will not exceed the smallest of the following:

(1) the limit of liability under this policy applicable to the damaged or destroyed building structure(s);

(2) the cost to repair or replace that part of the building structure(s) damaged, with material of like kind and quality and for the same use and occupancy on the same premises; or

(3) the amount actually and necessarily spent to repair or replace the damaged building structure(s).

If you provide no verification that your roof covering is less than fifteen years old, your roof covering loss will be determined using 6. **Loss Settlement** a. above.

9. **Appraisal** is deleted and replaced with:

9. **Appraisal.**

a. The following definitions shall apply under this **Appraisal** clause:

(1) "**Claimed loss**" means your claim of direct physical loss or damage to property.

(2) "**Component parts**" of property means each of the constituent parts of the property. By way of example only, if the **claimed loss** is a roof, the component parts of property for a roof might include: the trusses, rafters, decking, underlayment, sheathing, drip edge, shingles, tiles or other outer covering, jack pipes, vents or skylights, and all other individual items or parts.

Each of these individual items or parts would also be "**component parts**" of your dwelling.

(3) "**Incurred property damage**" means the verifiable actual theft of or actual distinct and demonstrable physical injury to or destruction of property.

b. If you or we fail to agree on the actual cash value (including the replacement costs and depreciation/obsolescence) or the **incurred property damage** of your **claimed loss**, either you or we may make a written demand for appraisal. The appraisal shall be made strictly in accord with the terms of this appraisal clause. Neither you nor we may assign the right to demand appraisal, whether before or after loss or damage. Any assignment shall be void.

c. (1) Within 20 days of the receipt of a written demand for appraisal, you and we each shall:

- i. appoint a qualified individual person as an appraiser; and
- ii. notify the other in writing of the appraiser's name and contact information.

(2) In order for a person to be qualified to act as an appraiser, the person must be competent, independent, neutral and impartial. A person:

- i. who has performed, or who is employed by any entity which has performed any work, or a person who has provided any service for either you or us in relation to any **claimed loss** under this policy, whether or not such work or service has been or will be paid; or
- ii. who has performed or may perform, or who is employed by an entity which has performed or may perform repairs or replacement of your property;

shall not be qualified to serve as an appraiser.

(3) Upon acceptance of the appointment, each appraiser shall within 5 days disclose in writing to you and to us any known facts which a reasonable person may consider to affect independence, neutrality or impartiality of the appraiser, including without limitation:

- i. any financial or personal interest in the outcome of the appraisal; and
- ii. any current or previous relationship with you or us, or your or our counsel, other representative(s) or experts, or with the other appraiser.

d. You and we may provide the appraisers with estimates, expert opinions, appraisal forms or any information you or we believe to be relevant to the appraisal. Any such documents and information must also be provided to the other party. However, no civil discovery shall be conducted by either the appraisers, any umpire, or you or us during or for the preparation of the appraisal, and no court reporter shall be used. The rules of civil procedure and the rules of evidence shall not apply to the appraisal process, and no hearing shall be conducted by the appraisers at which either you or we provide any evidence pertaining to your **claimed loss**.

e. (1) The appraisers shall determine the **incurred property damage**, if any, to each of the **component parts** of that property for which you have **claimed loss**, and the actual cash value of the **incurred property damage**, as of date of the loss. In determining the actual cash value of the **incurred property damage**, the appraisers shall only use reasonable costs of materials of like kind and quality unless the policy expressly provides otherwise.

(2) The appraisal shall separately state and itemize the following for each individual **component part** of the **incurred property damage**:

- i. a description of each **component part** of the property;
- ii. a description of the distinct and demonstrable physical injury to or destruction of each **component part**, if any, without reference to what caused the damage;
- iii. a description of the reasonably necessary repairs or replacements for each **component part** of property;
- iv. the estimated costs of the reasonably necessary repairs or replacement(s) to each **component part** of property;

v. the estimated amount of proper depreciation and/or obsolescence to each **component part** of property; and

vi. the actual cash value of the **incurred property damage**.

Evidence of the reasonableness of the costs, and evidence that the materials are of like kind and quality, if the policy loss settlement requires like kind and quality settlement, shall also be included with the appraisal. As appropriate, the foregoing shall also apply to theft.

(3) The appraisers may consider and provide you and us with a separate statement of the estimated cost(s) for any repairs or replacements which may be required by building ordinances or laws, but the appraisers may not determine whether such amounts are covered under this insurance policy.

(4) The appraisers shall submit their written appraisal in accord with this part e., to both you and to us, and the amounts agreed upon by the appraisers will be the **incurred property damage** and the actual cash value (including the replacement costs and depreciation/obsolescence) of the **incurred property damage** to each **component part** of property for which you have **claimed loss**.

(5) The appraisers are not authorized to, and shall not decide the cause, or causes, of your **claimed loss** or any **incurred property damage**.

(6) The appraisers are not authorized to decide whether any **incurred property damage** is covered under this insurance policy.

f. (1) If the appraisers cannot agree on the **incurred property damage** or the actual cash value of the **incurred property damage**, you must notify us that you have selected an umpire within 10 days of receiving notice that an umpire is needed. Notice can be provided through your appraiser. If you do not select an umpire within the 10 day period, we will contact the firm below to select an umpire. Regardless of who makes the selection, we will then contact the firm below, pay any applicable administrative fee to engage the umpire, and provide the firm with contact information for both appraisers, the name of the insured, and the location of the property involved in the claim.

American Arbitration Association (AAA)  
Case Filing Services  
Attn: Foremost Texas Appraisal  
1101 Laurel Oak Road Ste 100  
Voorhees, New Jersey 08043  
Email: casefiling@adr.org (with subject matter  
as "Foremost Texas Appraisal")

- (2) Only if AAA advises you and us in writing that it cannot appoint an umpire may we then jointly request a judge of a district court in the judicial district where the **residence premises** is located to select an umpire. A judge of a district court does not include a commissioner or a judge of a county court at law, of a justice court, a municipal court, a probate court, or of a commissioner's court.
- (3) In order for a person to be qualified to act as an umpire under this appraisal clause, such person must be qualified and meet the conditions as required at part c.(2).
- (4) Upon the appointment of an umpire by AAA, or a district judge, the umpire shall within 5 days disclose in writing to you and to us the information required at part c.(3).
- (5) Within 20 days of a qualified umpire being appointed, each of the appraisers shall then submit to the umpire, and to both you and us, their appraisals. Their appraisals shall contain all of the information required in part e. above, and shall identify each specific matter upon which they disagree and explain in detail why they disagree. Both appraisers and the umpire shall then together meet and confer. The umpire shall then prepare an appraisal. A written appraisal in conformance with and setting forth all the information required in part e. above, agreed upon and signed by the umpire and either one of the two appraisers will determine the **incurred property damage** and the actual cash value of the **incurred property damage** of your **claimed loss**.
- (6) If a vacancy should occur regarding the umpire, the vacancy shall be filled in accord with the foregoing process by which the vacating umpire was appointed. Any appointed umpire is subject to (3) and (4) of this part f.
- g. Each party will pay the costs of the appraiser it chooses. The costs of the umpire and all other expenses of the appraisal will be shared and paid equally by you and us. If AAA appoints the umpire, we will pay AAA's costs.
- h. The appraisal shall not:
  - (1) determine whether your **claimed loss** or any **incurred property damage**, or any part thereof, is covered under this insurance policy;

- (2) determine the cause or causes of the **claimed loss** or any **incurred property damage**;
- (3) make any factual finding which directly or indirectly determines whether your **claimed loss** or **incurred property damage**, or any part thereof, is covered under this insurance policy.
- (4) interpret this insurance policy;
- (5) award or determine any interest or penalties;
- (6) award any amount for matching property which has not sustained **incurred property damage** with property that has sustained **incurred property damage**;
- (7) determine loss settlement under a loss settlement provision of this policy; or
- (8) be considered to be adjustment of your **claimed loss**.
- i. Any demand for appraisal must be made within the contractual suit limitations period stated in this policy. After that time neither you nor we may demand an appraisal.
- j. If you or we timely demand an appraisal, then upon request made by either you or us for abatement of any suit for or involving the **claimed loss**, the suit shall be abated until after an appraisal award is made in accord with this appraisal clause.
- k. Even after an appraisal award, we retain the right to deny any **claimed loss** or **incurred property damage**, or any part thereof.

**17. Vacancy** is changed to read:

**Vacancy.** During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the limit of liability shown on the Declarations Page for Coverage A (DWELLING) and Coverage B (PERSONAL PROPERTY) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy.

**22. Refusal to Renew.** is changed to read:

**22. Refusal to Renew.**

- a. We may not refuse to renew this policy because of claims for losses resulting from natural causes.
- b. We may not refuse to renew this policy solely because you are an elected official.
- c. We may refuse to renew this policy if you have filed three or more claims under the policy in any three year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing, that if you file a third claim during the three year period, we may refuse to renew this policy by providing you proper notice of our refusal to renew as provided in d. below. If we do not notify you after the second claim, we may not refuse to renew this policy because of losses. A claim does not include a claim that is filed but is not paid or payable under the policy.

- d. If we refuse to renew this policy, we must deliver to you, or mail to you at your mailing address shown on the declarations page and any mortgagee named in the declarations page, written notice of refusal to renew no later than the 60th day before the date in which this policy expires. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision to refuse renewal, you may require us to renew the policy.

The following condition is added:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate limits of liability on your dwelling, other structures and personal property. But to help you do that we may, but are not obligated to, adjust your policy limits of liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new limits of liability. Payment of your renewal is all that is necessary to indicate your acceptance of the new limits of liability.

If you want to change the new limits of liability you may do so by contacting your insurance representative.

**Service of Process**

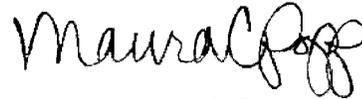
The address under Service of Process is changed to 15700 Long Vista Drive, Austin, Texas 78728.

The following provision is changed to read:

In witness whereof, the attorney-in-fact has executed this policy in Austin, Texas, binding the underwriters at Foremost Lloyds of Texas.



Michael J. Cok  
President



Maura C. Popp  
Secretary

COPY

\_\_\_\_\_  
\_\_\_\_\_

## Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

### Information We Collect

We may collect the following categories of personal information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
<b>Personal Identifiers</b>	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature
<b>Personal Characteristics</b>	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
<b>Commercial Information</b>	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
<b>Biometric Information</b>	Voice print, photo.
<b>Internet or Network activity</b>	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
<b>Geolocation</b>	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
<b>Audio, electronic, visual, olfactory</b>	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
<b>Professional information and Employment information/Education Information</b>	Job titles, work history, school attended, employment status, veteran, or military status.
<b>Education Information</b>	Job titles, work history, school attended, marital and family status, e-mail, telephone recordings.
<b>Inferences</b>	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
<b>Sensitive Personal Information</b>	Social security number, driver's license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.

### Purposes for Collection of Personal Information

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To provide a location-based product or service requested by you;
- To apply relevant discounts;

- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums, and payment history;
- Information from your visits to the websites we operate, use of our mobile sites, applications, use of our social media sites, and interaction with our online advertisements; and
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information and insurance claims history; and
- If you obtain a life, long-term or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

### **How Long Do You Retain My Information**

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

### **How We Protect Your Information**

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

### **Information We Disclose**

We do not disclose any nonpublic personal information about you as our customer or former customer, except as described in this notice. We may disclose the nonpublic personal information we collect about you, as described above to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, all as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Foremost or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information: (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization; and (3) otherwise as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

### **Sharing Information with Affiliates**

We will not disclose nonpublic personal information, as described above in **Information We Collect**, except with affiliates of Foremost as permitted by law including:

- Financial service providers, such as insurance companies and reciprocals, investment companies, underwriters, brokers/dealers; and

- Non-financial service providers, such as data processors, billing companies, and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transaction and experience information with you. We will not share with our affiliates information we receive from a credit reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history.

**Under the California Consumer Privacy Act ("CCPA"), California residents have the right to opt out of the sale of personal information to certain third parties.** Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form.

### **Modifications to our Privacy Policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties as permitted by law. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out or, if applicable, to opt-in.

### **Website and Mobile Privacy Policy**

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

### **Recipients of this Notice**

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

### **Affiliates**

The following is a list of some but not all of our affiliates: Farmers Insurance Group of Companies including Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, and Mid-Century Insurance Company, Bristol West Insurance Group including Bristol West Casualty Insurance Company, Bristol West Insurance Company, Bristol West Preferred Insurance Company, Coast National Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), and 21st Century Insurance & Financial Services including 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century National Insurance Company, 21st Century Premier Insurance Company, and 21st Century Security Insurance Company, Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

### **More Information about the Federal Laws?**

This notice is required by federal law. For more information, please contact us.

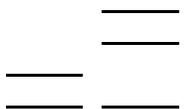
### **Any Questions?**

Please visit our website at [www.foremost.com](http://www.foremost.com).

Signed:           Foremost Insurance Company Grand Rapids, Michigan  
                      Foremost Signature Insurance Company  
                      Foremost Property and Casualty Insurance Company  
                      Foremost County Mutual Insurance Company  
                      Foremost Lloyds of Texas

The above is a list of the Foremost companies on whose behalf this notice is being sent.

COPY



A - 2 Car Garage

B - 5 car driveway

C - 2 car paver parking

610

A

B

C

N Lakeshore Dr

Christman Ct

Christman Ct

608

CITY OF ROCKWALL

ORDINANCE NO. 24-XX

SPECIFIC USE PERMIT NO. S-3XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *NON-OWNER-OCCUPIED SHORT-TERM RENTAL* ON A 0.25-ACRE PARCEL OF LAND IDENTIFIED AS LOT 2, BLOCK I, NORTHSORE, PHASE 2B ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Scott Popescu of Brookhaven Media for the approval of a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental* on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and being more specifically depicted and described in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall should be amended as follows:

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Rockwall, Texas;

**SECTION 1.** That the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing a *Non-Owner-Occupied Short-Term Rental* as stipulated by Subsection 01.02, *Land Use Schedule*, of Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

**SECTION 2.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 03.01, *General Residential Standards*, and Subsection 03.07, *Single-Family 10 (SF-10) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02]; and, Article 02, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the *Municipal Code of Ordinances* -- as heretofore amended and as may be amended in the Z2024-039: SUP for a STR

future --, and with the following conditions:

## 2.1. OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Non-Owner-Occupied Short-Term Rental* on the *Subject Property* and conformance to these conditions are required for continued operations:

- (1) The *Subject Property* shall conform to the information provided within the *Short-Term Rental Permit Application* depicted in *Exhibits 'B'* of this ordinance; and,
- (2) All unpermitted improvements on the *Subject Property* must be permitted or removed before the issuance of a *Short-Term Rental Permit*; and,
- (3) After the issuance of a *Short-Term Rental Permit and Registration* by the City of Rockwall, should the applicant allow this permit/registration to expire, lapse or be revoked by the City of Rockwall, this Specific Use Permit (SUP) shall automatically expire and be considered abandoned in accordance with Subsection 02.02, *Specific Use Permit (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC).

## 2.2. COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- (1) Upon obtaining a *Short-Term Rental Permit and Registration*, should the property owner/responsible party operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].

**SECTION 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

**SECTION 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.

**SECTION 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this

Z2024-039: SUP for a STR

at 610 Christan Court

Ordinance No. 24-XX; SUP # S-3XX

ordinance shall remain in full force and effect.

**SECTION 7.** That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 7<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
Trace Johannesen, *Mayor*

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, *City Secretary*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frank J. Garza, *City Attorney*

1<sup>st</sup> Reading: September 16, 2024

2<sup>nd</sup> Reading: October 7, 2024

**Exhibit 'A'**  
**Zoning Exhibit**

Address: 610 Christan Court

Legal Description: Lot 2, Block I, Northshore Phase 2B Addition



**City of Rockwall**

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.



**Exhibit 'B':**  
**Short-Term Rental Permit Application**



**SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION**

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

<b>STAFF USE ONLY</b>	
RECEIVED BY:	
DATE RECEIVED:	
STR PERMIT NO.	

**ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]**

- SP I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.
- SP I acknowledge that if three (3) violations/citations occur in any consecutive 12-month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for 12-months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.
- SP I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.
- SP I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.
- SP I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- as the owner of the subject property -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

**REGISTRATION TYPE**

- New Registration |  Renewal of an Existing Registration  
Was this property being used as a short-term rental prior to April 1, 2024?  Yes |  No

**PROPERTY INFORMATION [PLEASE PRINT]**

Address	610 Christan Ct. Rockwall, TX 75087	Zoning	SF-10
Subdivision	North Shore PH 2B	Lot	2
General Location	Off Route 66	Block	1

**TYPE OF SHORT-TERM RENTAL**

Please indicate the type of short-term rental being permitted and registered:

- SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX)** A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (i.e. occupies the primary structure) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.
- SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX)** A single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (i.e. the property owner or operator is not on-site as an occupant during the rental of the property).
- SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM)** An apartment or condominium (or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]) -- or a portion thereof -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

**PROPERTY OWNER INFORMATION [PLEASE PRINT]**

Name	Brookhaven Media	Phone	469-993-8222
Mailing Address	4153 Panther Ridge Ln	City	Plano
		State	TX
Email	Scott@brookhavenmedia.com	Zip Code	75074

**RESPONSIBLE PARTY [PLEASE PRINT]**

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

- Same as Property Owner

Name	Scott Popescu	Phone	469-993-8222
Mailing Address	4153 Panther Ridge Ln	City	Plano
		State	TX
Email	scott@brookhavenmedia.com	Zip Code	75074

SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • [P] (972) 771-7709

**Exhibit 'B'**  
**Short-Term Rental Permit Application**



**SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION**

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

**REQUIREMENTS CHECKLIST**

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- REGISTRATION FEE** A \$500.00 application fee payable to the City of Rockwall.
- SITE PLAN** A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- PICTURES** Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- one (1) per each façade of a structure -- and any on-site amenities.
- COMMERCIAL INSURANCE** Each *Short-Term Rental* shall be required to have and provide proof of general commercial insurance (or an equivalent) coverage of a minimum of \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00.
- DRIVER LICENSE** A copy of the driver license for the property owner and responsible party.

**GENERAL STANDARDS CHECKLIST**

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ADVERTISING** All advertising for the *Short-Term Rental* -- including online or on a proprietary website, application, or other technology -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- PARKING** The parking on the subject property currently conforms to the requirements of Table 5: *Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (i.e. gravel, pavers, asphalt, or concrete) and no guest or occupant will park on an unimproved surface (e.g. grass, vegetation, soil, etc.).
- EVACUATION PLAN** [ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR] An evacuation plan showing how to exit the building has been posted on the front door.
- TEMPORARY STRUCTURES** There are no temporary structures (i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles) being utilized as a *Short-Term Rental*.
- TRASH/RUBBISH/SOLID WASTE** There are enough City approved containers (i.e. a polycarts or approved garage cans) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- bagged or otherwise -- placed on the ground.
- SIGNAGE** No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- FIRE EXTINGUISHER** A standard five (5) pound fire extinguisher (i.e. 2A:10B:C) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- SMOKE AND CARBON MONOXIDE DETECTORS** Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- INGRESS/EGRESS** All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (i.e. windows and/or doors).
- SLEEPING ACCOMMODATIONS** There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- TENANT NOTIFICATION** The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [1] the property owner's and/or the Responsible Party's contact information and phone number; [2] pertinent information relating to the aforementioned standards (i.e. the location of the required off-street parking, the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.); [3] information to assist guests in the case of an emergency (i.e. emergency and non-emergency telephone numbers for police, fire, and medical services); and, [4] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

**RESPONSIBLE PARTY'S CERTIFICATION**

I hereby certify that I am the *Responsible Party* of the property identified in this application, and that my primary residence is located in Rockwall County. I further understand my responsibilities as the *Responsible Party* as stipulated by Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and consent to have my information posted online. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024

RESPONSIBLE PARTY'S SIGNATURE *Scott Popescu*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

**PROPERTY OWNER'S CERTIFICATION**

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024

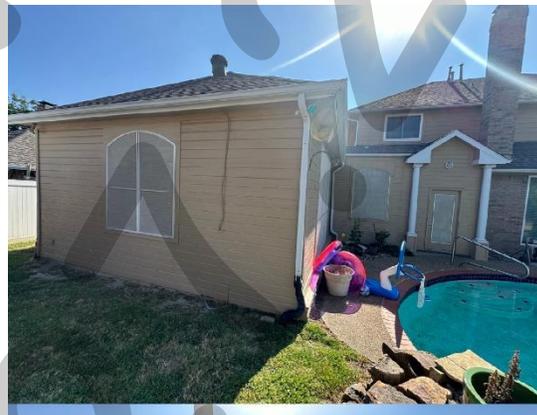
PROPERTY OWNER'S SIGNATURE *Scott Popescu*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

**SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • [P] (972) 771-7709**

**Exhibit 'C':**  
*Short-Term Rental Photographs*





# CITY OF ROCKWALL

## PLANNING AND ZONING COMMISSION CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

---

**TO:** Planning and Zoning Commission  
**DATE:** September 10, 2024  
**APPLICANT:** Scott Popescu; *Brookhaven Media*  
**CASE NUMBER:** Z2024-039; *Specific Use Permit (SUP) for a Short-Term Rental at 610 Christan Court*

---

### SUMMARY

Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a Specific Use Permit (SUP) for a *Short-Term Rental* on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 4153 Panther Ridge Lane, and take any action necessary.

### BACKGROUND

According to the City's annexation ordinances, the subject property was annexed on June 20, 1959 by *Ordinance No. 59-02 [Case No. A1959-002]*. According to the City's *Historic Zoning Maps*, the subject property was zoned Single-Family 2 (SF-2) District as of January 3, 1972. At some point between January 22, 1982 and May 16, 1983 the subject property was rezoned from Single-Family 2 (SF-2) District to Single-Family 10 (SF-10) District, according to the May 16, 1983 historic zoning map. On March 3, 1986, the City Council approved final plat that establish the subject property as Lot 2, Block I, Northshore Phase 2B Addition. According to Rockwall Central Appraisal District (RCAD), currently situated on the subject property is a 2,728 SF single family home that was constructed in 1993 and a 100 SF storage shed that was constructed in 2006.

### PURPOSE

The applicant -- *Scott Popescu* -- is requesting the approval of a Specific Use Permit (SUP) for the purpose of allowing a *Short-Term Rental (Non-Owner-Occupied Single-Family Home)* on the subject property that is located within 1,000-feet of an existing *Short-Term Rental (Non-Owner-Occupied Single-Family Home)*.

### ADJACENT LAND USES AND ACCESS

The subject property is addressed as 610 Christan Court. The land uses adjacent to the subject property are as follows:

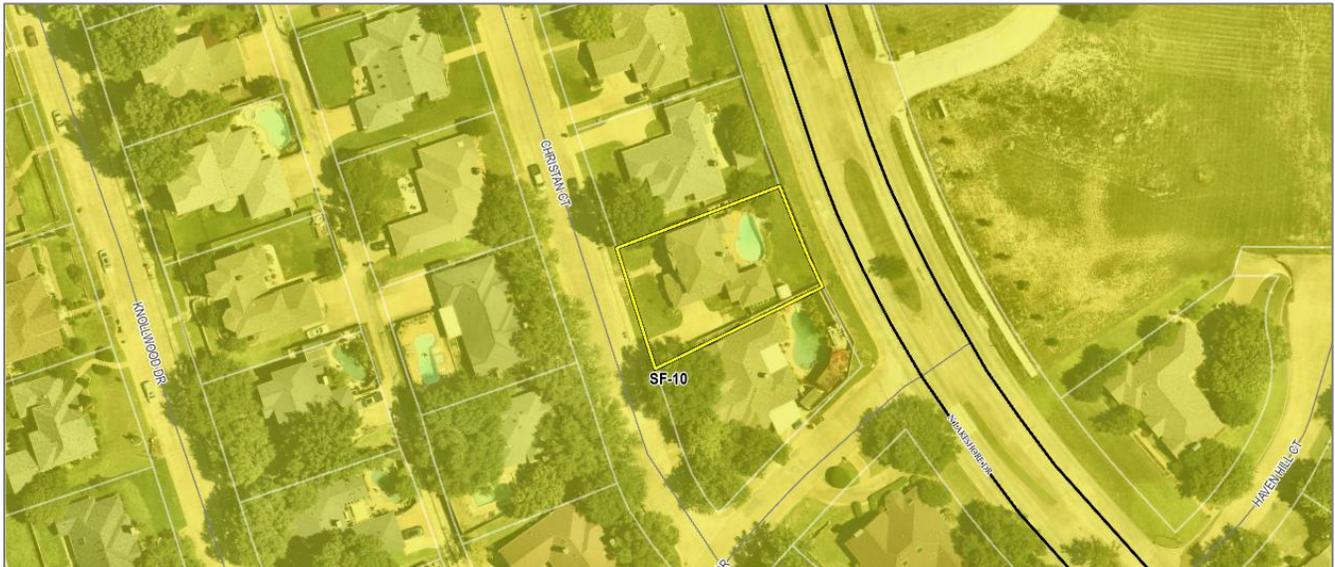
North: Directly north of the subject property are three (3) parcels of land (*i.e. Lots 3-5, Block I, Northshore Phase 2B Addition*) developed with single-family homes. Beyond this is Montclair Street, which is identified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Following this are two (2) parcels of land (*i.e. Lots 1 & 16, Block J, Northshore Phase 2B Addition*) developed within single-family homes. North of this is North Hills Drive, which is identified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. All of these properties are zoned Single-Family 10 (SF-10) District.

South: Directly south of the subject property is 0.2296-acre parcel of land (*i.e. Lot 1, Block I, Northshore Phase 2B Addition*) developed with a single-family home zoned Single-Family 10 (SF-10) District. Beyond this is Stoneybrook Drive, which is identified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Following this is the Northshore Phase 2A Subdivision, which consists of 80 single-family homes and is zoned Single-Family 10 (SF-10) District.

East: Directly east of the subject property is N. Lakeshore Drive, which is identified as a A4D (*i.e. arterial, four [4] lane, divided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 2.92-acre parcel of land (*i.e. Lot 1, Block A, St. Benedict's Anglican Church Addition*) developed with a *House of Worship (i.e. St. Benedict's Anglican Church)* zoned Single-Family 10 (SF-10) District.

West: Directly west of the subject property is the remainder of the Northshore Phase 2B Subdivision, which is zoned Single-Family 10 (SF-10) District. Beyond this is Lake Ray Hubbard.

MAP 1: LOCATION MAP  
YELLOW: SUBJECT PROPERTY



### **CHARACTERISTICS OF THE REQUEST AND CONFORMANCE TO THE CITY'S CODES**

On April 1, 2024, the City Council approved *Ordinance No. 24-10*, which amended both the Unified Development Code (UDC) and the Municipal Code of Ordinances for the purpose of creating zoning and regulatory restrictions for *Short-Term Rentals*. Specifically, this ordinance: [1] amended the *Permissible Land Use Charts* to create a *Short-Term Rental* land use, [2] created *Conditional Land Use Standards* for each type of *Short-Term Rental (i.e. Owner Occupied and Non-Owner Occupied)*, [3] created a *Short-Term Rental Permit and Registration Program*, [4] created *General Standards for Short-Term Rentals*, [5] established a minimum general commercial insurance coverage requirement, [6] established enforcement and penalty procedures, [7] required a responsible party as part of the permit and registration, [8] created an appeal process, and [9] established non-conforming rights for properties that were in operation prior to the adoption of the ordinance. As part of this process, staff sent out notices to all existing *Short-Term Rentals* in the City of Rockwall, and established a *grace period* from April 1, 2024 to July 1, 2024 to allow existing *Short-Term Rentals* the ability to submit for a *Short-Term Rental Permit and Registration*. During this *grace period* existing *Short-Term Rentals* were exempted from the proximity requirements established by the zoning ordinance.

According to Article 13, *Definitions*, of the Unified Development Code (UDC), a *Short-Term Rental* is defined as "... a residential dwelling unit, apartment, condominium, or *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* in which the entire structure or a portion thereof is offered for rent for a period exceeding 12-hours, but less than 30 consecutive days, to a particular occupant. In practice, a *Short-Term Rental* is considered to be a residential land use, and is not considered to be a *Limited-Service Hotel, Full-Service Hotel, Residence Hotel, Motel, or Bed and Breakfast* as defined in this Unified Development Code (UDC)". This definition section goes on to define a *Non-Owner Occupied Short-Term Rental* as "(a) single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*)." According to the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC), a *Non-Owner Occupied Short-Term Rental* is permitted in a Single-Family 10 (SF-10) District with the following conditions:

- (a) *Short-Term Rentals* that are *Non-Owner-Occupied* shall not be located within 1,000-feet of another *Short-Term Rental* that is *Non-Owner Occupied*; however, *Short-Term Rentals* that were in existence prior to April 1, 2024 that [1] meet the criteria established in Subsection 06.05, *Non-Conforming Short-Term Rentals*, of this Article, and [2] received a valid permit and registration -- in accordance with Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the *Municipal Code of Ordinances* -- prior to July 1, 2024 shall be exempted from the proximity requirements.
- (b) *Short-Term Rentals* that are *Non-Owner-Occupied* that do not meet proximity requirements may be considered on a case-by-case basis by the Planning and Zoning Commission and City Council through a *Specific Use Permit (SUP)*. In considering a *Specific Use Permit (SUP)* for a *Short-Term Rental* that is *Non-Owner-Occupied* the Planning and Zoning Commission and City Council shall consider the size, location, and impact of the proposed and existing *Short-Term Rentals* on the adjacent residential properties and their occupants.
- (c) The *Short-Term Rental* shall not incorporate accessory land uses that are not permitted within the underlying zoning district (e.g. *Banquet Facility/Event Hall* which includes *meeting halls* and *wedding venues*) as stipulated by the Permissible Use Charts.
- (d) In order to establish and operate a *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex)* in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the *Municipal Code of Ordinances*.

In this case, the applicant for the requested *Short-Term Rental (STR)* at 610 Christan Court has been in operation prior to the adoption of *Ordinance No. 24-10*, and did receive staff's notice about the grace period and pending registration; however, failed to apply for the *Short-Term Rental* prior to the deadline of July 1, 2024. When the applicant submitted the application for registration after July 1, 2024, it was determined that there was already a permitted *Non-Owner Occupied Short-Term Rental* within 795-feet of the subject property, and that the applicant's request failed to meet the proximity requirements to allow another *Non-Owner Occupied Short-Term Rental*. Based on this, the applicant was notified that a *Specific Use Permit (SUP)* would need to be requested before the *Short-Term Rental Permit* could be submitted and issued. In response to this, the applicant has provided the necessary permit application and photos of the property, which are included in the attached packet.



FIGURE 1: SUBJECT PROPERTY PROXIMITY TO EXISTING NON-OWNER-OCCUPIED SHORT-TERM RENTAL

**STAFF'S ANALYSIS**

When evaluating the *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental*, the Planning and Zoning Commission and City Council should assess the size, location, and impact of both the proposed and existing *Short-Term Rentals* on nearby residential properties and their occupants. This proposed *Short-Term Rental* is located 795-feet from an existing and permitted *Non-Owner-Occupied Short-Term Rental* (i.e. 1614 North Hills Drive) [Permit No. STR2024-2158] that accommodates up to ten (10) guests with four (4) bedrooms and three (3) bathrooms. The VRBO listing for the proposed *Short-Term Rental* advertises accommodations for up to 14 guests, featuring five (5) bedrooms and 3.5 bathrooms.

Staff should note that the Police Department did not have any reported incidence on the subject property since the property owner -- *Brookhaven Media* -- purchased the property in May of 2023. In addition, staff has confirmed that the proposed *Short-Term Rental* has not paid their local Hotel Occupancy Tax (*HOT Tax*) in the past. In addition, the applicant has not provided staff with the name of a local representative that resides in Rockwall County as required by the ordinance. With all this being said, this request for a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental (STR)* is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission.

## **NOTIFICATIONS**

On August 21, 2024, staff mailed 69 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Preserve and Hillcrest at the Shores Homeowners Associations (HOAs), which are the only homeowners associations or neighborhood organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was drafted, staff had received 13 notices back in opposition of the applicant's request.

## **CONDITIONS OF APPROVAL**

If the Planning and Zoning Commission chooses to recommend approval of the applicant's request for a Specific Use Permit (SUP) for a Non-Owner Occupied Short-Term Rental (STR), then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the Specific Use Permit (SUP) ordinance and which are detailed as follows:
  - (1) The *Subject Property* shall conform to the information provided within the Short-Term Rental Permit Application depicted in *Exhibits 'B'* of this ordinance; and,
  - (2) All unpermitted improvements on the *Subject Property* must be permitted or removed before the issuance of a Short-Term Rental Permit; and,
  - (3) After the issuance of a Short-Term Rental Permit and Registration by the City of Rockwall, should the applicant allow this permit/registration to expire, lapse or be revoked by the City of Rockwall, this Specific Use Permit (SUP) shall automatically expire and be considered abandoned in accordance with Subsection 02.02, Specific Use Permit (SUP), of Article 11, Development Applications and Review Procedures, of the Unified Development Code (UDC).
- (2) Upon obtaining a Short-Term Rental Permit and Registration, should the property owner/responsible party operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), Revocation, of Article 11, Development Applications and Revision Procedures, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

### PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

### SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

### ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

### OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

#### NOTES:

<sup>1</sup>: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

<sup>2</sup>: A **\$1,000.00** FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 610 Christan Ct. Rockwall, TX 75087

SUBDIVISION North Shore PH 2B

LOT

2

BLOCK

1

GENERAL LOCATION Off Route 66

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING SF-10

CURRENT USE A1 (Long term rental)

PROPOSED ZONING SF-10

PROPOSED USE Short term rental

ACREAGE .25

LOTS [CURRENT] 2

LOTS [PROPOSED] 2

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER Brookhaven Media

APPLICANT

CONTACT PERSON Scott Popescu

CONTACT PERSON

ADDRESS 4153 Panther Ridge Ln

ADDRESS

CITY, STATE & ZIP Plano, Texas 75074

CITY, STATE & ZIP

PHONE 469-993-8222

PHONE

E-MAIL scott@brookhavenmedia.com

E-MAIL

## NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Scott J. Popescu [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 16 DAY OF August, 2024 BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16th DAY OF August, 2024

OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





Z2024-039: Specific Use Permit (SUP) for a Short Term Rental at 610 Christian Court

Case Location Map = 



# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75087  
 (P): (972) 771-7745  
 (W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

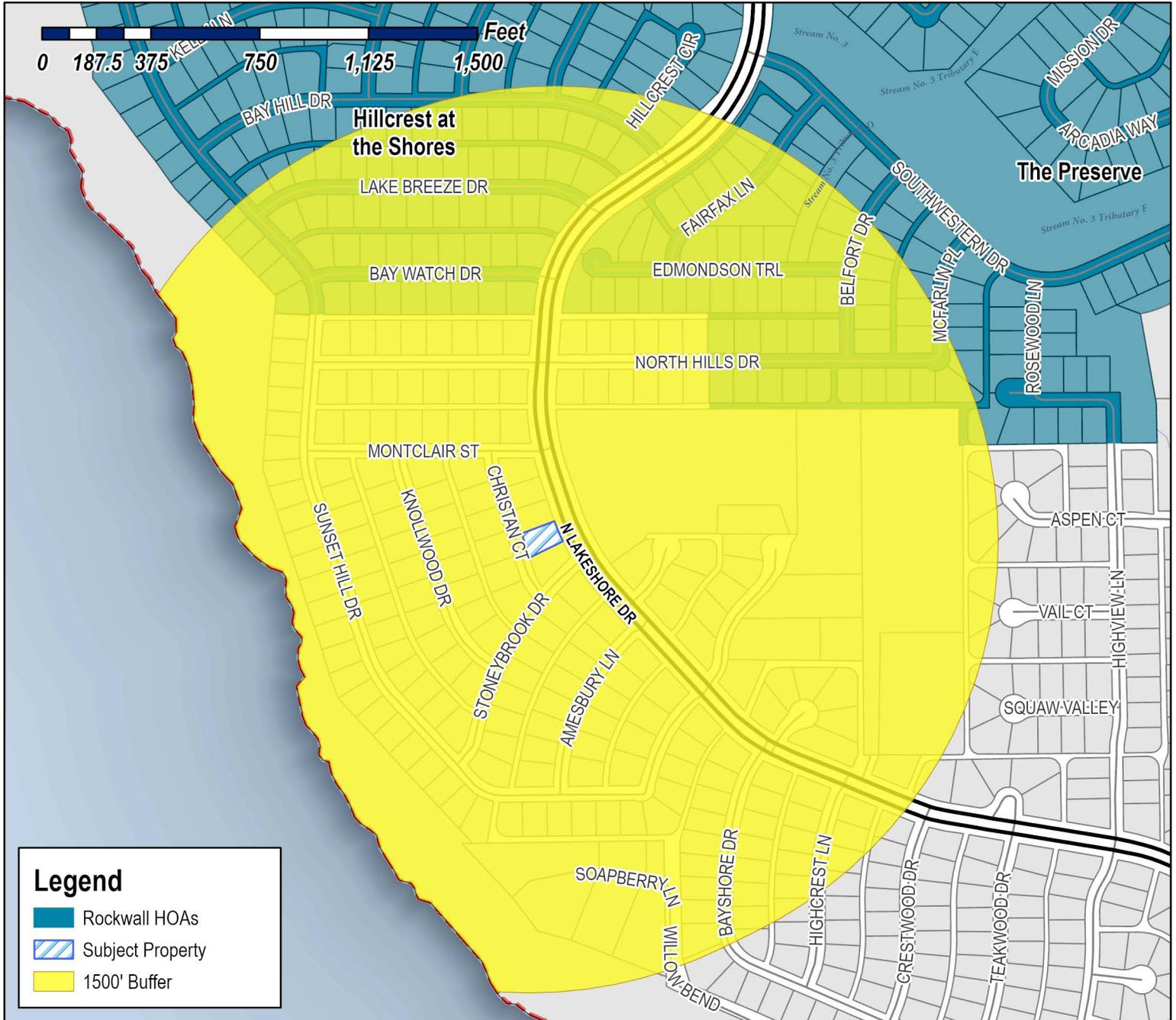




# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
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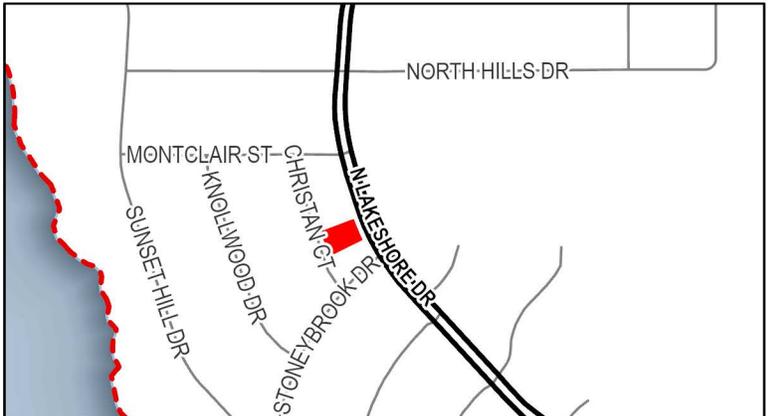
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**Legend**

- Rockwall HOAs
- Subject Property
- 1500' Buffer

**Case Number:** Z2024-024  
**Case Name:** SUP for a Short Term Rental  
**Case Type:** Zoning  
**Zoning:** Single-Family 10 (SF-10) District  
**Case Address:** 610 Christian Court



**Date Saved:** 8/16/2024  
 For Questions on this Case Call (972) 771-7745

**From:** [Zavala, Melanie](#)  
**Cc:** [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)  
**Subject:** Neighborhood Notification Email [Z2024-039]  
**Date:** Wednesday, August 21, 2024 2:47:46 PM  
**Attachments:** [Public Notice \(P&Z\) \(08.21.2024\).pdf](#)  
[HOA Map.pdf](#)

---

HOA/Neighborhood Association Representative:

Per your participation in the [Neighborhood Notification Program](#), you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on [Friday, August 22, 2024](#). The Planning and Zoning Commission will hold a public hearing on [Tuesday, September 10, 2024 at 6:00 PM](#), and the City Council will hold a public hearing on [Monday, September 16, 2024 at 6:00 PM](#). Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to [Planning@rockwall.com](mailto:Planning@rockwall.com) at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website: <https://sites.google.com/site/rockwallplanning/development/development-cases>.

Z2024-039: SUP for a Short Term Rental at 610 Christan Court  
Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a [Specific Use Permit \(SUP\)](#) for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and take any action necessary.

Thank you,

***Melanie Zavala***

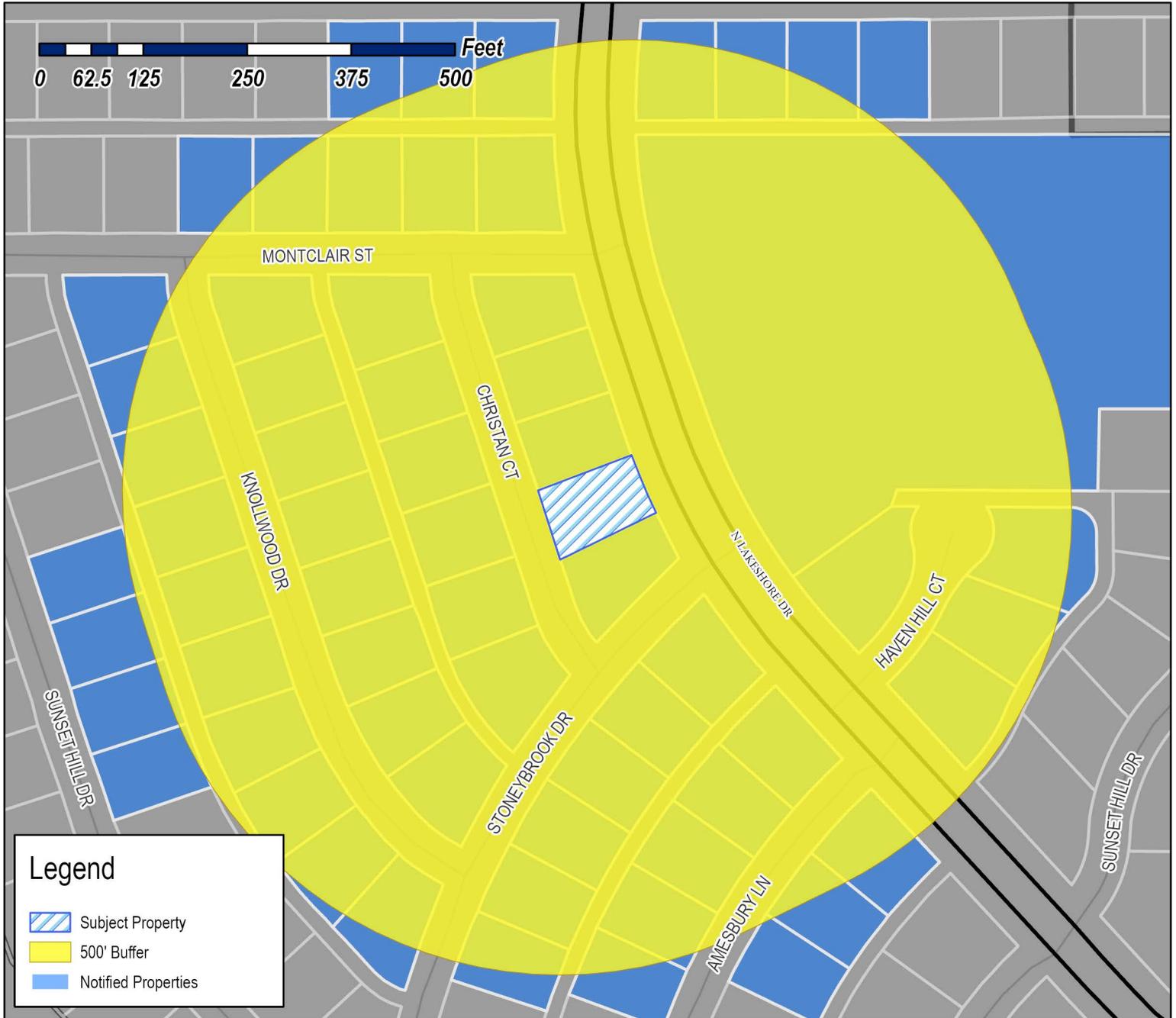
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall  
385 S. Goliad Street | Rockwall, TX 75087  
[Planning & Zoning Rockwall](#)  
972-771-7745 Ext. 6568



# City of Rockwall

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

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**Case Number:** Z2024-039  
**Case Name:** SUP for a Short Term Rental  
**Case Type:** Zoning  
**Zoning:** Single-Family 10 (SF-10) District  
**Case Address:** 610 Christan Court

**Date Saved:** 8/16/2024

For Questions on this Case Call: (972) 771-7745



SRP SUB, LLC  
1131 W WARNER RD STE 102  
SCOTTSDALE, AZ 85284

STILES LAURA S  
15 BREEZY KNOLL LN  
LAKE ST LOUIS, MO 63367

FRAGA JAVIER SANTOS  
1593 NORTH HILLS DR  
ROCKWALL, TX 75087

GONZALES JAMES E & DEENA L  
1595 HAVEN HILL CT  
ROCKWALL, TX 75087

MURAKHOVSKY VLADISLAV AND YANA  
1595 N HILLS DRIVE  
ROCKWALL, TX 75087

LANGFORD DAVID NEIL AND MELANIE HILBERT  
1597 HAVEN HILL COURT  
ROCKWALL, TX 75087

SHEEHAN JAMES C & JULIA  
1597 N HILLS DR  
ROCKWALL, TX 75087

VILLAPANDO ANTONIO & MARIA  
1599 HAVEN HILL CT  
ROCKWALL, TX 75087

WU MEIKI & KING CHUNG TSO  
1599 N HILLS DR  
ROCKWALL, TX 75087

JONES JOHNNY DEWAYNE & MARTHA A  
1600 N LAKESHORE DRIVE  
ROCKWALL, TX 75087

ONCEBAY EDSON DANIEL & JENNIFER B  
BAZZETTI BARRIENTOS  
1601 N HILLS DR  
ROCKWALL, TX 75087

HERNANDEZ SAMUEL  
1601 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

ORTIZ ADELLA J  
1602 AMESBURY LN  
ROCKWALL, TX 75087

SAMPSON DEAN & BARBARA KELLUM  
1602 MONTCLAIR DR  
ROCKWALL, TX 75087

CONFIDENTIAL  
1603 NORTH HILLS DRIVE  
ROCKWALL, TX 75087

SAENZ DIANA GONZALEZ  
1603 STONEYBROOK DR  
ROCKWALL, TX 75087

HAMMILL JOHN AND LISA  
1604 AMESBURY LANE  
ROCKWALL, TX 75087

PHILIPS PAUL AND PATRA M  
1604 MONTCLAIR ST  
ROCKWALL, TX 75087

SULLIVAN JESSICA AND KEVIN  
1605 AMESBURY LN  
ROCKWALL, TX 75087

CLARK LUTHER A ETUX  
1605 N HILLS DR  
ROCKWALL, TX 75087

FLORES AMIE ELAINE AND BALDEMAR SOSA  
1605 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

POWERS LISA A AND ROBERT H  
1606 AMESBURY LN  
ROCKWALL, TX 75087

JISTEL MICHAEL & SABRA  
1606 MONTCLAIR DR  
ROCKWALL, TX 75087

BOUK JOSHUA  
1607 AMESBURY LN  
ROCKWALL, TX 75087

SHIELDS CHARLENE  
1607 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

BURTON DAVID A & MARY KAY  
1608 AMESBURY LN  
ROCKWALL, TX 75087

BOULLION PAMELA S TOPPER  
1608 MONTCLAIR DR  
ROCKWALL, TX 75087

ADAMS BRAD AND KASHA  
1609 AMESBURY  
ROCKWALL, TX 75087

CASE DAVID L ETUX  
1609 STONEYBROOK DR  
ROCKWALL, TX 75087

TUCKER EARL W & MELINDA K  
1610 AMESBURY LN  
ROCKWALL, TX 75087

TOCHKOV KIRIL AND KARIN  
1610 MONTCLAIR DR  
ROCKWALL, TX 75087

SARVER WANDA & DONALD  
1611 STONEYBROOK DR  
ROCKWALL, TX 75087

RESIDENT  
1616 NORTH LAKESHORE DR  
ROCKWALL, TX 75087

ST BENEDICT ANGLICAN CHURCH-REFORMED  
EPISCOPAL  
304 GLENN AVENUE  
ROCKWALL, TX 75087

BROOKHAVEN MEDIA, LLC  
5909 HUDSON ST  
DALLAS, TX 75206

PUSKARICH THOMAS & EMILY  
607 CHRISTAN CT  
ROCKWALL, TX 75087

GLADNEY CATHERINE DIANE SELBY  
607 KNOLLWOOD DR  
ROCKWALL, TX 75087

GLENN W GOODRICH JR & KELLYE JAYE  
CRAWFORD REVOCABLE TRUST  
GLENN W GOODRICH JR & KELLYE JAYE  
CRAWFORD - TRUSTEES  
608 CHRISTAN CT  
ROCKWALL, TX 75087

GALLOWAY PRESTON AND BRITTANY  
609 CHRISTAN COURT  
ROCKWALL, TX 75087

MARY ANN OBRIEN REVOCABLE TRUST  
DANIEL F OBRIEN- TRUSTEE  
609 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
610 CHRISTAN CT  
ROCKWALL, TX 75087

TORKELSON KELLY L & STEVEN A  
610 KNOLLWOOD DR  
ROCKWALL, TX 75087

HAWKINS KRISTINA  
611 CHRISTAN CT  
ROCKWALL, TX 75087

GOLDIN MICHAEL & CAROL  
611 KNOLLWOOD DR  
ROCKWALL, TX 75087

STEWART-JOHNSON LOIS DIANNE  
612 CHRISTAN CT  
ROCKWALL, TX 75087

ELLIS TEX W & MONA E  
612 KNOLLWOOD DRIVE  
ROCKWALL, TX 75087

KIDDER CHRISTINA SHEA  
613 CHRISTAN CT  
ROCKWALL, TX 75087

SMITH BARRY & HEIDI  
613 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
614 KNOLLWOOD DR  
ROCKWALL, TX 75087

CARTER KAREN  
614 CHRISTAN COURT  
ROCKWALL, TX 75087

WALKER DIANE C AND MICHAEL W  
615 CHRISTAN CT  
ROCKWALL, TX 75087

COX MATTHEW AND HAYLEY  
615 KNOLLWOOD DRIVE  
ROCKWALL, TX 75087

HARMON ROBERT R & KIMBERLY  
616 CHRISTAN CT  
ROCKWALL, TX 75087

ETTER CHARLES W & LINDA L  
616 KNOLLWOOD DR  
ROCKWALL, TX 75087

GRIFFIN BILLY G AND PATRICIA L  
617 CHRISTAN CT  
ROCKWALL, TX 75087

SAENZ ORLANDO  
617 KNOLLWOOD DR  
ROCKWALL, TX 75087

HAMMONDS MARK & STEPHANIE  
618 KNOLLWOOD DR  
ROCKWALL, TX 75087

DYLONG RONALD C & PAULA S  
618 SUNSET HILL DR  
ROCKWALL, TX 75087

WILLIAMS ELESTER & HATTIE  
619 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
620 SUNSET HILL DR  
ROCKWALL, TX 75087

DEMEYER DANIEL T & ELAINE S  
620 KNOLLWOOD DR  
ROCKWALL, TX 75087

HOSACK ALLEN JAMES ETUX  
621 KNOLLWOOD DR  
ROCKWALL, TX 75087

UPTHEGROVE JOSHUA R  
622 KNOLLWOOD DR  
ROCKWALL, TX 75087

CARABALLO NATALIA TEMBONI  
622 SUNSET HILL DRIVE  
ROCKWALL, TX 75087

RESIDENT  
623 KNOLLWOOD DR  
ROCKWALL, TX 75087

EDWARDS BRYAN K & SUSAN L  
624 KNOLLWOOD DR  
ROCKWALL, TX 75087

CHANDLER WILLIAM E & LISA D  
624 SUNSET HILL DR  
ROCKWALL, TX 75087

AARON DONALD AND  
LAURA SAXON  
625 KNOLLWOOD DR  
ROCKWALL, TX 75087

MITCHELL JAMES B & TEENA L  
6309 GLENWOOD DR  
AMARILLO, TX 79119

# PUBLIC NOTICE



CITY OF ROCKWALL  
PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: PLANNING@ROCKWALL.COM

Property Owner and/or Resident of the City of Rockwall:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

## Z2024-039: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a *Specific Use Permit (SUP)* for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2024 at 6:00 PM, and the City Council will hold a public hearing on Monday, September 16, 2024 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

**Henry Lee**  
Rockwall Planning and Zoning Dept.  
385 S. Goliad Street  
Rockwall, TX 75087

You may also email your comments to the Planning Department at [planning@rockwall.com](mailto:planning@rockwall.com). If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, September 16, 2024 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

PLEASE RETURN THE BELOW FORM

## Case No. Z2024-039: SUP for a Short-Term Rental

Please place a check mark on the appropriate line below:

- I am in favor of the request for the reasons listed below.
- I am opposed to the request for the reasons listed below.

Four horizontal grey bars for providing reasons for support or opposition.

Name:   
Address:

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2024-039 SUP

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

Will lower the value of our homes in the Northshore subdivision. .

There is already a short term rental on this street.

Complaints from partying noise to people trespassing on other properties.

## Respondent Information

Please provide your information.

## First Name \*

Martha

Last Name \*

Cobb

Address \*

625 Sunset Hill Dr

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: .....

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: .....

This content is neither created nor endorsed by Google.

Google Forms

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

The rentals we have in our neighborhood now do not enhance the value of our property.

## Respondent Information

Please provide your information.

## First Name \*

Roland

Last Name \*

Cobb

Address \*

625 Sunset Hill Dr

City \*

Rockwall

State \*

Tx

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: .....

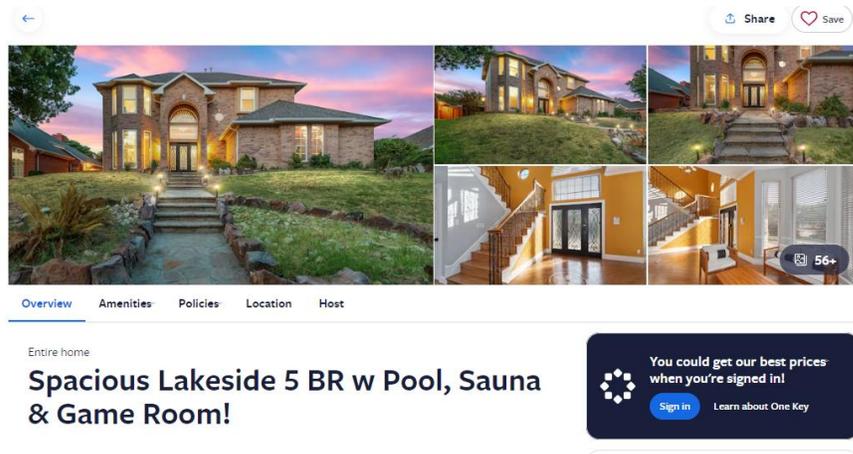
How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

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- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: .....

This content is neither created nor endorsed by Google.

Google Forms

610 Christan Court was sold in early June 2023 to Brookhaven Media, LLC. In mid-June I met a man claiming to be one of the owners. He stated that they were going to use the house as an Airbnb and that he and his team lived in Dallas. About two months later the house went live on both Airbnb and VRBO.



It was advertised as above, with a list of amenities and pictures making it look like a great party spot. The company did, however, include a list of policies that included being quiet at night.

As the house was rented, issues soon arose. They have had trailers in the yard and street, broken water lines on the pool, loud parties in the evenings, mounds of garbage in the yard, rodent and insect infestations and the yard and house have become run down. While there are cameras outside the property, the owners are not seen at the house and only minimal maintenance is ongoing.

Since owning the house, they have created mounds of garbage and trash. This is a review from their first customer:

Communication	4.6
Location	4.7
Value	4.2

**Gabe**  
Waco, Texas

★ ★ ★ ★ August 2023 · Stayed with kids

We arrived to piles of trash bags in the driveway and overflowing trash cans. Went inside and found the pool was disgusting. The filter wasn't on, the pool wasn't full, and it was covered in dead insects. Scott responded quickly and said the pool guy would be there in the morning and they'd offer a check out time 6 hours later. Next morning no hot water and the gas cooktop that wont light. Walked around and found the gas meter had a padlock on it. Scott says a tech is on his way. Don't hear from him until the next day that actually he will give us \$300 for cold showers and no stove. In the mean time all our ice cream melted and the milk was getting warm because the fridge couldn't keep the food to temperature. Trying to make things work because it was the kids last vacation of summer but cold showers, dirty pool, crumbly fridge equals not happy. Then insult me with \$300 on a \$1400 stay? Did raise it to \$500 but how about a full refund? Oh and bring your own grill, they don't have one.

**Response from Scott**  
September 2023

We are sorry that we could not leave on good terms but I would like to set the record straight that I did offer you a full refund after making your concerns known and provided you with several options to help mitigate your concern... [Show more](#)

**Tiffany**

The mounds of trash and garbage have been an ongoing nuisance, the trash being stored in the front yard, the back yard, and even the garage. These are recent photos from July after the house was rented. There was no effort to meet the Monday trash service and piles of trash sat until Thursday. When emptied, trash bins remain at the street until the next rental.



Trash has consistently been stored in the garage and back yard where it was out of site and out of mind. They previously made no effort to move trash to the curb for weeks at a time. This is still ongoing as this review states:

✓ Accuracy	4.3
🔍 Check-in	5.0
💬 Communication	4.6
📍 Location	4.7
💎 Value	4.2

 **Erika**  
Jonesboro, Arkansas

★☆☆☆☆ · July 2024 · Stayed with a pet

The images do not reflect the state of the pool, mattresses, or sleeping arrangements for 10 adults and 3 kids. We walked into a stench of rotting food. There were trash bags overflowing from the three outside bins and filling the garage with about 20 bags of heated trash bags. The rotting food smell was inescapable even beyond the bunk bed game room next to the entrance. The pool has staining and signs of extremely poor maintenance with overhead decking that's broken and hanging with nails exposed. There were cigarette butts, old charcoal, dirty socks, empty cans of bug spray, and popped balloons all around the back yard. Each of the mattresses were about 3 inches, making each beam felt when you sit on them. There were spaces to sleep for only 12- we booked for 13 guests. I contacted the phone number listed, and the host said a complete refund would be sent. This "mistake," blamed on the cleaning crew, caused us all to scramble to find somewhere to sleep. Still upset, but refunded.

The fallout of this collection of trash is an increased rodent and cockroach population. We have never had a problem with cockroaches, but now I am finding them in my yard. I have had my yard treated twice this year to combat insect issues. We do live near the lake, and rodents are around but they are now emboldened, digging in these trash piles and reproducing at new increased rates.

The exterior of the home has suffered. Any watering of the yard has ended and the majority of the plantings are now dead. While the yard is mowed, maintenance is basic at best. They are allowing weeds to grow in the sidewalks, and the back fence needs to be replaced.



There was a break in a water line associated with the pool, as well as a pump problem. Only after a neighbor and NIS were insistent did the owner repair the line and pump. This ended flooding of the street daily at @10:30 AM for over two months.

Two different groups renting the house arrived with trailers which were parked in the driveway and on the street. NIS has worked diligently to ensure we keep up the standards of the neighborhood.

Due to low ratings, Brookhaven Media LLC began to drop the nightly rate. It has been listed as low as \$218.00 per night on Airbnb and VRBO. This low rate has brought several questionable people to our neighborhood. Neighbors have called police due to a late-night weekend party recently.

The screenshot shows an Airbnb listing for a property titled "Spacious Lakeside 5 BR w Pool, Sauna & Game Room!". The listing includes a main image of the house at dusk and several smaller images showing the interior. The price is listed as "\$218 per night". The listing also shows the number of bedrooms (5), bathrooms (3+), and the number of people it can sleep (14). Popular amenities listed include a washer, air conditioning, pet-friendly, and a dryer. The listing is for a stay from September 8 to September 14, with 1 traveler. A sign-in prompt is visible, suggesting that the user is not logged in.



To summarize, these ongoing problems are exactly why Rockwall has enacted a permit system for Airbnb homes. This company is benefiting from the desirable location and amenities in Rockwall without making any effort to make our town better or even ensure it stays the same. As unpermitted renters they are not paying hotel/motel tax or contributing to our infrastructure. They have been less than responsive to any issue that has occurred and have been a bad actor on Rockwall's behalf with travelers.

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

1. Poor yard up keep 2. Trash piled up at garage and street 3. Rodents and large cockroaches in yard on fence coming into my property 4.no emergency contact provided to neighbors 5. Noise levels 6. Terrible reviews from occupants on the Airbnb site

## Respondent Information

Please provide your information.

## First Name \*

Lois

Last Name \*

Johnson

Address \*

613 christan ct

City \*

Rockwall

State \*

Tx

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: .....

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: .....

This content is neither created nor endorsed by Google.

Google Forms

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

Not appropriate for this area

## Respondent Information

Please provide your information.

## First Name \*

Karen

Last Name \*

Kille

Address \*

608 Sunset Hill Dr

City \*

Rockwall

State \*

TX

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: .....

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

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I read about the request in the Rockwall Herald Banner.

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Other: .....

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Google Forms

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Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

weekend late night traffic,

## Respondent Information

Please provide your information.

## First Name \*

Delma

Last Name \*

Perez

Address \*

1615 N Hills Dr

City \*

Rockwall

State \*

TX

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: .....

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

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My neighbors told me about the request.

Other: .....

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Google Forms

**From:** [Robert Powers](#)  
**To:** [Planning](#)  
**Subject:** Z2024-039 SUP for a short term rental  
**Date:** Wednesday, August 28, 2024 11:43:24 PM

---

From: Robert Powers/1606 Amesbury Lane 75087

Case #: Z2024-039 SUP for a short term rental

I am OPPOSED to the request for the reasons below:

Credible studies and first hand experience show the creation of transient properties undermine a neighborhood's social dynamic and lessens the ability of the neighborhood to maintain acceptable norms/behavior due to the frequent turn-over of short term renters.

Also there is evidence that neighborhoods with short term rentals trend upward in relation to police calls/activity and incur more complaints to governing authorities.

Hence, short term rentals tend to erode the natural ability of a given neighborhood to prevent disorder.

This does suggest that elevated numbers of "tourists" bring crime with them. However, it suggests a transient population often brings unsavory behaviors with them. Behaviors associated with vacationers at a get-away; which are less familiar or accepted in a residential neighborhood.

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

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# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

There is an AirBnB across the street from my house. There's a steady stream of strangers weekly, parking and blocking my entry sidewalk, sometimes loud parties. Worrisome to have such a large number of strangers partying across from me.

## Respondent Information

Please provide your information.

## First Name \*

Jamie

Last Name \*

Rubush

Address \*

1613 North Hills Drive

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
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Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

## Respondent Information

Please provide your information.

## First Name \*

William

Last Name \*

Chandler

Address \*

624 Sunset Hill Dr

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
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- My neighbors told me about the request.
- Other: .....

This content is neither created nor endorsed by Google.

Google Forms

# PUBLIC NOTICE



CITY OF ROCKWALL  
PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: PLANNING@ROCKWALL.COM

Property Owner and/or Resident of the City of Rockwall:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

## Z2024-039: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christian Court, and take any action necessary

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2024 at 6:00 PM, and the City Council will hold a public hearing on Monday, September 16, 2024 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

**Henry Lee**  
Rockwall Planning and Zoning Dept.  
385 S. Goliad Street  
Rockwall, TX 75087

You may also email your comments to the Planning Department at [planning@rockwall.com](mailto:planning@rockwall.com). If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, September 16, 2024 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning

USE THIS QR CODE  
TO GO DIRECTLY  
TO THE WEBSITE



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

PLEASE RETURN THE BELOW FORM

### Case No. Z2024-039: SUP for a Short-Term Rental

Please place a check mark on the appropriate line below:

I am in favor of the request for the reasons listed below.

I am opposed to the request for the reasons listed below.

*tr affia ; unknown renters*

Name: *Tom Hooton*  
Address: *605 Sunset Hill Dr Rockwall*

Tex. Loc. Gov. Code Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

# PUBLIC NOTICE



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PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: [PLANNING@ROCKWALL.COM](mailto:PLANNING@ROCKWALL.COM)

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----- PLEASE RETURN THE BELOW FORM -----

## Case No. Z2024-039: SUP for a Short-Term Rental

Please place a check mark on the appropriate line below:

- I am in favor of the request for the reasons listed below.  
 I am opposed to the request for the reasons listed below.

SEE ATTACHMENT

Name: **JULIA SHEEHAN**  
Address: **1597 N. HILLS DRIVE ROCKWALL, TX 75087**

Tex. Loc. Gov. Code Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

Short-term rentals destroy "neighborhood." Here today, gone tomorrow. A neighborhood full of short-term rentals is one that destroys the "community." Our area is zoned for home owners, not for commercial hotels.

Short-term renters have no ties to the local community. As a result, late night parties accompanied by loud music distrubs the community.

Short-term rental raises the potential for increased criminal activity, including drugs and theft.

Would this latest potential addition to the short-term rentals in Rockwall be within 1,000 feet of another short-term rental?

Additionally, computer record of Z2024-039 does not match the printout sent in the mail. The computer record lists 4153 Panther Ridge Lane as the address. This is located in Plano, not Rockwall. Clicking on "Document" link does not produce the PDF file but instead times out.

# PUBLIC NOTICE



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Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning



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----- PLEASE RETURN THE BELOW FORM -----

**Case No. Z2024-039: SUP for a Short-Term Rental**

**Please place a check mark on the appropriate line below:**

I am in favor of the request for the reasons listed below.

I am opposed to the request for the reasons listed below.

Noise, NOT SAFE

Name: Rachel Tso, Wu Meiki, Kingdung Tso  
Address: 1599 N Hills Dr., Rockwall, TX 75087

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE



# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

RECEIVED BY:

DATE RECEIVED:

STR PERMIT NO.

## ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]

- SP I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.
- SP I acknowledge that if three (3) violations/citations occur in any consecutive 12-month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for 12-months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.
- SP I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.
- SP I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.
- SP I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- as the owner of the subject property -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

## REGISTRATION TYPE

New Registration |  Renewal of an Existing Registration

Was this property being used as a short-term rental prior to April 1, 2024?  Yes |  No

## PROPERTY INFORMATION [PLEASE PRINT]

Address	610 Christan Ct. Rockwall, TX 75087	Zoning	SF-10		
Subdivision	North Shore PH 2B	Lot	2	Block	1
General Location	Off Route 66				

## TYPE OF SHORT-TERM RENTAL

Please indicate the type of short-term rental being permitted and registered:

- SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (*i.e. occupies the primary structure*) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.
- SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*).
- SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM). An apartment or condominium (*or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]*) -- or a portion thereof -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

## PROPERTY OWNER INFORMATION [PLEASE PRINT]

Name	Brookhaven Media	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	Scott@brookhavenmedia.com	Zip Code	75074		

## RESPONSIBLE PARTY [PLEASE PRINT]

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

Same as Property Owner

Name	Scott Popescu	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	scott@brookhavenmedia.com	Zip Code	75074		



# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

## REQUIREMENTS CHECKLIST

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- REGISTRATION FEE.** A \$500.00 application fee payable to the City of Rockwall.
- SITE PLAN.** A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- PICTURES.** Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities.
- COMMERCIAL INSURANCE.** Each *Short-Term Rental* shall be required to have and provide proof of general commercial insurance (*or an equivalent*) coverage of a minimum of \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00.
- DRIVER LICENSE.** A copy of the driver license for the property owner and responsible party.

## GENERAL STANDARDS CHECKLIST

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ADVERTISING.** All advertising for the *Short-Term Rental* -- including online or on a proprietary website, application, or other technology -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- PARKING.** The parking on the subject property currently conforms to the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (*i.e. gravel, pavers, asphalt, or concrete*) and no guest or occupant will park on an unimproved surface (*e.g. grass, vegetation, soil, etc.*).
- EVACUATION PLAN.** [ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR] An evacuation plan showing how to exit the building has been posted on the front door.
- TEMPORARY STRUCTURES.** There are no temporary structures (*i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles*) being utilized as a *Short-Term Rental*.
- TRASH/RUBBISH/SOLID WASTE.** There are enough City approved containers (*i.e. a polycarts or approved garage cans*) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- *bagged or otherwise* -- placed on the ground.
- SIGNAGE.** No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- FIRE EXTINGUISHER.** A standard five (5) pound fire extinguisher (*i.e. 2A:10B:C*) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- SMOKE AND CARBON MONOXIDE DETECTORS.** Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- INGRESS/EGRESS.** All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (*i.e. windows and/or doors*).
- SLEEPING ACCOMMODATIONS.** There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- TENANT NOTIFICATION.** The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [1] the property owner's and/or the *Responsible Party's* contact information and phone number; [2] pertinent information relating to the aforementioned standards (*i.e. the location of the required off-street parking; the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.*); [3] information to assist guests in the case of an emergency (*i.e. emergency and non-emergency telephone numbers for police, fire, and medical services*); and, [4] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

## RESPONSIBLE PARTY'S CERTIFICATION

I hereby certify that I am the *Responsible Party* of the property identified in this application, and that my primary residence is located in Rockwall County. I further understand my responsibilities as the *Responsible Party* as stipulated by Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and consent to have my information posted online. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

RESPONSIBLE PARTY'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

## PROPERTY OWNER'S CERTIFICATION

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

PROPERTY OWNER'S SIGNATURE Scott Popescu

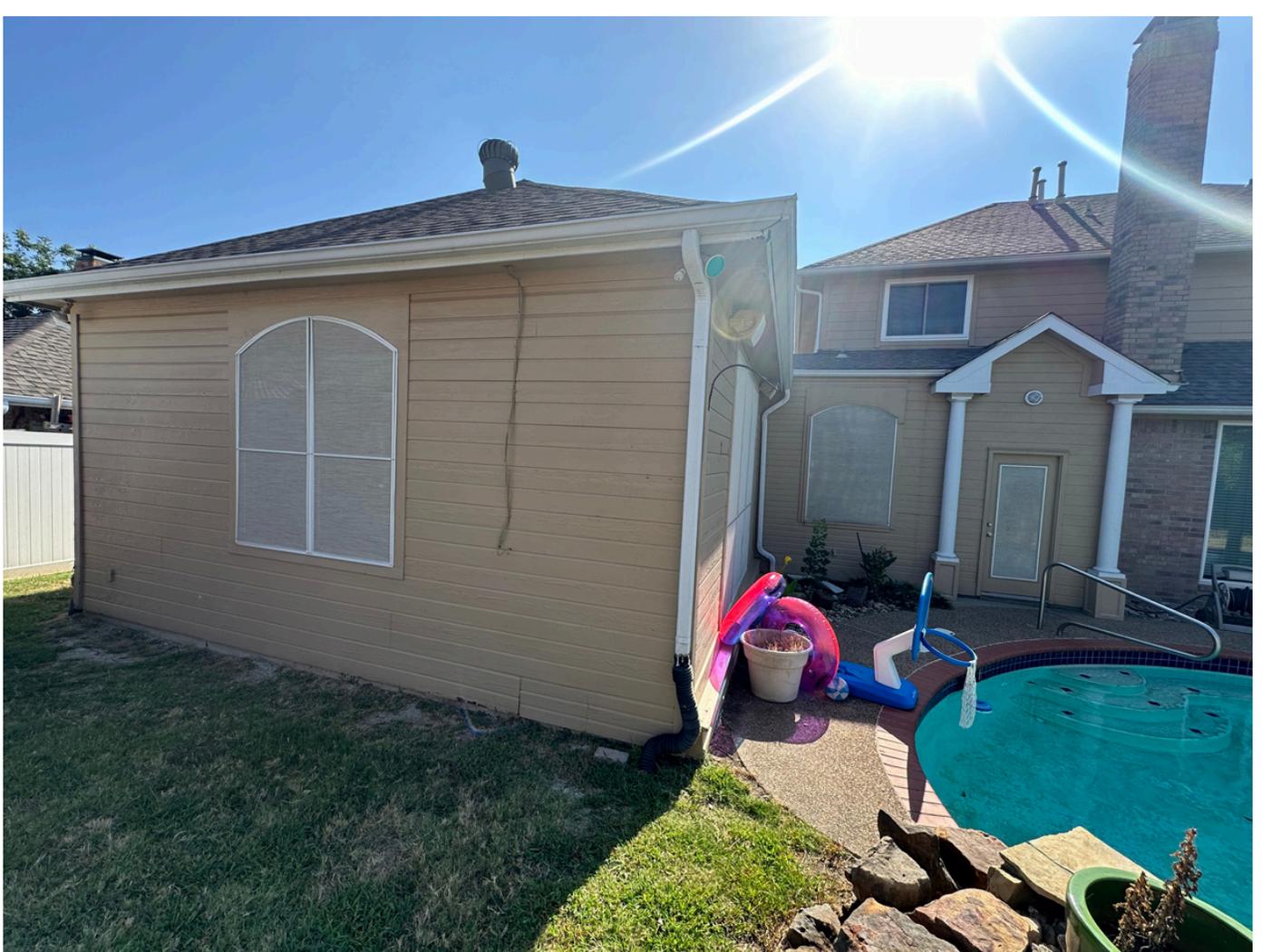
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES















A Policy From  
FOREMOST LLOYDS OF TEXAS

N RB 721530  
381-5012368551

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

42

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**THIS IS NOT A BILL**

COPY

Dear LLC. BROOKHAVEN MEDIA:

Your policy packet is enclosed. Please take a few minutes to read through the enclosed documents. This contract is your assurance of protection in case of an insured loss. Copies of your current policy forms are available upon your request. If you have any questions, please contact us at the address shown above or call us at (817) 567-8025 .

Thank you for choosing us for your insurance. We appreciate the opportunity to provide you coverage.

Sincerely,

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
89-0038-695

**P.S. Did you know . . . Electronic payments are available!**

To sign up for electronic payments, please go to **foremostpayonline.com**. You may choose to have us automatically withdraw your premium payments electronically from your designated account as they come due, or go to **foremostpayonline.com** to see your bill and make a payment. As always, simply call our billing service at 1-800-532-4221 with questions about your bill.

**Need to report a claim?** The Claims Contact Center is available to take your call 24 hours a day, seven days a week at 1-800-527-3907, or you may report a claim online at **Foremost.com**.

381 - 5012368551 - 02

Form 737818 07/13

COPY

—  
—

— —

The following disclosure is required by regulation of the U.S. Treasury Department.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

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## Important Notice About Your Deductible(s)

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount(s) of a deductible(s) to change.

Your policy does contain a provision which may indirectly cause the exact dollar amount(s) of your deductible(s) to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate Amounts of Insurance for Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property. To help you do that we may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the new Amounts of Insurance you may do so by contacting your insurance representative.

Adjustments to your Dwelling Amount of Insurance may change the exact dollar amount of your deductible(s) as follows:

1. Your deductible is calculated by multiplying your Dwelling Amount of Insurance by the percentage deductible you selected, subject to a minimum deductible of \$1,000.
2. If your policy includes a separate Tropical Cyclone Deductible, this deductible will be 2% of the Dwelling Amount of Insurance shown on the Declarations Page, subject to a minimum of \$1,000.
3. If you purchase Earthquake coverage, the Earthquake Coverage endorsement specifies that each earthquake loss is subject to a deductible, which is the greater of 10% of the Amount of Insurance shown on the Declarations Page for the coverage or \$1,000. Earthquake deductibles are applied to the lesser of the loss for each coverage or the Amount of Insurance for each coverage.

An increase in your Dwelling Amount of Insurance may increase the exact amount of any of those deductibles because they could be assessed as a percentage of your Amount of Insurance. Your Deductibles can be found on your Declarations Page. An explanation of your deductible can be found on Page 20 of your policy. If included, your Tropical Cyclone Deductible is explained in Endorsement 10319. Your Earthquake Deductible is explained in either Endorsement 7311 or 7312 if you purchased Earthquake Coverage.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your trust and confidence.

## Important Notice Regarding Flood Coverage

We are required to provide the following notification to you since your insurance policy does not provide coverage against loss caused by flooding.

Flood Insurance: You may also need to consider the purchase of flood insurance. Your policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase flood insurance coverage with your insurance agent or insurance company, or visit [www.floodsmart.gov](http://www.floodsmart.gov).

741865 07/19

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**FARMERS**  
INSURANCE

Underwritten by: **FOREMOST LLOYDS OF TEXAS**  
Administrative Office: P.O. Box 2450  
Grand Rapids, Michigan 49501

**RENEWAL  
DECLARATIONS PAGE  
FOREMOST LLOYDS OF TEXAS  
TEXAS DWELLING POLICY - FORM 3**

**POLICY NUMBER:** 381-5012368551-02

**RENEWAL OF:** 381-5012368551-01

**POLICY PERIOD EFFECTIVE DATE:** 06/01/24 **EXPIRATION DATE:** 06/01/25 **AT** 12:01 A.M. STANDARD TIME  
**AT THE LOCATION OF DESCRIBED PROPERTY**

**YOU AS NAMED INSURED/MAILING ADDRESS**

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**AGENT'S NAME, ADDRESS, AND PHONE NUMBER**

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

**AGENCY CODE:**  
890038695

**TELEPHONE:**  
(817) 567-8025

**LOCATION # 1**

**IMPORTANT RATING INFORMATION**

**LOCATION OF PROPERTY:** 610 CHRISTAN CT  
ROCKWALL TX 75087-3232

<b>CONSTRUCTION:</b> MASONRY VENEER	<b>TERRITORY:</b> N	<b>YR. BUILT:</b> 2008
<b>FAMILIES:</b> 1	<b>PROT. CLASS:</b> 2	<b>FORM:</b> TDP3
<b>OCCUPANCY:</b> VACATION & SHORT TER	<b>RESP. FIRE DEPT.:</b> ROCKWALL FS 1	<b>KEY RATE:</b>
<b>HYDRANT:</b> WITHIN 1,000 FEET	<b>COUNTY:</b> ROCKWALL	<b>CITY LIMIT:</b>
<b>FIRE DEPT.:</b> WITHIN 5 MILES		

**MORTGAGEE #1**

**LOAN NO.:** CC2023050233  
PLANET HOME LENDING LLC  
ISAOA / ATIMA  
PO BOX 5023  
TROY MI 48007-5023

**COVERAGES**

	LIMIT OF LIABILITY
COVERAGE A. DWELLING	\$ 506,224
OTHER STRUCTURES	\$ 50,622
COVERAGE B. PERSONAL PROPERTY	\$ 10,000
PERSONAL PROPERTY OFF PREMISES	\$ 1,000

**PERILS INSURED AGAINST**

	NORMAL	F.R.%	ACTUAL	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
DESCRIBED DWELLING - FIRE AND LIGHTNING	\$	\$			
			\$		2,011.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		4,032.00
ALL OTHER RISK OF PHYSICAL LOSS EXCEPT LOSSES EXCLUDED IN GENERAL EXCLUSIONS				\$	997.00
<hr/>					
PERSONAL PROPERTY - FIRE AND LIGHTNING	\$	\$			
			\$		30.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		23.00
COLLAPSE OF BUILDING, FALLING OBJECTS, FREEZING OF HOUSEHOLD APPLIANCES, VANDALISM AND MALICIOUS MISCHIEF.				\$	6.00

**ENDORSEMENT NUMBER AND TITLE ATTACHED TO POLICY**

	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11309 08/23 AMEND END W/15YR REPL LIMIT ON ROOF			INCLUDED
11391 03/13 TEXAS DWELLING POLICY - FORM 3			INCLUDED
10325 03/21 WATER DAMAGE COVERAGE LIMIT	\$ 50,000		\$ 175.00
10116 09/00 TDP-009 RESIDENCE GLASS			\$ 15.00

**DEDUCTIBLES (SECTION I ONLY)**

	AMOUNT OF DEDUCTIBLE
DEDUCTIBLE - ALL OTHER	\$5,062

**DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1**

	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
CLAIMS FREE	\$	-86.00
MASONRY	\$	-428.00
MULTI-POLICY	\$	-428.00
MULTIPLE PROPERTIES	\$	-855.00
TENANT SCREENING	\$	-171.00

<b>TOTAL ANNUAL POLICY PREMIUM</b>	<b>\$ 5,150.00</b>
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**OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY**

Processed: April 2, 2024

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## Important Notice About Your Deductible

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount of a deductible to change.

Your policy does contain a provision which may cause the exact dollar amount of your deductible to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate Limits of Liability on your Dwelling, Other Structures and Personal Property. To help you do that we may, but are not obligated to, adjust your policy Limits of Liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Limits of Liability. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Limits of Liability.

If you want to change the new Limits of Liability, you may do so by contacting your insurance representative.

Changes to your Dwelling Limit of Liability may change the exact dollar amount of your deductible as follows:

1. Your deductible is calculated by multiplying your Dwelling Limit of Liability by the percentage deductible you selected, subject to a minimum deductible of \$1,000. When your Limit of Liability increases, the exact amount of your deductible will increase.
2. If your dwelling is located in one of the following counties, your policy may contain a Tropical Cyclone Deductible.

Bee	Goliad	Hidalgo	Liberty	Wharton
Brooks	Hardin	Jackson	Orange	
Fort Bend	Harris	Jim Wells	Victoria	

A change to your Dwelling Limit of Liability may affect the exact amount of your deductible because that deductible could be assessed as a percentage of your Limit of Liability. Your Deductible can be found on Page 2 of your Declarations Page. An explanation of your deductible can be found on Page 6 of your policy or in Endorsement 10318, if your home is located in one of the counties listed above.

3. If your Declarations Page indicates you purchased a TDP3 policy, then Endorsement 11309 includes a Vacancy Condition. During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the Limit of Liability shown on the Declarations Page for Coverage A (Dwelling) and Coverage B (Personal Property) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy. When the terms of the Vacancy Condition are met, your deductible will also be reduced by 60%, subject to a minimum deductible of \$1,000.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your business.

# AMENDATORY ENDORSEMENT WITH FIFTEEN YEAR OLD OR OLDER ROOF COVERING LIMIT

(For use with Texas Dwelling Policy Form 3)

11309 08/23

This endorsement changes your policy. Please read this document carefully and keep it with your policy.

## DEFINITIONS

The following definitions are added:

"Business" means any full or part-time trade, profession or occupation engaged in for economic gain.

But business does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

"Remediation" means to treat, contain, remove, or dispose of mold, fungi or other microbes beyond that which is required to repair or replace the covered property physically damaged by water or steam.

"Remediation" includes any testing to detect, measure or evaluate mold, fungi, or other microbes and any decontamination of the dwelling on the described location or property.

"Roof covering" means the roofing material exposed to the weather and the underlayments applied for moisture protection. "Roof covering" includes but is not limited to vents, flashings, caps, turbines and piping.

"Vacant" means the absence of most of the furniture and other items needed for human occupancy as a dwelling.

"Unoccupied" means not being used as a dwelling. Any dwelling structure with no permanent resident is unoccupied even if it is fully furnished. While the permanent resident is temporarily absent from the dwelling, the dwelling will not be unoccupied.

## GENERAL EXCLUSIONS

Exclusion m. is changed to read:

### m. **Mold, Fungi, Bacteria or Other Microbes, or Wet or Dry Rot.**

- (1) We do not cover loss caused by or resulting from mold, fungi, bacteria or other microbes, or wet or dry rot, including:
  - (a) the cost for remediation for mold, fungi, bacteria or other microbes, or wet or dry rot; or
  - (b) any increase in expenses for Loss of Use and/or Debris Removal due to remediation for mold, fungi, bacteria or other microbes, or wet or dry rot.
- (2) The physical presence of mold, fungi, bacteria or other microbes, or wet or dry rot on that portion of covered property which must otherwise be repaired or replaced because of direct physical loss caused by any insured peril shall not result in the exclusion of such loss if it is otherwise covered under this policy.

The following exclusions are added:

- n. We do not cover loss caused by any business activity being conducted with or without your knowledge by any of you or any resident of the dwelling on the described location.
- o. We do not cover loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.

**DEDUCTIBLE** is changed to read:

**DEDUCTIBLE.** No deductible will be applied to COVERAGE A (DWELLING) in the event of a total loss unless stated otherwise in this policy.

No deductible will be applied to fire or lightning Losses unless stated otherwise in this policy.

All other losses insured by Coverage A (DWELLING) or Coverage B (PERSONAL PROPERTY) will be subject to the greater of \$1,000 or the deductible shown on the DECLARATIONS PAGE, unless stated otherwise in your policy.

## CONDITIONS

**6. Loss Settlement** is changed to read:

### 6. **Loss Settlement.** Property losses are settled:

#### **Dwelling Total Loss Payment Method**

A total loss occurs when your dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the limit of liability shown on the DECLARATIONS PAGE for COVERAGE A (DWELLING).

No deductible will be applied to a total loss to your dwelling unless stated otherwise in your policy.

#### **All Other Loss Payment Method**

- a. When an insured peril causes a loss, your loss to roof covering fifteen years old or older, personal property, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:
  - (1) the actual cash value at the time of loss determined with proper deduction for depreciation;
  - (2) the cost to repair or replace the damaged property with material of like kind and quality less deduction for depreciation; or
  - (3) the limit of liability shown on the Declarations Page.

b. When an insured peril causes a loss, your loss to dwelling and other structure(s) under Coverage A (Dwelling), except roof covering fifteen years old or older, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:

(1) If, at the time of loss, the Coverage A (DWELLING) limit of liability is 80% or more of the full replacement cost of the dwelling, we will pay the repair or replacement cost of the damaged building structure(s), without deduction for depreciation.

(2) If, at the time of loss, the Coverage A (DWELLING) limit of liability is less than 80% of the full replacement cost of the dwelling, we will pay only a proportionate share of the full replacement cost of the damaged building structure(s). Our share is equal to:

$$\text{Replacement Cost of the Loss} \times \frac{\text{Coverage A (DWELLING) limit of liability}}{80\% \text{ of Replacement Cost of the Dwelling}}$$

(3) If, at the time of loss, the actual cash value of the damaged building structure(s) is greater than the replacement cost determined under (1) or (2) above, we will pay the actual cash value up to the applicable limit of liability.

In determining the amount of insurance required to equal 80% of the full replacement cost of the dwelling, do not include the value of excavations, underground pipes, and wiring and foundations which are below the surface of the ground.

We will pay only the actual cash value of the damaged building structure(s) until repair or replacement is completed. Repair or replacement must be completed within 365 days after loss unless you request in writing that this time limit be extended for an additional 180 days. Upon completion of repairs or replacement, we will pay the additional amount claimed under replacement cost coverage, but our payment will not exceed the smallest of the following:

(1) the limit of liability under this policy applicable to the damaged or destroyed building structure(s);

(2) the cost to repair or replace that part of the building structure(s) damaged, with material of like kind and quality and for the same use and occupancy on the same premises; or

(3) the amount actually and necessarily spent to repair or replace the damaged building structure(s).

If you provide no verification that your roof covering is less than fifteen years old, your roof covering loss will be determined using 6. **Loss Settlement** a. above.

9. **Appraisal** is deleted and replaced with:

9. **Appraisal.**

a. The following definitions shall apply under this **Appraisal** clause:

(1) "**Claimed loss**" means your claim of direct physical loss or damage to property.

(2) "**Component parts**" of property means each of the constituent parts of the property. By way of example only, if the **claimed loss** is a roof, the component parts of property for a roof might include: the trusses, rafters, decking, underlayment, sheathing, drip edge, shingles, tiles or other outer covering, jack pipes, vents or skylights, and all other individual items or parts.

Each of these individual items or parts would also be "**component parts**" of your dwelling.

(3) "**Incurred property damage**" means the verifiable actual theft of or actual distinct and demonstrable physical injury to or destruction of property.

b. If you or we fail to agree on the actual cash value (including the replacement costs and depreciation/obsolescence) or the **incurred property damage** of your **claimed loss**, either you or we may make a written demand for appraisal. The appraisal shall be made strictly in accord with the terms of this appraisal clause. Neither you nor we may assign the right to demand appraisal, whether before or after loss or damage. Any assignment shall be void.

c. (1) Within 20 days of the receipt of a written demand for appraisal, you and we each shall:

- i. appoint a qualified individual person as an appraiser; and
- ii. notify the other in writing of the appraiser's name and contact information.

(2) In order for a person to be qualified to act as an appraiser, the person must be competent, independent, neutral and impartial. A person:

- i. who has performed, or who is employed by any entity which has performed any work, or a person who has provided any service for either you or us in relation to any **claimed loss** under this policy, whether or not such work or service has been or will be paid; or
- ii. who has performed or may perform, or who is employed by an entity which has performed or may perform repairs or replacement of your property;

shall not be qualified to serve as an appraiser.

(3) Upon acceptance of the appointment, each appraiser shall within 5 days disclose in writing to you and to us any known facts which a reasonable person may consider to affect independence, neutrality or impartiality of the appraiser, including without limitation:

- i. any financial or personal interest in the outcome of the appraisal; and
- ii. any current or previous relationship with you or us, or your or our counsel, other representative(s) or experts, or with the other appraiser.

d. You and we may provide the appraisers with estimates, expert opinions, appraisal forms or any information you or we believe to be relevant to the appraisal. Any such documents and information must also be provided to the other party. However, no civil discovery shall be conducted by either the appraisers, any umpire, or you or us during or for the preparation of the appraisal, and no court reporter shall be used. The rules of civil procedure and the rules of evidence shall not apply to the appraisal process, and no hearing shall be conducted by the appraisers at which either you or we provide any evidence pertaining to your **claimed loss**.

e. (1) The appraisers shall determine the **incurred property damage**, if any, to each of the **component parts** of that property for which you have **claimed loss**, and the actual cash value of the **incurred property damage**, as of date of the loss. In determining the actual cash value of the **incurred property damage**, the appraisers shall only use reasonable costs of materials of like kind and quality unless the policy expressly provides otherwise.

(2) The appraisal shall separately state and itemize the following for each individual **component part** of the **incurred property damage**:

- i. a description of each **component part** of the property;
- ii. a description of the distinct and demonstrable physical injury to or destruction of each **component part**, if any, without reference to what caused the damage;
- iii. a description of the reasonably necessary repairs or replacements for each **component part** of property;
- iv. the estimated costs of the reasonably necessary repairs or replacement(s) to each **component part** of property;

v. the estimated amount of proper depreciation and/or obsolescence to each **component part** of property; and

vi. the actual cash value of the **incurred property damage**.

Evidence of the reasonableness of the costs, and evidence that the materials are of like kind and quality, if the policy loss settlement requires like kind and quality settlement, shall also be included with the appraisal. As appropriate, the foregoing shall also apply to theft.

(3) The appraisers may consider and provide you and us with a separate statement of the estimated cost(s) for any repairs or replacements which may be required by building ordinances or laws, but the appraisers may not determine whether such amounts are covered under this insurance policy.

(4) The appraisers shall submit their written appraisal in accord with this part e., to both you and to us, and the amounts agreed upon by the appraisers will be the **incurred property damage** and the actual cash value (including the replacement costs and depreciation/obsolescence) of the **incurred property damage** to each **component part** of property for which you have **claimed loss**.

(5) The appraisers are not authorized to, and shall not decide the cause, or causes, of your **claimed loss** or any **incurred property damage**.

(6) The appraisers are not authorized to decide whether any **incurred property damage** is covered under this insurance policy.

f. (1) If the appraisers cannot agree on the **incurred property damage** or the actual cash value of the **incurred property damage**, you must notify us that you have selected an umpire within 10 days of receiving notice that an umpire is needed. Notice can be provided through your appraiser. If you do not select an umpire within the 10 day period, we will contact the firm below to select an umpire. Regardless of who makes the selection, we will then contact the firm below, pay any applicable administrative fee to engage the umpire, and provide the firm with contact information for both appraisers, the name of the insured, and the location of the property involved in the claim.

American Arbitration Association (AAA)  
Case Filing Services  
Attn: Foremost Texas Appraisal  
1101 Laurel Oak Road Ste 100  
Voorhees, New Jersey 08043  
Email: casefiling@adr.org (with subject matter  
as "Foremost Texas Appraisal")

- (2) Only if AAA advises you and us in writing that it cannot appoint an umpire may we then jointly request a judge of a district court in the judicial district where the **residence premises** is located to select an umpire. A judge of a district court does not include a commissioner or a judge of a county court at law, of a justice court, a municipal court, a probate court, or of a commissioner's court.
- (3) In order for a person to be qualified to act as an umpire under this appraisal clause, such person must be qualified and meet the conditions as required at part c.(2).
- (4) Upon the appointment of an umpire by AAA, or a district judge, the umpire shall within 5 days disclose in writing to you and to us the information required at part c.(3).
- (5) Within 20 days of a qualified umpire being appointed, each of the appraisers shall then submit to the umpire, and to both you and us, their appraisals. Their appraisals shall contain all of the information required in part e. above, and shall identify each specific matter upon which they disagree and explain in detail why they disagree. Both appraisers and the umpire shall then together meet and confer. The umpire shall then prepare an appraisal. A written appraisal in conformance with and setting forth all the information required in part e. above, agreed upon and signed by the umpire and either one of the two appraisers will determine the **incurred property damage** and the actual cash value of the **incurred property damage** of your **claimed loss**.
- (6) If a vacancy should occur regarding the umpire, the vacancy shall be filled in accord with the foregoing process by which the vacating umpire was appointed. Any appointed umpire is subject to (3) and (4) of this part f.
- g. Each party will pay the costs of the appraiser it chooses. The costs of the umpire and all other expenses of the appraisal will be shared and paid equally by you and us. If AAA appoints the umpire, we will pay AAA's costs.
- h. The appraisal shall not:
  - (1) determine whether your **claimed loss** or any **incurred property damage**, or any part thereof, is covered under this insurance policy;

- (2) determine the cause or causes of the **claimed loss** or any **incurred property damage**;
- (3) make any factual finding which directly or indirectly determines whether your **claimed loss** or **incurred property damage**, or any part thereof, is covered under this insurance policy.
- (4) interpret this insurance policy;
- (5) award or determine any interest or penalties;
- (6) award any amount for matching property which has not sustained **incurred property damage** with property that has sustained **incurred property damage**;
- (7) determine loss settlement under a loss settlement provision of this policy; or
- (8) be considered to be adjustment of your **claimed loss**.
- i. Any demand for appraisal must be made within the contractual suit limitations period stated in this policy. After that time neither you nor we may demand an appraisal.
- j. If you or we timely demand an appraisal, then upon request made by either you or us for abatement of any suit for or involving the **claimed loss**, the suit shall be abated until after an appraisal award is made in accord with this appraisal clause.
- k. Even after an appraisal award, we retain the right to deny any **claimed loss** or **incurred property damage**, or any part thereof.

**17. Vacancy** is changed to read:

**Vacancy.** During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the limit of liability shown on the Declarations Page for Coverage A (DWELLING) and Coverage B (PERSONAL PROPERTY) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy.

**22. Refusal to Renew.** is changed to read:

**22. Refusal to Renew.**

- a. We may not refuse to renew this policy because of claims for losses resulting from natural causes.
- b. We may not refuse to renew this policy solely because you are an elected official.
- c. We may refuse to renew this policy if you have filed three or more claims under the policy in any three year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing, that if you file a third claim during the three year period, we may refuse to renew this policy by providing you proper notice of our refusal to renew as provided in d. below. If we do not notify you after the second claim, we may not refuse to renew this policy because of losses. A claim does not include a claim that is filed but is not paid or payable under the policy.

- d. If we refuse to renew this policy, we must deliver to you, or mail to you at your mailing address shown on the declarations page and any mortgagee named in the declarations page, written notice of refusal to renew no later than the 60th day before the date in which this policy expires. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision to refuse renewal, you may require us to renew the policy.

The following condition is added:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate limits of liability on your dwelling, other structures and personal property. But to help you do that we may, but are not obligated to, adjust your policy limits of liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new limits of liability. Payment of your renewal is all that is necessary to indicate your acceptance of the new limits of liability.

If you want to change the new limits of liability you may do so by contacting your insurance representative.

**Service of Process**

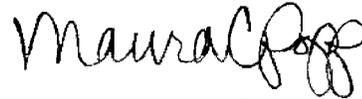
The address under Service of Process is changed to 15700 Long Vista Drive, Austin, Texas 78728.

The following provision is changed to read:

In witness whereof, the attorney-in-fact has executed this policy in Austin, Texas, binding the underwriters at Foremost Lloyds of Texas.



Michael J. Cok  
President



Maura C. Popp  
Secretary

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\_\_\_\_\_

## Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

### Information We Collect

We may collect the following categories of personal information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
<b>Personal Identifiers</b>	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature
<b>Personal Characteristics</b>	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
<b>Commercial Information</b>	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
<b>Biometric Information</b>	Voice print, photo.
<b>Internet or Network activity</b>	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
<b>Geolocation</b>	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
<b>Audio, electronic, visual, olfactory</b>	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
<b>Professional information and Employment information/Education Information</b>	Job titles, work history, school attended, employment status, veteran, or military status.
<b>Education Information</b>	Job titles, work history, school attended, marital and family status, e-mail, telephone recordings.
<b>Inferences</b>	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
<b>Sensitive Personal Information</b>	Social security number, driver's license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.

### Purposes for Collection of Personal Information

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To provide a location-based product or service requested by you;
- To apply relevant discounts;

- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums, and payment history;
- Information from your visits to the websites we operate, use of our mobile sites, applications, use of our social media sites, and interaction with our online advertisements; and
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information and insurance claims history; and
- If you obtain a life, long-term or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

#### **How Long Do You Retain My Information**

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

#### **How We Protect Your Information**

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

#### **Information We Disclose**

We do not disclose any nonpublic personal information about you as our customer or former customer, except as described in this notice. We may disclose the nonpublic personal information we collect about you, as described above to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, all as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Foremost or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information: (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization; and (3) otherwise as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

#### **Sharing Information with Affiliates**

We will not disclose nonpublic personal information, as described above in **Information We Collect**, except with affiliates of Foremost as permitted by law including:

- Financial service providers, such as insurance companies and reciprocals, investment companies, underwriters, brokers/dealers; and

- Non-financial service providers, such as data processors, billing companies, and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transaction and experience information with you. We will not share with our affiliates information we receive from a credit reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history.

**Under the California Consumer Privacy Act ("CCPA"), California residents have the right to opt out of the sale of personal information to certain third parties.** Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form.

### **Modifications to our Privacy Policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties as permitted by law. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out or, if applicable, to opt-in.

### **Website and Mobile Privacy Policy**

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

### **Recipients of this Notice**

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

### **Affiliates**

The following is a list of some but not all of our affiliates: Farmers Insurance Group of Companies including Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, and Mid-Century Insurance Company, Bristol West Insurance Group including Bristol West Casualty Insurance Company, Bristol West Insurance Company, Bristol West Preferred Insurance Company, Coast National Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), and 21st Century Insurance & Financial Services including 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century National Insurance Company, 21st Century Premier Insurance Company, and 21st Century Security Insurance Company, Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

### **More Information about the Federal Laws?**

This notice is required by federal law. For more information, please contact us.

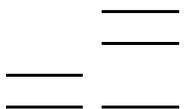
### **Any Questions?**

Please visit our website at [www.foremost.com](http://www.foremost.com).

Signed:           Foremost Insurance Company Grand Rapids, Michigan  
                      Foremost Signature Insurance Company  
                      Foremost Property and Casualty Insurance Company  
                      Foremost County Mutual Insurance Company  
                      Foremost Lloyds of Texas

The above is a list of the Foremost companies on whose behalf this notice is being sent.

COPY



A - 2 Car Garage

B - 5 car driveway

C - 2 car paver parking

610

A

B

C

N Lakeshore Dr

Christman Ct

Christman Ct

608

CITY OF ROCKWALL

ORDINANCE NO. 24-XX

SPECIFIC USE PERMIT NO. S-3XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *NON-OWNER-OCCUPIED SHORT-TERM RENTAL* ON A 0.25-ACRE PARCEL OF LAND IDENTIFIED AS LOT 2, BLOCK I, NORTHSHORE, PHASE 2B ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Scott Popescu of Brookhaven Media for the approval of a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental* on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and being more specifically depicted and described in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall should be amended as follows:

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Rockwall, Texas;

**SECTION 1.** That the Unified Development Code (UDC) [Ordinance No. 20-02] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing a *Non-Owner-Occupied Short-Term Rental* as stipulated by Subsection 01.02, *Land Use Schedule*, of Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [Ordinance No. 20-02] on the *Subject Property*; and,

**SECTION 2.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 03.01, *General Residential Standards*, and Subsection 03.07, *Single-Family 10 (SF-10) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [Ordinance No. 20-02]; and, Article 02, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the *Municipal Code of Ordinances* -- as heretofore amended and as may be amended in the Z2024-039: SUP for a STR

future --, and with the following conditions:

## 2.1. OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Non-Owner-Occupied Short-Term Rental* on the *Subject Property* and conformance to these conditions are required for continued operations:

- (1) The *Subject Property* shall conform to the information provided within the *Short-Term Rental Permit Application* depicted in *Exhibits 'B'* of this ordinance; and,
- (2) All unpermitted improvements on the *Subject Property* must be permitted or removed before the issuance of a *Short-Term Rental Permit*; and,
- (3) After the issuance of a *Short-Term Rental Permit and Registration* by the City of Rockwall, should the applicant allow this permit/registration to expire, lapse or be revoked by the City of Rockwall, this Specific Use Permit (SUP) shall automatically expire and be considered abandoned in accordance with Subsection 02.02, *Specific Use Permit (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC).

## 2.2. COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- (1) Upon obtaining a *Short-Term Rental Permit and Registration*, should the property owner/responsible party operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].

**SECTION 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

**SECTION 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.

**SECTION 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this

Z2024-039: SUP for a STR

at 610 Christan Court

Ordinance No. 24-XX; SUP # S-3XX

ordinance shall remain in full force and effect.

**SECTION 7.** That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 7<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
Trace Johannesen, *Mayor*

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, *City Secretary*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frank J. Garza, *City Attorney*

1<sup>st</sup> Reading: September 16, 2024

2<sup>nd</sup> Reading: October 7, 2024

**Exhibit 'A'**  
**Zoning Exhibit**

Address: 610 Christan Court

Legal Description: Lot 2, Block I, Northshore Phase 2B Addition



**City of Rockwall**

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.



Exhibit 'B':  
Short-Term Rental Permit Application



**SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION**

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY	
RECEIVED BY:	
DATE RECEIVED:	
STR PERMIT NO.	

**ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]**

- SP I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.
- SP I acknowledge that if three (3) violations/citations occur in any consecutive 12-month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for 12-months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.
- SP I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.
- SP I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.
- SP I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- as the owner of the subject property -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

**REGISTRATION TYPE**

New Registration |  Renewal of an Existing Registration

Was this property being used as a short-term rental prior to April 1, 2024?  Yes |  No

**PROPERTY INFORMATION [PLEASE PRINT]**

Address	610 Christan Ct. Rockwall, TX 75087	Zoning	SF-10		
Subdivision	North Shore PH 2B	Lot	2	Block	1
General Location	Off Route 66				

**TYPE OF SHORT-TERM RENTAL**

Please indicate the type of short-term rental being permitted and registered:

- SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX)** A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (i.e. occupies the primary structure) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.
- SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX)** A single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (i.e. the property owner or operator is not on-site as an occupant during the rental of the property).
- SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM)** An apartment or condominium (or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]) -- or a portion thereof -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

**PROPERTY OWNER INFORMATION [PLEASE PRINT]**

Name	Brookhaven Media	Phone	469-993-8222				
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX	Zip Code	75074
Email	Scott@brookhavenmedia.com						

**RESPONSIBLE PARTY [PLEASE PRINT]**

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

Same as Property Owner

Name	Scott Popescu	Phone	469-993-8222				
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX	Zip Code	75074
Email	scott@brookhavenmedia.com						

SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • [P] (972) 771-7709

**Exhibit 'B'**  
**Short-Term Rental Permit Application**



**SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION**

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

**REQUIREMENTS CHECKLIST**

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- REGISTRATION FEE** A \$500.00 application fee payable to the City of Rockwall.
- SITE PLAN** A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- PICTURES** Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities.
- COMMERCIAL INSURANCE** Each *Short-Term Rental* shall be required to have and provide proof of general commercial insurance (or an equivalent) coverage of a minimum of \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00.
- DRIVER LICENSE** A copy of the driver license for the property owner and responsible party.

**GENERAL STANDARDS CHECKLIST**

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ADVERTISING** All advertising for the *Short-Term Rental* -- including online or on a proprietary website, application, or other technology -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- PARKING** The parking on the subject property currently conforms to the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (i.e. gravel, pavers, asphalt, or concrete) and no guest or occupant will park on an unimproved surface (e.g. grass, vegetation, soil, etc.).
- EVACUATION PLAN** [ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR] An evacuation plan showing how to exit the building has been posted on the front door.
- TEMPORARY STRUCTURES** There are no temporary structures (i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles) being utilized as a *Short-Term Rental*.
- TRASH/RUBBISH/SOLID WASTE** There are enough City approved containers (i.e. a polycarts or approved garage cans) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- bagged or otherwise -- placed on the ground.
- SIGNAGE** No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- FIRE EXTINGUISHER** A standard five (5) pound fire extinguisher (i.e. 2A:10B:C) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- SMOKE AND CARBON MONOXIDE DETECTORS** Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- INGRESS/EGRESS** All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (i.e. windows and/or doors).
- SLEEPING ACCOMMODATIONS** There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- TENANT NOTIFICATION** The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [1] the property owner's and/or the Responsible Party's contact information and phone number; [2] pertinent information relating to the aforementioned standards (i.e. the location of the required off-street parking, the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.); [3] information to assist guests in the case of an emergency (i.e. emergency and non-emergency telephone numbers for police, fire, and medical services); and, [4] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

**RESPONSIBLE PARTY'S CERTIFICATION**

I hereby certify that I am the *Responsible Party* of the property identified in this application, and that my primary residence is located in Rockwall County. I further understand my responsibilities as the *Responsible Party* as stipulated by Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and consent to have my information posted online. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024

RESPONSIBLE PARTY'S SIGNATURE *Scott Popescu*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

**PROPERTY OWNER'S CERTIFICATION**

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024

PROPERTY OWNER'S SIGNATURE *Scott Popescu*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

**SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • [P] (972) 771-7709**

**Exhibit 'C':**  
*Short-Term Rental Photographs*





# CITY OF ROCKWALL

## CITY COUNCIL CASE MEMO

### PLANNING AND ZONING DEPARTMENT

385 S. GOLIAD STREET • ROCKWALL, TX 75087

PHONE: (972) 771-7745 • EMAIL: PLANNING@ROCKWALL.COM

---

**TO:** Mayor and City Council  
**DATE:** September 16, 2024  
**APPLICANT:** Scott Popescu; *Brookhaven Media*  
**CASE NUMBER:** Z2024-039; *Specific Use Permit (SUP) for a Short-Term Rental at 610 Christan Court*

---

### SUMMARY

Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a Specific Use Permit (SUP) for a *Short-Term Rental* on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 4153 Panther Ridge Lane, and take any action necessary.

### BACKGROUND

According to the City's annexation ordinances, the subject property was annexed on June 20, 1959 by *Ordinance No. 59-02 [Case No. A1959-002]*. According to the City's *Historic Zoning Maps*, the subject property was zoned Single-Family 2 (SF-2) District as of January 3, 1972. At some point between January 22, 1982 and May 16, 1983 the subject property was rezoned from Single-Family 2 (SF-2) District to Single-Family 10 (SF-10) District, according to the May 16, 1983 historic zoning map. On March 3, 1986, the City Council approved final plat that establish the subject property as Lot 2, Block I, Northshore Phase 2B Addition. According to Rockwall Central Appraisal District (RCAD), currently situated on the subject property is a 2,728 SF single family home that was constructed in 1993 and a 100 SF storage shed that was constructed in 2006.

### PURPOSE

The applicant -- *Scott Popescu* -- is requesting the approval of a Specific Use Permit (SUP) for the purpose of allowing a *Short-Term Rental (Non-Owner-Occupied Single-Family Home)* on the subject property that is located within 1,000-feet of an existing *Short-Term Rental (Non-Owner-Occupied Single-Family Home)*.

### ADJACENT LAND USES AND ACCESS

The subject property is addressed as 610 Christan Court. The land uses adjacent to the subject property are as follows:

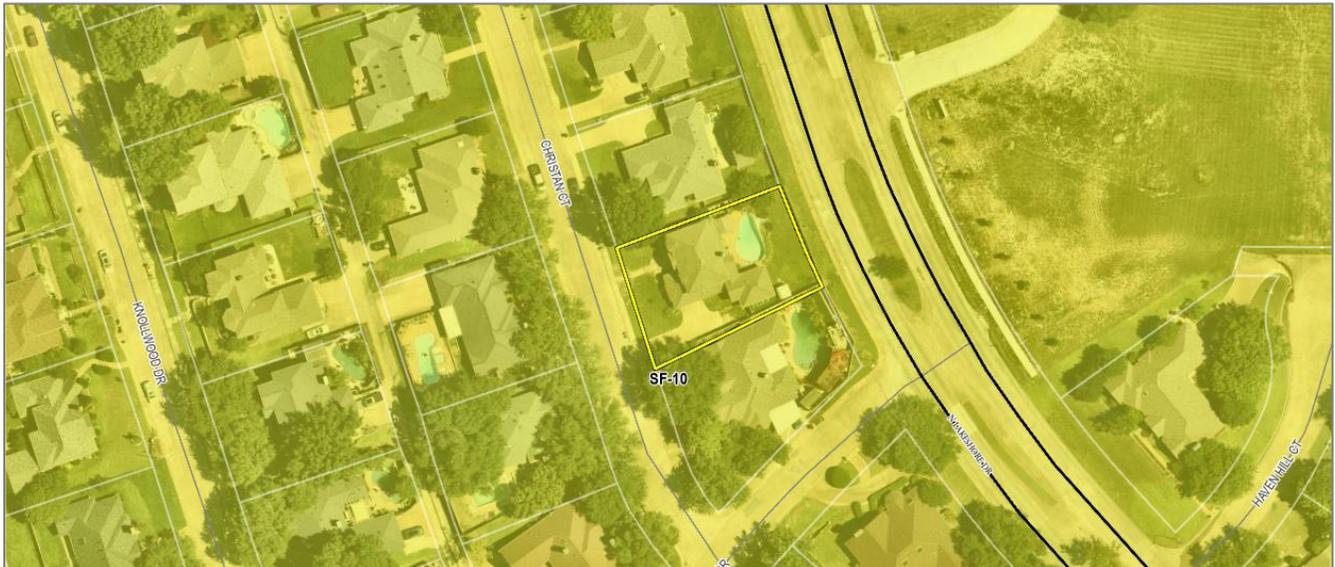
North: Directly north of the subject property are three (3) parcels of land (*i.e. Lots 3-5, Block I, Northshore Phase 2B Addition*) developed with single-family homes. Beyond this is Montclair Street, which is identified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Following this are two (2) parcels of land (*i.e. Lots 1 & 16, Block J, Northshore Phase 2B Addition*) developed within single-family homes. North of this is North Hills Drive, which is identified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. All of these properties are zoned Single-Family 10 (SF-10) District.

South: Directly south of the subject property is 0.2296-acre parcel of land (*i.e. Lot 1, Block I, Northshore Phase 2B Addition*) developed with a single-family home zoned Single-Family 10 (SF-10) District. Beyond this is Stoneybrook Drive, which is identified as a R2 (*i.e. residential, two [2] lane, undivided roadway*) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Following this is the Northshore Phase 2A Subdivision, which consists of 80 single-family homes and is zoned Single-Family 10 (SF-10) District.

East: Directly east of the subject property is N. Lakeshore Drive, which is identified as a A4D (i.e. arterial, four [4] lane, divided roadway) on the City's Master Thoroughfare Plan contained in the OURHometown Vision 2040 Comprehensive Plan. Beyond this is a 2.92-acre parcel of land (i.e. Lot 1, Block A, St. Benedict's Anglican Church Addition) developed with a House of Worship (i.e. St. Benedict's Anglican Church) zoned Single-Family 10 (SF-10) District.

West: Directly west of the subject property is the remainder of the Northshore Phase 2B Subdivision, which is zoned Single-Family 10 (SF-10) District. Beyond this is Lake Ray Hubbard.

MAP 1: LOCATION MAP  
YELLOW: SUBJECT PROPERTY



### **CHARACTERISTICS OF THE REQUEST AND CONFORMANCE TO THE CITY'S CODES**

On April 1, 2024, the City Council approved *Ordinance No. 24-10*, which amended both the Unified Development Code (UDC) and the Municipal Code of Ordinances for the purpose of creating zoning and regulatory restrictions for *Short-Term Rentals*. Specifically, this ordinance: [1] amended the *Permissible Land Use Charts* to create a *Short-Term Rental* land use, [2] created *Conditional Land Use Standards* for each type of *Short-Term Rental* (i.e. *Owner Occupied* and *Non-Owner Occupied*), [3] created a *Short-Term Rental Permit and Registration Program*, [4] created *General Standards for Short-Term Rentals*, [5] established a minimum general commercial insurance coverage requirement, [6] established enforcement and penalty procedures, [7] required a responsible party as part of the permit and registration, [8] created an appeal process, and [9] established non-conforming rights for properties that were in operation prior to the adoption of the ordinance. As part of this process, staff sent out notices to all existing *Short-Term Rentals* in the City of Rockwall, and established a *grace period* from April 1, 2024 to July 1, 2024 to allow existing *Short-Term Rentals* the ability to submit for a *Short-Term Rental Permit and Registration*. During this *grace period* existing *Short-Term Rentals* were exempted from the proximity requirements established by the zoning ordinance.

According to Article 13, *Definitions*, of the Unified Development Code (UDC), a *Short-Term Rental* is defined as "... a residential dwelling unit, apartment, condominium, or *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* in which the entire structure or a portion thereof is offered for rent for a period exceeding 12-hours, but less than 30 consecutive days, to a particular occupant. In practice, a *Short-Term Rental* is considered to be a residential land use, and is not considered to be a *Limited-Service Hotel, Full-Service Hotel, Residence Hotel, Motel, or Bed and Breakfast* as defined in this Unified Development Code (UDC)". This definition section goes on to define a *Non-Owner Occupied Short-Term Rental* as "(a) single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (i.e. the property owner or operator is not on-site as an occupant during the rental of the property)." According to the *Permissible Use Charts* contained in Article 04, *Permissible Uses*, of the Unified Development Code (UDC), a *Non-Owner Occupied Short-Term Rental* is permitted in a Single-Family 10 (SF-10) District with the following conditions:

- (a) *Short-Term Rentals* that are *Non-Owner-Occupied* shall not be located within 1,000-feet of another *Short-Term Rental* that is *Non-Owner Occupied*; however, *Short-Term Rentals* that were in existence prior to April 1, 2024 that [1] meet the criteria established in Subsection 06.05, *Non-Conforming Short-Term Rentals*, of this Article, and [2] received a valid permit and registration -- in accordance with Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the *Municipal Code of Ordinances* -- prior to July 1, 2024 shall be exempted from the proximity requirements.
- (b) *Short-Term Rentals* that are *Non-Owner-Occupied* that do not meet proximity requirements may be considered on a case-by-case basis by the Planning and Zoning Commission and City Council through a *Specific Use Permit (SUP)*. In considering a *Specific Use Permit (SUP)* for a *Short-Term Rental* that is *Non-Owner-Occupied* the Planning and Zoning Commission and City Council shall consider the size, location, and impact of the proposed and existing *Short-Term Rentals* on the adjacent residential properties and their occupants.
- (c) The *Short-Term Rental* shall not incorporate accessory land uses that are not permitted within the underlying zoning district (e.g. *Banquet Facility/Event Hall* which includes *meeting halls* and *wedding venues*) as stipulated by the Permissible Use Charts.
- (d) In order to establish and operate a *Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex)* in the City of Rockwall, a permit and registration shall be required in accordance with the requirements of Article 2, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the *Municipal Code of Ordinances*.

In this case, the applicant for the requested *Short-Term Rental (STR)* at 610 Christan Court has been in operation prior to the adoption of *Ordinance No. 24-10*, and did receive staff's notice about the grace period and pending registration; however, failed to apply for the *Short-Term Rental* prior to the deadline of July 1, 2024. When the applicant submitted the application for registration after July 1, 2024, it was determined that there was already a permitted *Non-Owner Occupied Short-Term Rental* within 795-feet of the subject property, and that the applicant's request failed to meet the proximity requirements to allow another *Non-Owner Occupied Short-Term Rental*. Based on this, the applicant was notified that a *Specific Use Permit (SUP)* would need to be requested before the *Short-Term Rental Permit* could be submitted and issued. In response to this, the applicant has provided the necessary permit application and photos of the property, which are included in the attached packet.



FIGURE 1: SUBJECT PROPERTY PROXIMITY TO EXISTING NON-OWNER-OCCUPIED SHORT-TERM RENTAL

**STAFF'S ANALYSIS**

When evaluating the *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental*, the Planning and Zoning Commission and City Council should assess the size, location, and impact of both the proposed and existing *Short-Term Rentals* on nearby residential properties and their occupants. This proposed *Short-Term Rental* is located 795-feet from an existing and permitted *Non-Owner-Occupied Short-Term Rental* (i.e. 1614 North Hills Drive) [Permit No. STR2024-2158] that accommodates up to ten (10) guests with four (4) bedrooms and three (3) bathrooms. The VRBO listing for the proposed *Short-Term Rental* advertises accommodations for up to 14 guests, featuring five (5) bedrooms and 3.5 bathrooms.

Staff should note that the Police Department did not have any reported incidence on the subject property since the property owner -- *Brookhaven Media* -- purchased the property in May of 2023. In addition, staff has confirmed that the proposed *Short-Term Rental* has not paid their local Hotel Occupancy Tax (*HOT Tax*) in the past. In addition, the applicant has not provided staff with the name of a local representative that resides in Rockwall County as required by the ordinance. With all this being said, this request for a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental (STR)* is a discretionary decision for the City Council pending a recommendation from the Planning and Zoning Commission.

## **NOTIFICATIONS**

On August 21, 2024, staff mailed 69 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Preserve and Hillcrest at the Shores Homeowners Associations (HOAs), which are the only homeowners associations or neighborhood organizations within 1,500-feet of the subject property participating in the Neighborhood Notification Program. Additionally, staff posted a sign on the subject property, and advertised the public hearings in the Rockwall Herald Banner as required by the Unified Development Code (UDC). At the time this report was drafted, staff had received 13 notices back in opposition of the applicant's request.

## **CONDITIONS OF APPROVAL**

If the City Council chooses to approve the applicant's request for a Specific Use Permit (SUP) for a *Non-Owner Occupied Short-Term Rental (STR)*, then staff would propose the following conditions of approval:

- (1) The applicant shall be responsible for maintaining compliance with the operational conditions contained in the Specific Use Permit (SUP) ordinance and which are detailed as follows:
  - (1) The *Subject Property* shall conform to the information provided within the Short-Term Rental Permit Application depicted in *Exhibits 'B'* of this ordinance; and,
  - (2) All unpermitted improvements on the *Subject Property* must be permitted or removed before the issuance of a *Short-Term Rental Permit*; and,
  - (3) After the issuance of a *Short-Term Rental Permit and Registration* by the City of Rockwall, should the applicant allow this permit/registration to expire, lapse or be revoked by the City of Rockwall, this Specific Use Permit (SUP) shall automatically expire and be considered abandoned in accordance with Subsection 02.02, *Specific Use Permit (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC).
- (2) Upon obtaining a *Short-Term Rental Permit and Registration*, should the property owner/responsible party operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].

## **PLANNING AND ZONING COMMISSION**

On September 10, 2024, the Planning and Zoning Commission approved a motion to recommend denial of the SUP by a vote of 7-0. According to Subsection 02.03(G), *Protest of a Zoning Change*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC), if a zoning change "...is recommended for denial by the Planning and Zoning Commission, such zoning change or Specific Use Permit (SUP) shall require a supermajority vote (*i.e. a three-fourths vote of those members present*), with a minimum of four (4) votes in the affirmative required for approval."



# DEVELOPMENT APPLICATION

City of Rockwall  
Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. \_\_\_\_\_

**NOTE:** THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

### PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE) <sup>1</sup>
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- FINAL PLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- REPLAT (\$300.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

### SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE) <sup>1</sup>
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

### ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE) <sup>1</sup>
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE) <sup>1 & 2</sup>
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE) <sup>1</sup>

### OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00) <sup>2</sup>

#### NOTES:

<sup>1</sup>: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.

<sup>2</sup>: A **\$1,000.00** FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

## PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 610 Christan Ct. Rockwall, TX 75087

SUBDIVISION North Shore PH 2B

LOT

2

BLOCK

1

GENERAL LOCATION Off Route 66

## ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING SF-10

CURRENT USE A1 (Long term rental)

PROPOSED ZONING SF-10

PROPOSED USE Short term rental

ACREAGE .25

LOTS [CURRENT] 2

LOTS [PROPOSED] 2

**SITE PLANS AND PLATS:** BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

## OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER Brookhaven Media

APPLICANT

CONTACT PERSON Scott Popescu

CONTACT PERSON

ADDRESS 4153 Panther Ridge Ln

ADDRESS

CITY, STATE & ZIP Plano, Texas 75074

CITY, STATE & ZIP

PHONE 469-993-8222

PHONE

E-MAIL scott@brookhavenmedia.com

E-MAIL

## NOTARY VERIFICATION [REQUIRED]

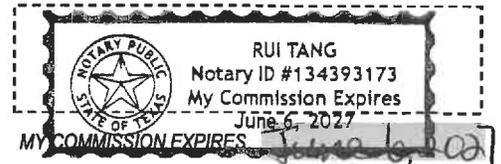
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Scott J. Popescu [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 16 DAY OF August, 2024 BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16th DAY OF August, 2024

OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





Z2024-039: Specific Use Permit (SUP) for a Short Term Rental at 610 Christian Court

Case Location Map = 



# City of Rockwall

Planning & Zoning Department  
 385 S. Goliad Street  
 Rockwall, Texas 75087  
 (P): (972) 771-7745  
 (W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.

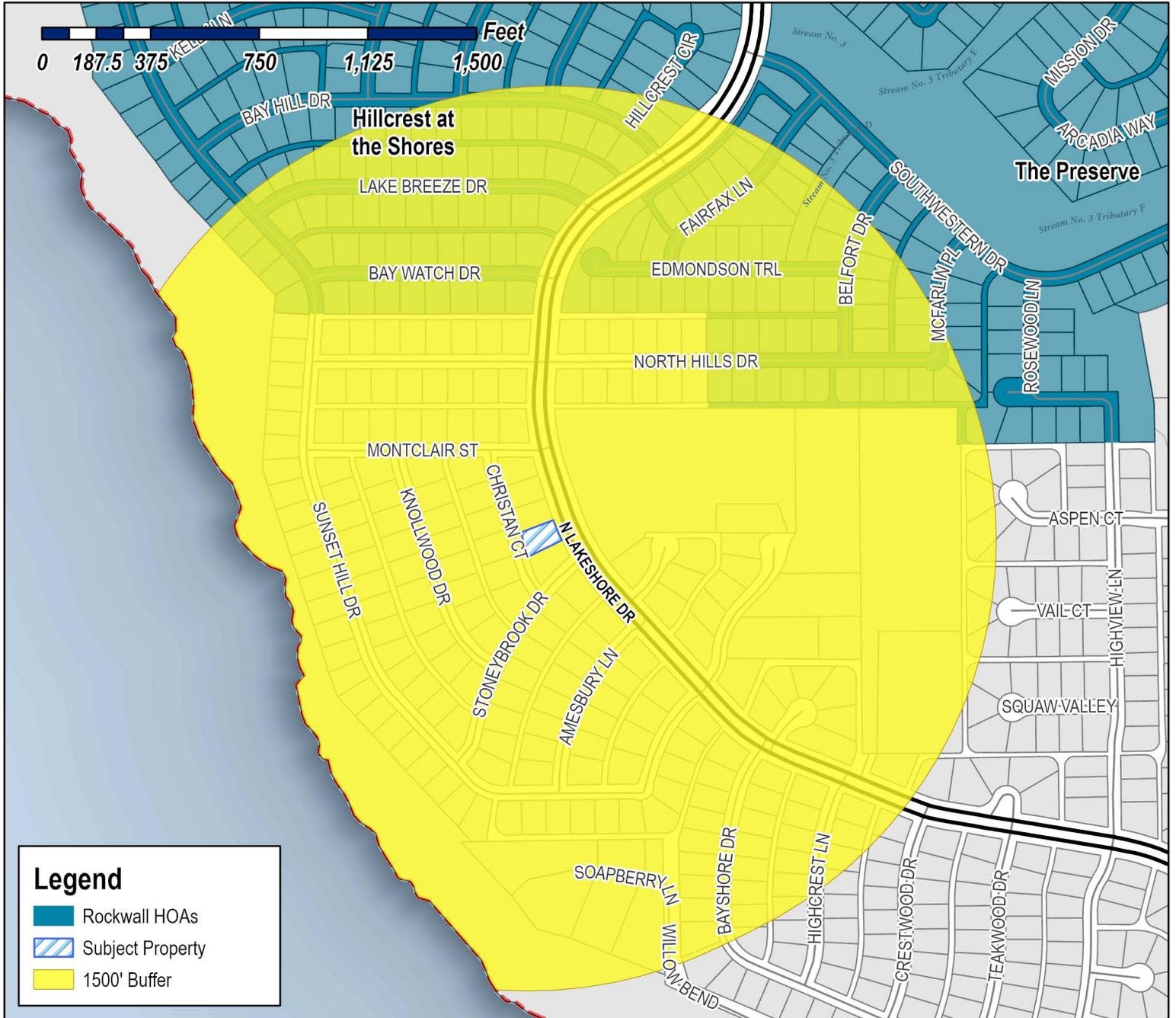




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**Case Number:** Z2024-024  
**Case Name:** SUP for a Short Term Rental  
**Case Type:** Zoning  
**Zoning:** Single-Family 10 (SF-10) District  
**Case Address:** 610 Christian Court



**Date Saved:** 8/16/2024  
 For Questions on this Case Call (972) 771-7745

**From:** [Zavala, Melanie](#)  
**Cc:** [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)  
**Subject:** Neighborhood Notification Email [Z2024-039]  
**Date:** Wednesday, August 21, 2024 2:47:46 PM  
**Attachments:** [Public Notice \(P&Z\) \(08.21.2024\).pdf](#)  
[HOA Map.pdf](#)

---

HOA/Neighborhood Association Representative:

Per your participation in the [Neighborhood Notification Program](#), you are receiving this notice to inform your organization that a zoning case has been filed with the City of Rockwall that is located within 1,500-feet of the boundaries of your neighborhood. As the contact listed for your organization, you are encouraged to share this information with the residents of your subdivision. Please find the attached map detailing the property requesting to be rezoned in relation to your subdivision boundaries. Additionally, below is the summary of the zoning case that will be published in the Rockwall Herald Banner on [Friday, August 22, 2024](#). The Planning and Zoning Commission will hold a public hearing on [Tuesday, September 10, 2024 at 6:00 PM](#), and the City Council will hold a public hearing on [Monday, September 16, 2024 at 6:00 PM](#). Both hearings will take place at 6:00 PM at City Hall, 385 S. Goliad, Rockwall, TX 75087.

All interested parties are encouraged to submit public comments via email to [Planning@rockwall.com](mailto:Planning@rockwall.com) at least 30 minutes in advance of the meeting. Please include your name, address, and the case number your comments are referring to. These comments will be read into the record during each of the public hearings. Additional information on all current development cases can be found on the City's website: <https://sites.google.com/site/rockwallplanning/development/development-cases>.

Z2024-039: SUP for a Short Term Rental at 610 Christan Court  
Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a [Specific Use Permit \(SUP\)](#) for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and take any action necessary.

Thank you,

***Melanie Zavala***

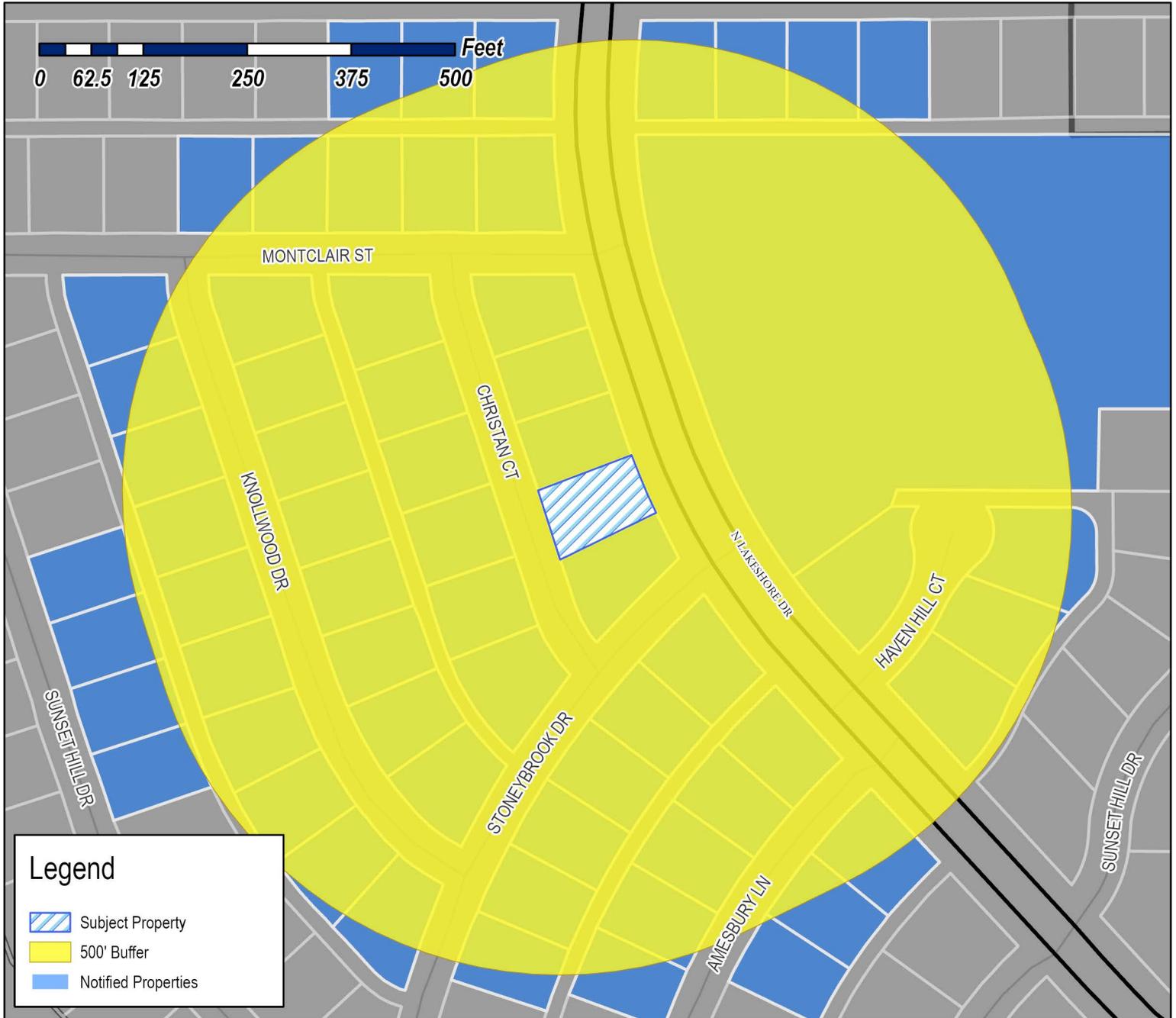
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall  
385 S. Goliad Street | Rockwall, TX 75087  
[Planning & Zoning Rockwall](#)  
972-771-7745 Ext. 6568



# City of Rockwall

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385 S. Goliad Street  
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**Case Number:** Z2024-039  
**Case Name:** SUP for a Short Term Rental  
**Case Type:** Zoning  
**Zoning:** Single-Family 10 (SF-10) District  
**Case Address:** 610 Christan Court

**Date Saved:** 8/16/2024

For Questions on this Case Call: (972) 771-7745



SRP SUB, LLC  
1131 W WARNER RD STE 102  
SCOTTSDALE, AZ 85284

STILES LAURA S  
15 BREEZY KNOLL LN  
LAKE ST LOUIS, MO 63367

FRAGA JAVIER SANTOS  
1593 NORTH HILLS DR  
ROCKWALL, TX 75087

GONZALES JAMES E & DEENA L  
1595 HAVEN HILL CT  
ROCKWALL, TX 75087

MURAKHOVSKY VLADISLAV AND YANA  
1595 N HILLS DRIVE  
ROCKWALL, TX 75087

LANGFORD DAVID NEIL AND MELANIE HILBERT  
1597 HAVEN HILL COURT  
ROCKWALL, TX 75087

SHEEHAN JAMES C & JULIA  
1597 N HILLS DR  
ROCKWALL, TX 75087

VILLAPANDO ANTONIO & MARIA  
1599 HAVEN HILL CT  
ROCKWALL, TX 75087

WU MEIKI & KING CHUNG TSO  
1599 N HILLS DR  
ROCKWALL, TX 75087

JONES JOHNNY DEWAYNE & MARTHA A  
1600 N LAKESHORE DRIVE  
ROCKWALL, TX 75087

ONCEBAY EDSON DANIEL & JENNIFER B  
BAZZETTI BARRIENTOS  
1601 N HILLS DR  
ROCKWALL, TX 75087

HERNANDEZ SAMUEL  
1601 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

ORTIZ ADELLA J  
1602 AMESBURY LN  
ROCKWALL, TX 75087

SAMPSON DEAN & BARBARA KELLUM  
1602 MONTCLAIR DR  
ROCKWALL, TX 75087

CONFIDENTIAL  
1603 NORTH HILLS DRIVE  
ROCKWALL, TX 75087

SAENZ DIANA GONZALEZ  
1603 STONEYBROOK DR  
ROCKWALL, TX 75087

HAMMILL JOHN AND LISA  
1604 AMESBURY LANE  
ROCKWALL, TX 75087

PHILIPS PAUL AND PATRA M  
1604 MONTCLAIR ST  
ROCKWALL, TX 75087

SULLIVAN JESSICA AND KEVIN  
1605 AMESBURY LN  
ROCKWALL, TX 75087

CLARK LUTHER A ETUX  
1605 N HILLS DR  
ROCKWALL, TX 75087

FLORES AMIE ELAINE AND BALDEMAR SOSA  
1605 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

POWERS LISA A AND ROBERT H  
1606 AMESBURY LN  
ROCKWALL, TX 75087

JISTEL MICHAEL & SABRA  
1606 MONTCLAIR DR  
ROCKWALL, TX 75087

BOUK JOSHUA  
1607 AMESBURY LN  
ROCKWALL, TX 75087

SHIELDS CHARLENE  
1607 STONEYBROOK DRIVE  
ROCKWALL, TX 75087

BURTON DAVID A & MARY KAY  
1608 AMESBURY LN  
ROCKWALL, TX 75087

BOULLION PAMELA S TOPPER  
1608 MONTCLAIR DR  
ROCKWALL, TX 75087

ADAMS BRAD AND KASHA  
1609 AMESBURY  
ROCKWALL, TX 75087

CASE DAVID L ETUX  
1609 STONEYBROOK DR  
ROCKWALL, TX 75087

TUCKER EARL W & MELINDA K  
1610 AMESBURY LN  
ROCKWALL, TX 75087

TOCHKOV KIRIL AND KARIN  
1610 MONTCLAIR DR  
ROCKWALL, TX 75087

SARVER WANDA & DONALD  
1611 STONEYBROOK DR  
ROCKWALL, TX 75087

RESIDENT  
1616 NORTH LAKESHORE DR  
ROCKWALL, TX 75087

ST BENEDICT ANGLICAN CHURCH-REFORMED  
EPISCOPAL  
304 GLENN AVENUE  
ROCKWALL, TX 75087

BROOKHAVEN MEDIA, LLC  
5909 HUDSON ST  
DALLAS, TX 75206

PUSKARICH THOMAS & EMILY  
607 CHRISTAN CT  
ROCKWALL, TX 75087

GLADNEY CATHERINE DIANE SELBY  
607 KNOLLWOOD DR  
ROCKWALL, TX 75087

GLENN W GOODRICH JR & KELLYE JAYE  
CRAWFORD REVOCABLE TRUST  
GLENN W GOODRICH JR & KELLYE JAYE  
CRAWFORD - TRUSTEES  
608 CHRISTAN CT  
ROCKWALL, TX 75087

GALLOWAY PRESTON AND BRITTANY  
609 CHRISTAN COURT  
ROCKWALL, TX 75087

MARY ANN OBRIEN REVOCABLE TRUST  
DANIEL F OBRIEN- TRUSTEE  
609 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
610 CHRISTAN CT  
ROCKWALL, TX 75087

TORKELSON KELLY L & STEVEN A  
610 KNOLLWOOD DR  
ROCKWALL, TX 75087

HAWKINS KRISTINA  
611 CHRISTAN CT  
ROCKWALL, TX 75087

GOLDIN MICHAEL & CAROL  
611 KNOLLWOOD DR  
ROCKWALL, TX 75087

STEWART-JOHNSON LOIS DIANNE  
612 CHRISTAN CT  
ROCKWALL, TX 75087

ELLIS TEX W & MONA E  
612 KNOLLWOOD DRIVE  
ROCKWALL, TX 75087

KIDDER CHRISTINA SHEA  
613 CHRISTAN CT  
ROCKWALL, TX 75087

SMITH BARRY & HEIDI  
613 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
614 KNOLLWOOD DR  
ROCKWALL, TX 75087

CARTER KAREN  
614 CHRISTAN COURT  
ROCKWALL, TX 75087

WALKER DIANE C AND MICHAEL W  
615 CHRISTAN CT  
ROCKWALL, TX 75087

COX MATTHEW AND HAYLEY  
615 KNOLLWOOD DRIVE  
ROCKWALL, TX 75087

HARMON ROBERT R & KIMBERLY  
616 CHRISTAN CT  
ROCKWALL, TX 75087

ETTER CHARLES W & LINDA L  
616 KNOLLWOOD DR  
ROCKWALL, TX 75087

GRIFFIN BILLY G AND PATRICIA L  
617 CHRISTAN CT  
ROCKWALL, TX 75087

SAENZ ORLANDO  
617 KNOLLWOOD DR  
ROCKWALL, TX 75087

HAMMONDS MARK & STEPHANIE  
618 KNOLLWOOD DR  
ROCKWALL, TX 75087

DYLONG RONALD C & PAULA S  
618 SUNSET HILL DR  
ROCKWALL, TX 75087

WILLIAMS ELESTER & HATTIE  
619 KNOLLWOOD DR  
ROCKWALL, TX 75087

RESIDENT  
620 SUNSET HILL DR  
ROCKWALL, TX 75087

DEMEYER DANIEL T & ELAINE S  
620 KNOLLWOOD DR  
ROCKWALL, TX 75087

HOSACK ALLEN JAMES ETUX  
621 KNOLLWOOD DR  
ROCKWALL, TX 75087

UPTHEGROVE JOSHUA R  
622 KNOLLWOOD DR  
ROCKWALL, TX 75087

CARABALLO NATALIA TEMBONI  
622 SUNSET HILL DRIVE  
ROCKWALL, TX 75087

RESIDENT  
623 KNOLLWOOD DR  
ROCKWALL, TX 75087

EDWARDS BRYAN K & SUSAN L  
624 KNOLLWOOD DR  
ROCKWALL, TX 75087

CHANDLER WILLIAM E & LISA D  
624 SUNSET HILL DR  
ROCKWALL, TX 75087

AARON DONALD AND  
LAURA SAXON  
625 KNOLLWOOD DR  
ROCKWALL, TX 75087

MITCHELL JAMES B & TEENA L  
6309 GLENWOOD DR  
AMARILLO, TX 79119

# PUBLIC NOTICE



CITY OF ROCKWALL  
PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: PLANNING@ROCKWALL.COM

Property Owner and/or Resident of the City of Rockwall:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

## Z2024-039: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Scott Popescu of Brookhaven Media for the approval of a *Specific Use Permit (SUP)* for a Short-Term Rental on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and take any action necessary.

For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2024 at 6:00 PM, and the City Council will hold a public hearing on Monday, September 16, 2024 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

**Henry Lee**  
Rockwall Planning and Zoning Dept.  
385 S. Goliad Street  
Rockwall, TX 75087

You may also email your comments to the Planning Department at [planning@rockwall.com](mailto:planning@rockwall.com). If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, September 16, 2024 at 4:00 PM to ensure they are included in the information provided to the City Council.

Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

PLEASE RETURN THE BELOW FORM

## Case No. Z2024-039: SUP for a Short-Term Rental

Please place a check mark on the appropriate line below:

- I am in favor of the request for the reasons listed below.
- I am opposed to the request for the reasons listed below.

Four horizontal grey bars for providing reasons for support or opposition.

Name:   
Address:

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2024-039 SUP

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

Will lower the value of our homes in the Northshore subdivision. .

There is already a short term rental on this street.

Complaints from partying noise to people trespassing on other properties.

## Respondent Information

Please provide your information.

## First Name \*

Martha

Last Name \*

Cobb

Address \*

625 Sunset Hill Dr

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: .....

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- I received a property owner notification in the mail.
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- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: .....

This content is neither created nor endorsed by Google.

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# Zoning & Specific Use Permit Input Form

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Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

The rentals we have in our neighborhood now do not enhance the value of our property.

## Respondent Information

Please provide your information.

## First Name \*

Roland

Last Name \*

Cobb

Address \*

625 Sunset Hill Dr

City \*

Rockwall

State \*

Tx

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
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- Other: .....

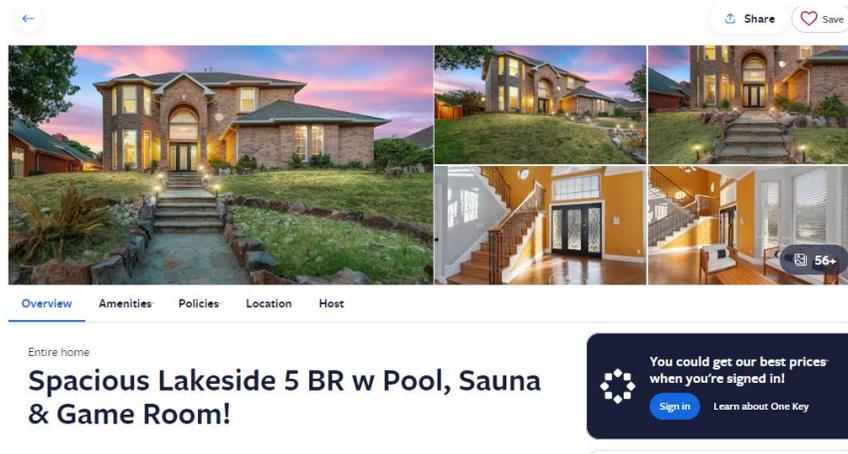
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610 Christan Court was sold in early June 2023 to Brookhaven Media, LLC. In mid-June I met a man claiming to be one of the owners. He stated that they were going to use the house as an Airbnb and that he and his team lived in Dallas. About two months later the house went live on both Airbnb and VRBO.



It was advertised as above, with a list of amenities and pictures making it look like a great party spot. The company did, however, include a list of policies that included being quiet at night.

As the house was rented, issues soon arose. They have had trailers in the yard and street, broken water lines on the pool, loud parties in the evenings, mounds of garbage in the yard, rodent and insect infestations and the yard and house have become run down. While there are cameras outside the property, the owners are not seen at the house and only minimal maintenance is ongoing.

Since owning the house, they have created mounds of garbage and trash. This is a review from their first customer:

Communication	4.6
Location	4.7
Value	4.2

**Gabe**  
Waco, Texas

★ ★ ★ ★ August 2023 · Stayed with kids

We arrived to piles of trash bags in the driveway and overflowing trash cans. Went inside and found the pool was disgusting. The filter wasn't on, the pool wasn't full, and it was covered in dead insects. Scott responded quickly and said the pool guy would be there in the morning and they'd offer a check out time 6 hours later. Next morning no hot water and the gas cooktop that wont light. Walked around and found the gas meter had a padlock on it. Scott says a tech is on his way. Don't hear from him until the next day that actually he will give us \$300 for cold showers and no stove. In the mean time all our ice cream melted and the milk was getting warm because the fridge couldn't keep the food to temperature. Trying to make things work because it was the kids last vacation of summer but cold showers, dirty pool, crumbly fridge equals not happy. Then insult me with \$300 on a \$1400 stay? Did raise it to \$500 but how about a full refund? Oh and bring your own grill, they don't have one.

**Response from Scott**  
September 2023

We are sorry that we could not leave on good terms but I would like to set the record straight that I did offer you a full refund after making your concerns known and provided you with several options to help mitigate your concern... [Show more](#)

**Tiffany**

The mounds of trash and garbage have been an ongoing nuisance, the trash being stored in the front yard, the back yard, and even the garage. These are recent photos from July after the house was rented. There was no effort to meet the Monday trash service and piles of trash sat until Thursday. When emptied, trash bins remain at the street until the next rental.



Trash has consistently been stored in the garage and back yard where it was out of site and out of mind. They previously made no effort to move trash to the curb for weeks at a time. This is still ongoing as this review states:

✓ Accuracy	4.3
🔍 Check-in	5.0
💬 Communication	4.6
📍 Location	4.7
💎 Value	4.2

 **Erika**  
Jonesboro, Arkansas

★☆☆☆☆ · July 2024 · Stayed with a pet

The images do not reflect the state of the pool, mattresses, or sleeping arrangements for 10 adults and 3 kids. We walked into a stench of rotting food. There were trash bags overflowing from the three outside bins and filling the garage with about 20 bags of heated trash bags. The rotting food smell was inescapable even beyond the bunk bed game room next to the entrance. The pool has staining and signs of extremely poor maintenance with overhead decking that's broken and hanging with nails exposed. There were cigarette butts, old charcoal, dirty socks, empty cans of bug spray, and popped balloons all around the back yard. Each of the mattresses were about 3 inches, making each beam felt when you sit on them. There were spaces to sleep for only 12- we booked for 13 guests. I contacted the phone number listed, and the host said a complete refund would be sent. This "mistake," blamed on the cleaning crew, caused us all to scramble to find somewhere to sleep. Still upset, but refunded.

The fallout of this collection of trash is an increased rodent and cockroach population. We have never had a problem with cockroaches, but now I am finding them in my yard. I have had my yard treated twice this year to combat insect issues. We do live near the lake, and rodents are around but they are now emboldened, digging in these trash piles and reproducing at new increased rates.

The exterior of the home has suffered. Any watering of the yard has ended and the majority of the plantings are now dead. While the yard is mowed, maintenance is basic at best. They are allowing weeds to grow in the sidewalks, and the back fence needs to be replaced.



There was a break in a water line associated with the pool, as well as a pump problem. Only after a neighbor and NIS were insistent did the owner repair the line and pump. This ended flooding of the street daily at @10:30 AM for over two months.

Two different groups renting the house arrived with trailers which were parked in the driveway and on the street. NIS has worked diligently to ensure we keep up the standards of the neighborhood.

Due to low ratings, Brookhaven Media LLC began to drop the nightly rate. It has been listed as low as \$218.00 per night on Airbnb and VRBO. This low rate has brought several questionable people to our neighborhood. Neighbors have called police due to a late-night weekend party recently.

The screenshot shows an Airbnb listing for a property titled "Spacious Lakeside 5 BR w Pool, Sauna & Game Room!". The listing includes a main image of the house at dusk and several smaller images showing the interior. The price is listed as "\$218 per night". The listing also shows the number of bedrooms (5), bathrooms (3+), and the number of people it can sleep (14). Popular amenities listed include a washer, air conditioning, pet-friendly, and a dryer. The listing is set for a start date of Sep 8 and an end date of Sep 14, with 1 traveler. A sign-in prompt is visible, suggesting that the user is not logged in.



To summarize, these ongoing problems are exactly why Rockwall has enacted a permit system for Airbnb homes. This company is benefiting from the desirable location and amenities in Rockwall without making any effort to make our town better or even ensure it stays the same. As unpermitted renters they are not paying hotel/motel tax or contributing to our infrastructure. They have been less than responsive to any issue that has occurred and have been a bad actor on Rockwall's behalf with travelers.

# Zoning & Specific Use Permit Input Form

## Case Number \*

Please provide the Case Reference Number of the Zoning or Specific Use Permit (SUP) request that you are providing input on (Example: Z2019-001).

Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

1. Poor yard up keep 2. Trash piled up at garage and street 3. Rodents and large cockroaches in yard on fence coming into my property 4.no emergency contact provided to neighbors 5. Noise levels 6. Terrible reviews from occupants on the Airbnb site

## Respondent Information

Please provide your information.

## First Name \*

Lois

Last Name \*

Johnson

Address \*

613 christan ct

City \*

Rockwall

State \*

Tx

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own a business nearby the proposed Zoning or Specific Use Permit (SUP) request.
- Other: .....

How did you hear about this Zoning or Specific Use Permit (SUP) request? \*

- I received a property owner notification in the mail.
- I read about the request on the City's website.
- I saw a zoning sign on the property.
- I read about the request in the Rockwall Herald Banner.
- My neighbors told me about the request.
- Other: .....

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Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

Not appropriate for this area

## Respondent Information

Please provide your information.

## First Name \*

Karen

Last Name \*

Kille

Address \*

608 Sunset Hill Dr

City \*

Rockwall

State \*

TX

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
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I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

weekend late night traffic,

## Respondent Information

Please provide your information.

## First Name \*

Delma

Last Name \*

Perez

Address \*

1615 N Hills Dr

City \*

Rockwall

State \*

TX

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
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**From:** [Robert Powers](#)  
**To:** [Planning](#)  
**Subject:** Z2024-039 SUP for a short term rental  
**Date:** Wednesday, August 28, 2024 11:43:24 PM

---

From: Robert Powers/1606 Amesbury Lane 75087

Case #: Z2024-039 SUP for a short term rental

I am OPPOSED to the request for the reasons below:

Credible studies and first hand experience show the creation of transient properties undermine a neighborhood's social dynamic and lessens the ability of the neighborhood to maintain acceptable norms/behavior due to the frequent turn-over of short term renters.

Also there is evidence that neighborhoods with short term rentals trend upward in relation to police calls/activity and incur more complaints to governing authorities.

Hence, short term rentals tend to erode the natural ability of a given neighborhood to prevent disorder.

This does suggest that elevated numbers of "tourists" bring crime with them. However, it suggests a transient population often brings unsavory behaviors with them. Behaviors associated with vacationers at a get-away; which are less familiar or accepted in a residential neighborhood.

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

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Z2024-039

Please place a check mark on the appropriate line below: \*

I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

There is an AirBnB across the street from my house. There's a steady stream of strangers weekly, parking and blocking my entry sidewalk, sometimes loud parties. Worrisome to have such a large number of strangers partying across from me.

## Respondent Information

Please provide your information.

## First Name \*

Jamie

Last Name \*

Rubush

Address \*

1613 North Hills Drive

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
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Z2024-039

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I am in favor of the request.

I am in opposition to the request.

Please provide any additional information concerning your support or opposition to the request.

## Respondent Information

Please provide your information.

## First Name \*

William

Last Name \*

Chandler

Address \*

624 Sunset Hill Dr

City \*

Rockwall

State \*

Texas

Zip Code \*

75087

Please check all that apply: \*

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I work nearby the proposed Zoning or Specific Use Permit (SUP) request.
- I own property nearby the proposed Zoning or Specific Use Permit (SUP) request.
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- Other: .....

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# PUBLIC NOTICE



CITY OF ROCKWALL  
PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: PLANNING@ROCKWALL.COM

Property Owner and/or Resident of the City of Rockwall:

You are hereby notified that the City of Rockwall Planning and Zoning Commission and City Council will consider the following application:

## Z2024-039: SUP for a Short-Term Rental

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For the purpose of considering the effects of such a request, the Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2024 at 6:00 PM, and the City Council will hold a public hearing on Monday, September 16, 2024 at 6:00 PM. These hearings will be held in the City Council Chambers at City Hall, 385 S. Goliad Street.

As an interested property owner, you are invited to attend these meetings. If you prefer to express your thoughts in writing please return the form to:

**Henry Lee**  
Rockwall Planning and Zoning Dept.  
385 S. Goliad Street  
Rockwall, TX 75087

You may also email your comments to the Planning Department at [planning@rockwall.com](mailto:planning@rockwall.com). If you choose to email the Planning Department please include your name and address for identification purposes.

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Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning

USE THIS QR CODE  
TO GO DIRECTLY  
TO THE WEBSITE



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

PLEASE RETURN THE BELOW FORM

### Case No. Z2024-039: SUP for a Short-Term Rental

Please place a check mark on the appropriate line below:

I am in favor of the request for the reasons listed below.

I am opposed to the request for the reasons listed below.

*tr affia ; unknown renters*

Name: *Tom Hooton*  
Address: *605 Sunset Hill Dr Rockwall*

Tex. Loc. Gov. Code Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

# PUBLIC NOTICE



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PLANNING AND ZONING DEPARTMENT  
PHONE: (972) 771-7745  
EMAIL: [PLANNING@ROCKWALL.COM](mailto:PLANNING@ROCKWALL.COM)

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----- PLEASE RETURN THE BELOW FORM -----

## Case No. Z2024-039: SUP for a Short-Term Rental

Please place a check mark on the appropriate line below:

- I am in favor of the request for the reasons listed below.  
 I am opposed to the request for the reasons listed below.

SEE ATTACHMENT

Name: JULIA SHEEHAN  
Address: 1597 N. HILLS DRIVE ROCKWALL, TX 75087

Tex. Loc. Gov. Code Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

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Short-term rentals destroy "neighborhood." Here today, gone tomorrow. A neighborhood full of short-term rentals is one that destroys the "community." Our area is zoned for home owners, not for commercial hotels.

Short-term renters have no ties to the local community. As a result, late night parties accompanied by loud music distrubs the community.

Short-term rental raises the potential for increased criminal activity, including drugs and theft.

Would this latest potential addition to the short-term rentals in Rockwall be within 1,000 feet of another short-term rental?

Additionally, computer record of Z2024-039 does not match the printout sent in the mail. The computer record lists 4153 Panther Ridge Lane as the address. This is located in Plano, not Rockwall. Clicking on "Document" link does not produce the PDF file but instead times out.

# PUBLIC NOTICE



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Sincerely,

**Ryan Miller, AICP**  
Director of Planning & Zoning



MORE INFORMATION ON THIS CASE CAN BE FOUND AT: <https://sites.google.com/site/rockwallplanning/development/development-cases>

----- PLEASE RETURN THE BELOW FORM -----

### Case No. Z2024-039: SUP for a Short-Term Rental

Please place a check mark on the appropriate line below:

I am in favor of the request for the reasons listed below.

I am opposed to the request for the reasons listed below.

Noise, NOT SAFE

Name: Rachel Tso, Wu Meiki, Kingdung Tso  
Address: 1599 N Hills Dr., Rockwall, TX 75087

Tex. Loc. Gov. Code, Sec. 211.006 (d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either: (1) the area of the lots or land covered by the proposed change; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

PLEASE SEE LOCATION MAP OF SUBJECT PROPERTY ON THE BACK OF THIS NOTICE

**From:** [Karen Carter](#)  
**To:** [Planning](#)  
**Subject:** 610 Christan ct zoning change  
**Date:** Monday, September 9, 2024 4:44:33 PM

---

Karen carter  
614 Christan Ct  
Rockwall

I am opposed the requested zoning change of case Z2024-039: SUP for a short-term rental.

This zoning change will devalue my property values. In the past trash was stored in the garage and became a haven for rats. This is a health concern. The pool is unkept and can attract mosquitoes which are also carriers of human disease.

Again, I OPPOSE the proposed zoning change at 610 Christan Ct

Sincerely,  
Karen Carter  
614 Christan Ct  
Rockwall  
508-733-6280

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**From:** [Susan Edwards](#)  
**To:** [Planning](#)  
**Subject:** Z2024-039:SUP for a short-term rental  
**Date:** Friday, August 30, 2024 11:25:10 AM

---

Susan and Bryan and Edwards are opposed to the request for a short term rental at 610 Christian Court, Rockwall for the following reasons: Our neighborhood is a residential family neighborhood. We do not want short term rental property in the neighborhood. Constant exchange of people is not safe for a family neighborhood. The strong possibility of excessive noise, more traffic coming through the neighborhood and vandalism are all negative effects of a short term rental property.

Susan and Bryan Edwards  
624 Knollwood Dr.  
Rockwall, Tx 75087  
[bsmsedwards@sbcglobal.net](mailto:bsmsedwards@sbcglobal.net)  
214.763.2737

--

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering this email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please contact the sender and delete the material from any system and destroy any copies. OPEN RECORDS NOTICE: This email and responses may be subject to Texas Open Records laws and may be disclosed to the public upon request. Please respond accordingly.

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Disclaimer: This email message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify us immediately by reply email and destroy all copies of this message and any attachments. Please do not copy, forward, or disclose the contents to any other person.

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**From:** [Michael Wayne](#)  
**To:** [Lee, Henry](#); [Planning](#)  
**Cc:** [Diane Walker](#)  
**Subject:** Case No. Z2024-039: SUP for a Short-Term Rental  
**Date:** Monday, September 9, 2024 8:25:57 PM

---

TO: Mr. Henry Lee  
Rockwall Planning and Zoning Dept.  
385 S. Goliad Street, Rockwall TX 75087

FROM: Michael & Diane Walker  
615 Christan CT., Rockwall TX 75087

RE: Case No. Z2024-039: SUP for a Short-Term Rental

---

We are **opposed** to the submitted request.

We are opposed for the following reasons:

1. We don't want this neighborhood to become an area of short-term rentals. We like this neighborhood now, mostly because the owners live on their property. They respect their neighbors and take good care of their property, all without a HOA. We know the P&Z Dept, with the City Council, and city leaders have set rules to limit this kind of use.

Once an exception is made, it leaves room for others to request the same departure from the rules.

2. A permanent resident is more respectable to their neighbors than occasional visitors.

We have noticed that this property has already been used as a short-term rental. The people that have stayed, for a few days, have disturbed the quiet nature of this block.

This is a very small block with only 11 homes. What happens at one house directly affects us on this block.

People visiting don't keep the same hours as those of us who live here. They are up late, and frequently leave very early.

It's not they are making tremendous loud noises, where you are forced to call the police.

But when your short-term neighbor is unpacking their car at midnight, and you are trying to sleep next door, it can be disturbing.

It not fun to be awoken at 6am as they are loudly talking to each other as they prepare to leave for the day.

3. The property has not been well maintained.

Today Sept 9, 2024, the front grass is almost dead. It looks like it has not been watered properly to maintain a nice green grass.

The area behind the house, outside the fence, adjacent to North Lakeshore Dr., has

not been mowed for weeks.

We know this is something that can be corrected but with a permanent live in resident, this never would have arisen.

4. The property owner has knowingly broken the City of Rockwall rules of allowed uses of his property and should not be given an exception.

For a year now, he has operated the property as a short-term rental. I can only assume he hoped he wouldn't get caught.

Obviously he knows the rules, or as holder of property, should have known the rules, and chose to circumvent those rules for his own concerns.

The owner, or his company Brookhaven Media, should not be given a second chance. What city rules will he break next when no one is looking.

I don't like someone who breaks the rules, and **then** asks for an exception to be made for his special case. Don't let him use the city like this.

I plan on attending the P&Z Public hearing on Tuesday night to show my opposition for this request.

**Michael and Diane Walker**

**972-467-9038, 972-467-9172**

**MicWayWal@yahoo.com**

**dianewads@yahoo.com**

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# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

STAFF USE ONLY

RECEIVED BY:

DATE RECEIVED:

STR PERMIT NO.

## ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]

- SP I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.
- SP I acknowledge that if three (3) violations/citations occur in any consecutive 12-month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for 12-months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.
- SP I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.
- SP I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.
- SP I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- as the owner of the subject property -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

## REGISTRATION TYPE

New Registration |  Renewal of an Existing Registration

Was this property being used as a short-term rental prior to April 1, 2024?  Yes |  No

## PROPERTY INFORMATION [PLEASE PRINT]

Address	610 Christan Ct. Rockwall, TX 75087	Zoning	SF-10		
Subdivision	North Shore PH 2B	Lot	2	Block	1
General Location	Off Route 66				

## TYPE OF SHORT-TERM RENTAL

Please indicate the type of short-term rental being permitted and registered:

- SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (*i.e. occupies the primary structure*) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.
- SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX). A single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (*i.e. the property owner or operator is not on-site as an occupant during the rental of the property*).
- SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM). An apartment or condominium (*or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]*) -- or a portion thereof -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

## PROPERTY OWNER INFORMATION [PLEASE PRINT]

Name	Brookhaven Media	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	Scott@brookhavenmedia.com	Zip Code	75074		

## RESPONSIBLE PARTY [PLEASE PRINT]

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

Same as Property Owner

Name	Scott Popescu	Phone	469-993-8222		
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX
Email	scott@brookhavenmedia.com	Zip Code	75074		



# SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

## REQUIREMENTS CHECKLIST

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- REGISTRATION FEE.** A \$500.00 application fee payable to the City of Rockwall.
- SITE PLAN.** A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- PICTURES.** Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities.
- COMMERCIAL INSURANCE.** Each *Short-Term Rental* shall be required to have and provide proof of general commercial insurance (or an equivalent) coverage of a minimum of \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00.
- DRIVER LICENSE.** A copy of the driver license for the property owner and responsible party.

## GENERAL STANDARDS CHECKLIST

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ADVERTISING.** All advertising for the *Short-Term Rental* -- including online or on a proprietary website, application, or other technology -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- PARKING.** The parking on the subject property currently conforms to the requirements of Table 5: *Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (i.e. gravel, pavers, asphalt, or concrete) and no guest or occupant will park on an unimproved surface (e.g. grass, vegetation, soil, etc.).
- EVACUATION PLAN.** [ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR] An evacuation plan showing how to exit the building has been posted on the front door.
- TEMPORARY STRUCTURES.** There are no temporary structures (i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles) being utilized as a *Short-Term Rental*.
- TRASH/RUBBISH/SOLID WASTE.** There are enough City approved containers (i.e. a polycarts or approved garage cans) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- bagged or otherwise -- placed on the ground.
- SIGNAGE.** No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- FIRE EXTINGUISHER.** A standard five (5) pound fire extinguisher (i.e. 2A:10B:C) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- SMOKE AND CARBON MONOXIDE DETECTORS.** Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- INGRESS/EGRESS.** All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (i.e. windows and/or doors).
- SLEEPING ACCOMMODATIONS.** There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- TENANT NOTIFICATION.** The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [1] the property owner's and/or the *Responsible Party's* contact information and phone number; [2] pertinent information relating to the aforementioned standards (i.e. the location of the required off-street parking; the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.); [3] information to assist guests in the case of an emergency (i.e. emergency and non-emergency telephone numbers for police, fire, and medical services); and, [4] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

## RESPONSIBLE PARTY'S CERTIFICATION

I hereby certify that I am the *Responsible Party* of the property identified in this application, and that my primary residence is located in Rockwall County. I further understand my responsibilities as the *Responsible Party* as stipulated by Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and consent to have my information posted online. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

RESPONSIBLE PARTY'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

## PROPERTY OWNER'S CERTIFICATION

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024.

PROPERTY OWNER'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES















A Policy From  
FOREMOST LLOYDS OF TEXAS

N RB 721530  
381-5012368551

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

42

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**THIS IS NOT A BILL**

COPY

Dear LLC. BROOKHAVEN MEDIA:

Your policy packet is enclosed. Please take a few minutes to read through the enclosed documents. This contract is your assurance of protection in case of an insured loss. Copies of your current policy forms are available upon your request. If you have any questions, please contact us at the address shown above or call us at (817) 567-8025 .

Thank you for choosing us for your insurance. We appreciate the opportunity to provide you coverage.

Sincerely,

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
89-0038-695

**P.S. Did you know . . . Electronic payments are available!**

To sign up for electronic payments, please go to **foremostpayonline.com**. You may choose to have us automatically withdraw your premium payments electronically from your designated account as they come due, or go to **foremostpayonline.com** to see your bill and make a payment. As always, simply call our billing service at 1-800-532-4221 with questions about your bill.

**Need to report a claim?** The Claims Contact Center is available to take your call 24 hours a day, seven days a week at 1-800-527-3907, or you may report a claim online at **Foremost.com**.

381 - 5012368551 - 02

Form 737818 07/13

COPY

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The following disclosure is required by regulation of the U.S. Treasury Department.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

© 2020 National Association of Insurance Commissioners

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## Important Notice About Your Deductible(s)

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount(s) of a deductible(s) to change.

Your policy does contain a provision which may indirectly cause the exact dollar amount(s) of your deductible(s) to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate Amounts of Insurance for Coverage A - Dwelling, Coverage B - Other Structures, and Coverage C - Personal Property. To help you do that we may, but are not obligated to, adjust your policy Amounts of Insurance. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Amounts of Insurance. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Amounts of Insurance.

If you want to change the new Amounts of Insurance you may do so by contacting your insurance representative.

Adjustments to your Dwelling Amount of Insurance may change the exact dollar amount of your deductible(s) as follows:

1. Your deductible is calculated by multiplying your Dwelling Amount of Insurance by the percentage deductible you selected, subject to a minimum deductible of \$1,000.
2. If your policy includes a separate Tropical Cyclone Deductible, this deductible will be 2% of the Dwelling Amount of Insurance shown on the Declarations Page, subject to a minimum of \$1,000.
3. If you purchase Earthquake coverage, the Earthquake Coverage endorsement specifies that each earthquake loss is subject to a deductible, which is the greater of 10% of the Amount of Insurance shown on the Declarations Page for the coverage or \$1,000. Earthquake deductibles are applied to the lesser of the loss for each coverage or the Amount of Insurance for each coverage.

An increase in your Dwelling Amount of Insurance may increase the exact amount of any of those deductibles because they could be assessed as a percentage of your Amount of Insurance. Your Deductibles can be found on your Declarations Page. An explanation of your deductible can be found on Page 20 of your policy. If included, your Tropical Cyclone Deductible is explained in Endorsement 10319. Your Earthquake Deductible is explained in either Endorsement 7311 or 7312 if you purchased Earthquake Coverage.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your trust and confidence.

## Important Notice Regarding Flood Coverage

We are required to provide the following notification to you since your insurance policy does not provide coverage against loss caused by flooding.

Flood Insurance: You may also need to consider the purchase of flood insurance. Your policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase flood insurance coverage with your insurance agent or insurance company, or visit [www.floodsmart.gov](http://www.floodsmart.gov).

741865 07/19

COPY



**FARMERS**  
INSURANCE

Underwritten by: **FOREMOST LLOYDS OF TEXAS**  
Administrative Office: P.O. Box 2450  
Grand Rapids, Michigan 49501

**RENEWAL  
DECLARATIONS PAGE  
FOREMOST LLOYDS OF TEXAS  
TEXAS DWELLING POLICY - FORM 3**

**POLICY NUMBER:** 381-5012368551-02

**RENEWAL OF:** 381-5012368551-01

**POLICY PERIOD EFFECTIVE DATE:** 06/01/24 **EXPIRATION DATE:** 06/01/25 **AT** 12:01 A.M. STANDARD TIME  
**AT THE LOCATION OF DESCRIBED PROPERTY**

**YOU AS NAMED INSURED/MAILING ADDRESS**

LLC. BROOKHAVEN MEDIA  
2306 MIDWAY RD  
ARLINGTON TX 76011-2624

**AGENT'S NAME, ADDRESS, AND PHONE NUMBER**

TODD HENDERSON INSURANCE AGENCY INC  
FARMERS INSURANCE GROUP  
6400 CROSS TIMBERS RD  
FLOWER MOUND TX 75022-6201

**AGENCY CODE:**  
890038695

**TELEPHONE:**  
(817) 567-8025

**LOCATION # 1**

**IMPORTANT RATING INFORMATION**

**LOCATION OF PROPERTY:** 610 CHRISTAN CT  
ROCKWALL TX 75087-3232

<b>CONSTRUCTION:</b> MASONRY VENEER	<b>TERRITORY:</b> N	<b>YR. BUILT:</b> 2008
<b>FAMILIES:</b> 1	<b>PROT. CLASS:</b> 2	<b>FORM:</b> TDP3
<b>OCCUPANCY:</b> VACATION & SHORT TER	<b>RESP. FIRE DEPT.:</b> ROCKWALL FS 1	<b>KEY RATE:</b>
<b>HYDRANT:</b> WITHIN 1,000 FEET	<b>COUNTY:</b> ROCKWALL	<b>CITY LIMIT:</b>
<b>FIRE DEPT.:</b> WITHIN 5 MILES		

**MORTGAGEE #1**

**LOAN NO.:** CC2023050233  
PLANET HOME LENDING LLC  
ISAOA / ATIMA  
PO BOX 5023  
TROY MI 48007-5023

**COVERAGES**

	LIMIT OF LIABILITY
COVERAGE A. DWELLING	\$ 506,224
OTHER STRUCTURES	\$ 50,622
COVERAGE B. PERSONAL PROPERTY	\$ 10,000
PERSONAL PROPERTY OFF PREMISES	\$ 1,000

**PERILS INSURED AGAINST**

	NORMAL	F.R.%	ACTUAL	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
DESCRIBED DWELLING - FIRE AND LIGHTNING	\$	\$			
			\$		2,011.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		4,032.00
ALL OTHER RISK OF PHYSICAL LOSS EXCEPT LOSSES EXCLUDED IN GENERAL EXCLUSIONS				\$	997.00
<hr/>					
PERSONAL PROPERTY - FIRE AND LIGHTNING	\$	\$			
			\$		30.00
SUDDEN AND ACCIDENTAL DAMAGE FROM SMOKE, WINDSTORM, HURRICANE, HAIL, EXPLOSION, AIRCRAFT AND VEHICLES, RIOT AND CIVIL COMMOTION			\$		23.00
COLLAPSE OF BUILDING, FALLING OBJECTS, FREEZING OF HOUSEHOLD APPLIANCES, VANDALISM AND MALICIOUS MISCHIEF.				\$	6.00

**ENDORSEMENT NUMBER AND TITLE ATTACHED TO POLICY**

	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11309 08/23 AMEND END W/15YR REPL LIMIT ON ROOF			INCLUDED
11391 03/13 TEXAS DWELLING POLICY - FORM 3			INCLUDED
10325 03/21 WATER DAMAGE COVERAGE LIMIT	\$ 50,000		\$ 175.00
10116 09/00 TDP-009 RESIDENCE GLASS			\$ 15.00

**DEDUCTIBLES (SECTION I ONLY)**

	AMOUNT OF DEDUCTIBLE
DEDUCTIBLE - ALL OTHER	\$5,062

**DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1**

	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
CLAIMS FREE	\$	-86.00
MASONRY	\$	-428.00
MULTI-POLICY	\$	-428.00
MULTIPLE PROPERTIES	\$	-855.00
TENANT SCREENING	\$	-171.00

<b>TOTAL ANNUAL POLICY PREMIUM</b>	<b>\$ 5,150.00</b>
------------------------------------	--------------------

**OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY**

Processed: April 2, 2024

COPY

COPY

## Important Notice About Your Deductible

We are required to provide you a notice when your policy contains a provision that may cause the exact dollar amount of a deductible to change.

Your policy does contain a provision which may cause the exact dollar amount of your deductible to change. The policy provision reads as follows:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate Limits of Liability on your Dwelling, Other Structures and Personal Property. To help you do that we may, but are not obligated to, adjust your policy Limits of Liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new Limits of Liability. Payment of your renewal premium is all that is necessary to indicate your acceptance of the new Limits of Liability.

If you want to change the new Limits of Liability, you may do so by contacting your insurance representative.

Changes to your Dwelling Limit of Liability may change the exact dollar amount of your deductible as follows:

1. Your deductible is calculated by multiplying your Dwelling Limit of Liability by the percentage deductible you selected, subject to a minimum deductible of \$1,000. When your Limit of Liability increases, the exact amount of your deductible will increase.
2. If your dwelling is located in one of the following counties, your policy may contain a Tropical Cyclone Deductible.

Bee	Goliad	Hidalgo	Liberty	Wharton
Brooks	Hardin	Jackson	Orange	
Fort Bend	Harris	Jim Wells	Victoria	

A change to your Dwelling Limit of Liability may affect the exact amount of your deductible because that deductible could be assessed as a percentage of your Limit of Liability. Your Deductible can be found on Page 2 of your Declarations Page. An explanation of your deductible can be found on Page 6 of your policy or in Endorsement 10318, if your home is located in one of the counties listed above.

3. If your Declarations Page indicates you purchased a TDP3 policy, then Endorsement 11309 includes a Vacancy Condition. During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the Limit of Liability shown on the Declarations Page for Coverage A (Dwelling) and Coverage B (Personal Property) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy. When the terms of the Vacancy Condition are met, your deductible will also be reduced by 60%, subject to a minimum deductible of \$1,000.

This summary is not a part of your policy, so please read your policy so you know what it says. Since the policy is our contract with you, if there's any difference between the policy and this summary, the policy language will take precedence. Our goal is to provide you with the coverage you want at a fair price. Thank you for your business.

# AMENDATORY ENDORSEMENT WITH FIFTEEN YEAR OLD OR OLDER ROOF COVERING LIMIT

(For use with Texas Dwelling Policy Form 3)

11309 08/23

This endorsement changes your policy. Please read this document carefully and keep it with your policy.

## DEFINITIONS

The following definitions are added:

"Business" means any full or part-time trade, profession or occupation engaged in for economic gain.

But business does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

"Remediation" means to treat, contain, remove, or dispose of mold, fungi or other microbes beyond that which is required to repair or replace the covered property physically damaged by water or steam.

"Remediation" includes any testing to detect, measure or evaluate mold, fungi, or other microbes and any decontamination of the dwelling on the described location or property.

"Roof covering" means the roofing material exposed to the weather and the underlayments applied for moisture protection. "Roof covering" includes but is not limited to vents, flashings, caps, turbines and piping.

"Vacant" means the absence of most of the furniture and other items needed for human occupancy as a dwelling.

"Unoccupied" means not being used as a dwelling. Any dwelling structure with no permanent resident is unoccupied even if it is fully furnished. While the permanent resident is temporarily absent from the dwelling, the dwelling will not be unoccupied.

## GENERAL EXCLUSIONS

Exclusion m. is changed to read:

### m. **Mold, Fungi, Bacteria or Other Microbes, or Wet or Dry Rot.**

- (1) We do not cover loss caused by or resulting from mold, fungi, bacteria or other microbes, or wet or dry rot, including:
  - (a) the cost for remediation for mold, fungi, bacteria or other microbes, or wet or dry rot; or
  - (b) any increase in expenses for Loss of Use and/or Debris Removal due to remediation for mold, fungi, bacteria or other microbes, or wet or dry rot.
- (2) The physical presence of mold, fungi, bacteria or other microbes, or wet or dry rot on that portion of covered property which must otherwise be repaired or replaced because of direct physical loss caused by any insured peril shall not result in the exclusion of such loss if it is otherwise covered under this policy.

The following exclusions are added:

- n. We do not cover loss caused by any business activity being conducted with or without your knowledge by any of you or any resident of the dwelling on the described location.
- o. We do not cover loss of or to any property otherwise insured by this policy if that loss is intentionally caused by any of you or performed at any of your direction.

**DEDUCTIBLE** is changed to read:

**DEDUCTIBLE.** No deductible will be applied to COVERAGE A (DWELLING) in the event of a total loss unless stated otherwise in this policy.

No deductible will be applied to fire or lightning Losses unless stated otherwise in this policy.

All other losses insured by Coverage A (DWELLING) or Coverage B (PERSONAL PROPERTY) will be subject to the greater of \$1,000 or the deductible shown on the DECLARATIONS PAGE, unless stated otherwise in your policy.

## CONDITIONS

**6. Loss Settlement** is changed to read:

### 6. **Loss Settlement.** Property losses are settled:

#### **Dwelling Total Loss Payment Method**

A total loss occurs when your dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the limit of liability shown on the DECLARATIONS PAGE for COVERAGE A (DWELLING).

No deductible will be applied to a total loss to your dwelling unless stated otherwise in your policy.

#### **All Other Loss Payment Method**

- a. When an insured peril causes a loss, your loss to roof covering fifteen years old or older, personal property, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:
  - (1) the actual cash value at the time of loss determined with proper deduction for depreciation;
  - (2) the cost to repair or replace the damaged property with material of like kind and quality less deduction for depreciation; or
  - (3) the limit of liability shown on the Declarations Page.

b. When an insured peril causes a loss, your loss to dwelling and other structure(s) under Coverage A (Dwelling), except roof covering fifteen years old or older, wall to wall carpeting, cloth awnings and fences, will be equal to the lowest of the following:

(1) If, at the time of loss, the Coverage A (DWELLING) limit of liability is 80% or more of the full replacement cost of the dwelling, we will pay the repair or replacement cost of the damaged building structure(s), without deduction for depreciation.

(2) If, at the time of loss, the Coverage A (DWELLING) limit of liability is less than 80% of the full replacement cost of the dwelling, we will pay only a proportionate share of the full replacement cost of the damaged building structure(s). Our share is equal to:

$$\text{Replacement Cost of the Loss} \times \frac{\text{Coverage A (DWELLING) limit of liability}}{80\% \text{ of Replacement Cost of the Dwelling}}$$

(3) If, at the time of loss, the actual cash value of the damaged building structure(s) is greater than the replacement cost determined under (1) or (2) above, we will pay the actual cash value up to the applicable limit of liability.

In determining the amount of insurance required to equal 80% of the full replacement cost of the dwelling, do not include the value of excavations, underground pipes, and wiring and foundations which are below the surface of the ground.

We will pay only the actual cash value of the damaged building structure(s) until repair or replacement is completed. Repair or replacement must be completed within 365 days after loss unless you request in writing that this time limit be extended for an additional 180 days. Upon completion of repairs or replacement, we will pay the additional amount claimed under replacement cost coverage, but our payment will not exceed the smallest of the following:

(1) the limit of liability under this policy applicable to the damaged or destroyed building structure(s);

(2) the cost to repair or replace that part of the building structure(s) damaged, with material of like kind and quality and for the same use and occupancy on the same premises; or

(3) the amount actually and necessarily spent to repair or replace the damaged building structure(s).

If you provide no verification that your roof covering is less than fifteen years old, your roof covering loss will be determined using 6. **Loss Settlement** a. above.

9. **Appraisal** is deleted and replaced with:

9. **Appraisal.**

a. The following definitions shall apply under this **Appraisal** clause:

(1) "**Claimed loss**" means your claim of direct physical loss or damage to property.

(2) "**Component parts**" of property means each of the constituent parts of the property. By way of example only, if the **claimed loss** is a roof, the component parts of property for a roof might include: the trusses, rafters, decking, underlayment, sheathing, drip edge, shingles, tiles or other outer covering, jack pipes, vents or skylights, and all other individual items or parts.

Each of these individual items or parts would also be "**component parts**" of your dwelling.

(3) "**Incurred property damage**" means the verifiable actual theft of or actual distinct and demonstrable physical injury to or destruction of property.

b. If you or we fail to agree on the actual cash value (including the replacement costs and depreciation/obsolescence) or the **incurred property damage** of your **claimed loss**, either you or we may make a written demand for appraisal. The appraisal shall be made strictly in accord with the terms of this appraisal clause. Neither you nor we may assign the right to demand appraisal, whether before or after loss or damage. Any assignment shall be void.

c. (1) Within 20 days of the receipt of a written demand for appraisal, you and we each shall:

- i. appoint a qualified individual person as an appraiser; and
- ii. notify the other in writing of the appraiser's name and contact information.

(2) In order for a person to be qualified to act as an appraiser, the person must be competent, independent, neutral and impartial. A person:

- i. who has performed, or who is employed by any entity which has performed any work, or a person who has provided any service for either you or us in relation to any **claimed loss** under this policy, whether or not such work or service has been or will be paid; or
- ii. who has performed or may perform, or who is employed by an entity which has performed or may perform repairs or replacement of your property;

shall not be qualified to serve as an appraiser.

(3) Upon acceptance of the appointment, each appraiser shall within 5 days disclose in writing to you and to us any known facts which a reasonable person may consider to affect independence, neutrality or impartiality of the appraiser, including without limitation:

- i. any financial or personal interest in the outcome of the appraisal; and
- ii. any current or previous relationship with you or us, or your or our counsel, other representative(s) or experts, or with the other appraiser.

d. You and we may provide the appraisers with estimates, expert opinions, appraisal forms or any information you or we believe to be relevant to the appraisal. Any such documents and information must also be provided to the other party. However, no civil discovery shall be conducted by either the appraisers, any umpire, or you or us during or for the preparation of the appraisal, and no court reporter shall be used. The rules of civil procedure and the rules of evidence shall not apply to the appraisal process, and no hearing shall be conducted by the appraisers at which either you or we provide any evidence pertaining to your **claimed loss**.

e. (1) The appraisers shall determine the **incurred property damage**, if any, to each of the **component parts** of that property for which you have **claimed loss**, and the actual cash value of the **incurred property damage**, as of date of the loss. In determining the actual cash value of the **incurred property damage**, the appraisers shall only use reasonable costs of materials of like kind and quality unless the policy expressly provides otherwise.

(2) The appraisal shall separately state and itemize the following for each individual **component part** of the **incurred property damage**:

- i. a description of each **component part** of the property;
- ii. a description of the distinct and demonstrable physical injury to or destruction of each **component part**, if any, without reference to what caused the damage;
- iii. a description of the reasonably necessary repairs or replacements for each **component part** of property;
- iv. the estimated costs of the reasonably necessary repairs or replacement(s) to each **component part** of property;

v. the estimated amount of proper depreciation and/or obsolescence to each **component part** of property; and

vi. the actual cash value of the **incurred property damage**.

Evidence of the reasonableness of the costs, and evidence that the materials are of like kind and quality, if the policy loss settlement requires like kind and quality settlement, shall also be included with the appraisal. As appropriate, the foregoing shall also apply to theft.

(3) The appraisers may consider and provide you and us with a separate statement of the estimated cost(s) for any repairs or replacements which may be required by building ordinances or laws, but the appraisers may not determine whether such amounts are covered under this insurance policy.

(4) The appraisers shall submit their written appraisal in accord with this part e., to both you and to us, and the amounts agreed upon by the appraisers will be the **incurred property damage** and the actual cash value (including the replacement costs and depreciation/obsolescence) of the **incurred property damage** to each **component part** of property for which you have **claimed loss**.

(5) The appraisers are not authorized to, and shall not decide the cause, or causes, of your **claimed loss** or any **incurred property damage**.

(6) The appraisers are not authorized to decide whether any **incurred property damage** is covered under this insurance policy.

f. (1) If the appraisers cannot agree on the **incurred property damage** or the actual cash value of the **incurred property damage**, you must notify us that you have selected an umpire within 10 days of receiving notice that an umpire is needed. Notice can be provided through your appraiser. If you do not select an umpire within the 10 day period, we will contact the firm below to select an umpire. Regardless of who makes the selection, we will then contact the firm below, pay any applicable administrative fee to engage the umpire, and provide the firm with contact information for both appraisers, the name of the insured, and the location of the property involved in the claim.

American Arbitration Association (AAA)  
Case Filing Services  
Attn: Foremost Texas Appraisal  
1101 Laurel Oak Road Ste 100  
Voorhees, New Jersey 08043  
Email: casefiling@adr.org (with subject matter  
as "Foremost Texas Appraisal")

- (2) Only if AAA advises you and us in writing that it cannot appoint an umpire may we then jointly request a judge of a district court in the judicial district where the **residence premises** is located to select an umpire. A judge of a district court does not include a commissioner or a judge of a county court at law, of a justice court, a municipal court, a probate court, or of a commissioner's court.
- (3) In order for a person to be qualified to act as an umpire under this appraisal clause, such person must be qualified and meet the conditions as required at part c.(2).
- (4) Upon the appointment of an umpire by AAA, or a district judge, the umpire shall within 5 days disclose in writing to you and to us the information required at part c.(3).
- (5) Within 20 days of a qualified umpire being appointed, each of the appraisers shall then submit to the umpire, and to both you and us, their appraisals. Their appraisals shall contain all of the information required in part e. above, and shall identify each specific matter upon which they disagree and explain in detail why they disagree. Both appraisers and the umpire shall then together meet and confer. The umpire shall then prepare an appraisal. A written appraisal in conformance with and setting forth all the information required in part e. above, agreed upon and signed by the umpire and either one of the two appraisers will determine the **incurred property damage** and the actual cash value of the **incurred property damage** of your **claimed loss**.
- (6) If a vacancy should occur regarding the umpire, the vacancy shall be filled in accord with the foregoing process by which the vacating umpire was appointed. Any appointed umpire is subject to (3) and (4) of this part f.
- g. Each party will pay the costs of the appraiser it chooses. The costs of the umpire and all other expenses of the appraisal will be shared and paid equally by you and us. If AAA appoints the umpire, we will pay AAA's costs.
- h. The appraisal shall not:
  - (1) determine whether your **claimed loss** or any **incurred property damage**, or any part thereof, is covered under this insurance policy;

- (2) determine the cause or causes of the **claimed loss** or any **incurred property damage**;
- (3) make any factual finding which directly or indirectly determines whether your **claimed loss** or **incurred property damage**, or any part thereof, is covered under this insurance policy.
- (4) interpret this insurance policy;
- (5) award or determine any interest or penalties;
- (6) award any amount for matching property which has not sustained **incurred property damage** with property that has sustained **incurred property damage**;
- (7) determine loss settlement under a loss settlement provision of this policy; or
- (8) be considered to be adjustment of your **claimed loss**.
- i. Any demand for appraisal must be made within the contractual suit limitations period stated in this policy. After that time neither you nor we may demand an appraisal.
- j. If you or we timely demand an appraisal, then upon request made by either you or us for abatement of any suit for or involving the **claimed loss**, the suit shall be abated until after an appraisal award is made in accord with this appraisal clause.
- k. Even after an appraisal award, we retain the right to deny any **claimed loss** or **incurred property damage**, or any part thereof.

**17. Vacancy** is changed to read:

**Vacancy.** During the policy term, if an insured dwelling is vacant or unoccupied for 30 consecutive days immediately before the loss, the limit of liability shown on the Declarations Page for Coverage A (DWELLING) and Coverage B (PERSONAL PROPERTY) is reduced to 60% for loss caused by fire, lightning, vandalism or malicious mischief. Coverage may be provided by endorsement to this policy.

**22. Refusal to Renew.** is changed to read:

**22. Refusal to Renew.**

- a. We may not refuse to renew this policy because of claims for losses resulting from natural causes.
- b. We may not refuse to renew this policy solely because you are an elected official.
- c. We may refuse to renew this policy if you have filed three or more claims under the policy in any three year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing, that if you file a third claim during the three year period, we may refuse to renew this policy by providing you proper notice of our refusal to renew as provided in d. below. If we do not notify you after the second claim, we may not refuse to renew this policy because of losses. A claim does not include a claim that is filed but is not paid or payable under the policy.

- d. If we refuse to renew this policy, we must deliver to you, or mail to you at your mailing address shown on the declarations page and any mortgagee named in the declarations page, written notice of refusal to renew no later than the 60th day before the date in which this policy expires. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision to refuse renewal, you may require us to renew the policy.

The following condition is added:

**Your Duties to Maintain Policy Limits of Liability.** It is your responsibility to maintain adequate limits of liability on your dwelling, other structures and personal property. But to help you do that we may, but are not obligated to, adjust your policy limits of liability. If an adjustment is made, it will become effective on the renewal date of your policy and will be based upon data supplied to us by recognized agencies or organizations.

You will be notified in advance of the new limits of liability. Payment of your renewal is all that is necessary to indicate your acceptance of the new limits of liability.

If you want to change the new limits of liability you may do so by contacting your insurance representative.

**Service of Process**

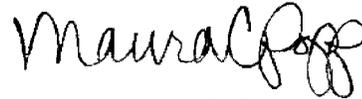
The address under Service of Process is changed to 15700 Long Vista Drive, Austin, Texas 78728.

The following provision is changed to read:

In witness whereof, the attorney-in-fact has executed this policy in Austin, Texas, binding the underwriters at Foremost Lloyds of Texas.



Michael J. Cok  
President



Maura C. Popp  
Secretary

COPY

\_\_\_\_\_  
\_\_\_\_\_

## Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

### Information We Collect

We may collect the following categories of personal information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Examples
<b>Personal Identifiers</b>	Name, alias, address, social security number, date of birth, passport number, unique personal identifier, online identifier, IP address, e-mail address, account name, government issued identification number, phone number, signature
<b>Personal Characteristics</b>	Gender, demographic, medical and health, convictions, marital status, offspring, driving record, family member/other status, and other descriptions of your physical characteristics.
<b>Commercial Information</b>	Personal property, insurance policy number, medical information, or health insurance information, purchased products or services, considered products or services, purchasing or consuming histories or tendencies.
<b>Biometric Information</b>	Voice print, photo.
<b>Internet or Network activity</b>	Information regarding your interactions with websites, applications, and advertisements, browser type, electronic communications, IP address, cookies.
<b>Geolocation</b>	IP address, physical address, telephone number, state, municipality, location, devices, applications on mobile and computer devices.
<b>Audio, electronic, visual, olfactory</b>	Audio, electronic, photo, visual information, such as a call or video recording, voicemail messages.
<b>Professional information and Employment information/Education Information</b>	Job titles, work history, school attended, employment status, veteran, or military status.
<b>Education Information</b>	Job titles, work history, school attended, marital and family status, e-mail, telephone recordings.
<b>Inferences</b>	Preferences, behaviors, characteristics, trends, predispositions, attitudes, abilities, and aptitudes.
<b>Sensitive Personal Information</b>	Social security number, driver's license number, state ID card, account login, precise geo-location, bank account number, credit or debit card number, or any other financial information, trade union membership, your communications with us.

### Purposes for Collection of Personal Information

We collect and use your personal information to offer, provide and maintain insurance products and related services to you. We may use your personal information for one or more of the following purposes:

- To offer, provide, and maintain insurance products and related services to you;
- To authenticate and verify your identity; to maintain your preferences and to contact you;
- Security: authentication and verification of your identity, fraud identification and protection;
- Conduct analytics, research and development, improvement of our products and services;
- To provide a location-based product or service requested by you;
- To apply relevant discounts;

- To create profiles based on personal information collected and reflecting individual preferences to provide appropriate or relevant products and services and improve and analyze our products and services and provide relevant marketing;

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums, and payment history;
- Information from your visits to the websites we operate, use of our mobile sites, applications, use of our social media sites, and interaction with our online advertisements; and
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information and insurance claims history; and
- If you obtain a life, long-term or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

### **How Long Do You Retain My Information**

We retain your personal data for as long as reasonably necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory, or internal procedures or obligations.

### **How We Protect Your Information**

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

### **Information We Disclose**

We do not disclose any nonpublic personal information about you as our customer or former customer, except as described in this notice. We may disclose the nonpublic personal information we collect about you, as described above to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, all as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Foremost or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information: (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization; and (3) otherwise as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

### **Sharing Information with Affiliates**

We will not disclose nonpublic personal information, as described above in **Information We Collect**, except with affiliates of Foremost as permitted by law including:

- Financial service providers, such as insurance companies and reciprocals, investment companies, underwriters, brokers/dealers; and

- Non-financial service providers, such as data processors, billing companies, and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transaction and experience information with you. We will not share with our affiliates information we receive from a credit reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history.

**Under the California Consumer Privacy Act ("CCPA"), California residents have the right to opt out of the sale of personal information to certain third parties.** Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form.

### **Modifications to our Privacy Policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties as permitted by law. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out or, if applicable, to opt-in.

### **Website and Mobile Privacy Policy**

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

### **Recipients of this Notice**

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

### **Affiliates**

The following is a list of some but not all of our affiliates: Farmers Insurance Group of Companies including Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, and Mid-Century Insurance Company, Bristol West Insurance Group including Bristol West Casualty Insurance Company, Bristol West Insurance Company, Bristol West Preferred Insurance Company, Coast National Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX), and 21st Century Insurance & Financial Services including 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century National Insurance Company, 21st Century Premier Insurance Company, and 21st Century Security Insurance Company, Farmers Property and Casualty Insurance Company, Farmers Casualty Insurance Company, Farmers Group Property and Casualty Insurance Company, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Farmers Lloyds Insurance Company of Texas, Economy Premier Assurance Company, Farmers Direct Property & Casualty Insurance Company, Toggle Insurance Company.

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

### **More Information about the Federal Laws?**

This notice is required by federal law. For more information, please contact us.

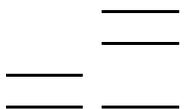
### **Any Questions?**

Please visit our website at [www.foremost.com](http://www.foremost.com).

Signed:           Foremost Insurance Company Grand Rapids, Michigan  
                      Foremost Signature Insurance Company  
                      Foremost Property and Casualty Insurance Company  
                      Foremost County Mutual Insurance Company  
                      Foremost Lloyds of Texas

The above is a list of the Foremost companies on whose behalf this notice is being sent.

COPY



A - 2 Car Garage

B - 5 car driveway

C - 2 car paver parking

A

B

C

610

608

N Lakeshore Dr

Christman Ct

Christman Ct

CITY OF ROCKWALL

ORDINANCE NO. 24-XX

SPECIFIC USE PERMIT NO. S-3XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC) [ORDINANCE NO. 20-02] AS PREVIOUSLY AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT (SUP) TO ALLOW A *NON-OWNER-OCCUPIED SHORT-TERM RENTAL* ON A 0.25-ACRE PARCEL OF LAND IDENTIFIED AS LOT 2, BLOCK I, NORTHSHORE, PHASE 2B ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DEPICTED AND DESCRIBED IN *EXHIBIT 'A'* OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City has received a request from Scott Popescu of Brookhaven Media for the approval of a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental* on a 0.25-acre parcel of land identified as Lot 2, Block I, Northshore, Phase 2B Addition, City of Rockwall, Rockwall County, Texas, zoned Single-Family 10 (SF-10) District, addressed as 610 Christan Court, and being more specifically depicted and described in *Exhibit 'A'* of this ordinance, which herein after shall be referred to as the *Subject Property* and incorporated by reference herein; and

**WHEREAS**, the Planning and Zoning Commission of the City of Rockwall and the governing body of the City of Rockwall, in compliance with the laws of the State of Texas and the ordinances of the City of Rockwall, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof, the governing body in the exercise of its legislative discretion has concluded that the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall should be amended as follows:

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Rockwall, Texas;

**SECTION 1.** That the Unified Development Code (UDC) [*Ordinance No. 20-02*] of the City of Rockwall, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing a *Non-Owner-Occupied Short-Term Rental* as stipulated by Subsection 01.02, *Land Use Schedule*, of Article 04, *Permissible Uses*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*] on the *Subject Property*; and,

**SECTION 2.** That the Specific Use Permit (SUP) shall be subject to the requirements set forth in Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 03.01, *General Residential Standards*, and Subsection 03.07, *Single-Family 10 (SF-10) District*, of Article 05, *District Development Standards*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*]; and, Article 02, *Short-Term Rentals*, of Chapter 13, *Rental Housing*, of the *Municipal Code of Ordinances* -- as heretofore amended and as may be amended in the Z2024-039: SUP for a STR

future --, and with the following conditions:

## 2.1. OPERATIONAL CONDITIONS

The following conditions pertain to the operation of a *Non-Owner-Occupied Short-Term Rental* on the *Subject Property* and conformance to these conditions are required for continued operations:

- (1) The *Subject Property* shall conform to the information provided within the *Short-Term Rental Permit Application* depicted in *Exhibits 'B'* of this ordinance; and,
- (2) All unpermitted improvements on the *Subject Property* must be permitted or removed before the issuance of a *Short-Term Rental Permit*; and,
- (3) After the issuance of a *Short-Term Rental Permit and Registration* by the City of Rockwall, should the applicant allow this permit/registration to expire, lapse or be revoked by the City of Rockwall, this Specific Use Permit (SUP) shall automatically expire and be considered abandoned in accordance with Subsection 02.02, *Specific Use Permit (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC).

## 2.2. COMPLIANCE

Approval of this ordinance in accordance with Subsection 02.02, *Specific Use Permits (SUP)*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC) will require compliance to the following:

- (1) Upon obtaining a *Short-Term Rental Permit and Registration*, should the property owner/responsible party operating under the guidelines of this ordinance fail to meet the minimum operational requirements set forth herein and outlined in the Unified Development Code (UDC), the City may (*after proper notice*) initiate proceedings to revoke the Specific Use Permit (SUP) in accordance with Subsection 02.02(F), *Revocation*, of Article 11, *Development Applications and Revision Procedures*, of the Unified Development Code (UDC) [*Ordinance No. 20-02*].

**SECTION 3.** That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

**SECTION 4.** That all ordinances of the City of Rockwall in conflict with the provisions of this ordinance be, and the same are hereby repealed to the extent of that conflict.

**SECTION 5.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 6.** If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions of this

Z2024-039: SUP for a STR

at 610 Christan Court

Ordinance No. 24-XX; SUP # S-3XX

ordinance shall remain in full force and effect.

**SECTION 7.** That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,  
THIS THE 7<sup>TH</sup> DAY OF OCTOBER, 2024.**

\_\_\_\_\_  
Trace Johannesen, *Mayor*

**ATTEST:**

\_\_\_\_\_  
Kristy Teague, *City Secretary*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Frank J. Garza, *City Attorney*

1<sup>st</sup> Reading: September 16, 2024

2<sup>nd</sup> Reading: October 7, 2024

**Exhibit 'A'**  
**Zoning Exhibit**

Address: 610 Christan Court

Legal Description: Lot 2, Block I, Northshore Phase 2B Addition



**City of Rockwall**

Planning & Zoning Department  
385 S. Goliad Street  
Rockwall, Texas 75087  
(P): (972) 771-7745  
(W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.



**Exhibit 'B':**  
**Short-Term Rental Permit Application**



**SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION**

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

<b>STAFF USE ONLY</b>	
RECEIVED BY:	
DATE RECEIVED:	
STR PERMIT NO.	

**ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]**

- SP** I acknowledge that a *Short-Term Rental Permit* granted by the City of Rockwall does not supersede any property specific restrictions against *Short-Term Rentals* that may exist under law, agreement, lease, covenant, or deed restriction.
- SP** I acknowledge that if three (3) violations/citations occur in any consecutive 12-month period, that my *Short-Term Rental Permit* will be revoked and that I will not be eligible to apply for a new *Short-Term Rental Permit* for 12-months from the date of revocation. In addition, I acknowledge that the City of Rockwall will have the right to inspect my property when a violation is reported or suspected.
- SP** I acknowledge that a *Short-Term Rental Permit* and any non-conforming rights associated with a *Short-Term Rental Permit* are non-transferable to another property owner or operator, or address or location.
- SP** I acknowledge that I am responsible for remitting all applicable state, county, and local hotel occupancy taxes in a timely manner pursuant to all applicable laws and the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinance. I also acknowledge that failure to pay hotel occupancy tax will result in the revocation of my *Short-Term Rental Permit*.
- SP** I acknowledge that a *Short-Term Rental Permit* is valid for a period of three (3) years, and -- as the owner of the subject property -- it is my responsibility to apply for a renewal 30-days prior to the expiration of my *Short-Term Rental Permit*. Should I fail to submit a renewal application in this time period, I will forfeit all non-conforming rights and be required to submit a new application that will be subject to all the current requirements stipulated by the Unified Development Code (UDC) and Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances.

**REGISTRATION TYPE**

New Registration |  Renewal of an Existing Registration

Was this property being used as a short-term rental prior to April 1, 2024?  Yes |  No

**PROPERTY INFORMATION [PLEASE PRINT]**

Address	610 Christan Ct. Rockwall, TX 75087	Zoning	SF-10		
Subdivision	North Shore PH 2B	Lot	2	Block	1
General Location	Off Route 66				

**TYPE OF SHORT-TERM RENTAL**

Please indicate the type of short-term rental being permitted and registered:

- SHORT-TERM RENTAL (OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX)** A single-family home, townhome, or duplex -- or portion thereof -- in which the property owner or operator, as reflected in a valid lease agreement, is a resident (i.e. occupies the primary structure) and is present during the rental. This includes when a *Guest Quarters/Secondary Living Unit/Accessory Dwelling Unit* is detached from the primary structure and either the primary or secondary structure is rented, but the owner or operator resides on the property.
- SHORT-TERM RENTAL (NON-OWNER-OCCUPIED SINGLE-FAMILY HOME, TOWNHOME, OR DUPLEX)** A single-family home, townhome, or duplex -- or a portion thereof -- in which the property owner or operator does not occupy the dwelling unit during the rental, or that the owner or property owner does not occupy another dwelling unit -- or portion thereof -- on the same property (i.e. the property owner or operator is not on-site as an occupant during the rental of the property).
- SHORT-TERM RENTAL (APARTMENT OR CONDOMINIUM)** An apartment or condominium (or similar multi-family structure, excluding duplexes, but including triplexes or quadplexes, as defined in this Unified Development Code [UDC]) -- or a portion thereof -- in which the property owner or operator may or may not be an occupant of the dwelling unit during the rental.

**PROPERTY OWNER INFORMATION [PLEASE PRINT]**

Name	Brookhaven Media	Phone	469-993-8222				
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX	Zip Code	75074
Email	Scott@brookhavenmedia.com						

**RESPONSIBLE PARTY [PLEASE PRINT]**

Please note that a *Responsible Party* is required for all *Short-Term Rental Permit* applications. A *Responsible Party* is a local representative that resides in Rockwall County and who is available at all time the rental is in use. The *Responsible Party* must be available within one (1) hour of contact and must be authorized to make decisions regarding the property and its occupants.

Same as Property Owner

Name	Scott Popescu	Phone	469-993-8222				
Mailing Address	4153 Panther Ridge Ln	City	Plano	State	TX	Zip Code	75074
Email	scott@brookhavenmedia.com						

SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • [P] (972) 771-7709

**Exhibit 'B'**  
**Short-Term Rental Permit Application**



**SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION**

City of Rockwall  
Neighborhood Improvement Services (NIS) Department  
385 S. Goliad Street  
Rockwall, Texas 75087

**REQUIREMENTS CHECKLIST**

Please indicate that the following required items have been provided with this application by checking the box next to each required item:

- REGISTRATION FEE** A \$500.00 application fee payable to the City of Rockwall.
- SITE PLAN** A site plan showing the location of the *Short-Term Rental* and the parking areas provided for the *Short-Term Rental*.
- PICTURES** Pictures of the subject property showing the rear, front, and side yards of the subject property. In addition, pictures of all structures -- *one (1) per each façade of a structure* -- and any on-site amenities.
- COMMERCIAL INSURANCE** Each *Short-Term Rental* shall be required to have and provide proof of general commercial insurance (or an equivalent) coverage of a minimum of \$500,000.00 per occurrence coverage and an aggregate of \$1,000,000.00.
- DRIVER LICENSE** A copy of the driver license for the property owner and responsible party.

**GENERAL STANDARDS CHECKLIST**

Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- ADVERTISING** All advertising for the *Short-Term Rental* -- including online or on a proprietary website, application, or other technology -- will include the *Short-Term Rental Permit Number* within the description or body of the advertisement for public reference.
- PARKING** The parking on the subject property currently conforms to the requirements of *Table 5: Parking Requirement Schedule* of Article 06, *Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking shall be on an improved surface (i.e. gravel, pavers, asphalt, or concrete) and no guest or occupant will park on an unimproved surface (e.g. grass, vegetation, soil, etc.).
- EVACUATION PLAN** [ONLY APPLICABLE TO APARTMENTS AND CONDOMINIUMS THAT DO NOT HAVE DIRECT INGRESS/EGRESS TO THE EXTERIOR OF THE BUILDING FROM THE FRONT DOOR] An evacuation plan showing how to exit the building has been posted on the front door.
- TEMPORARY STRUCTURES** There are no temporary structures (i.e. recreational vehicles/campers, vehicles intended for occupancy, tents, canopies or shade structures that are not permitted by the City of Rockwall, or similar structures or vehicles) being utilized as a *Short-Term Rental*.
- TRASH/RUBBISH/SOLID WASTE** There are enough City approved containers (i.e. a polycarts or approved garage cans) to hold all trash/rubbish/solid waste produced on-site. I also understand that it will be a violation to have any trash/rubbish/solid waste -- bagged or otherwise -- placed on the ground.
- SIGNAGE** No external signage shall be installed or constructed on the property indicating or advertising the property as a *Short-Term Rental*.
- FIRE EXTINGUISHER** A standard five (5) pound fire extinguisher (i.e. 2A:10B:C) has been properly mounted within 75-feet of all portions of the *Short-Term Rental* on each floor.
- SMOKE AND CARBON MONOXIDE DETECTORS** Operable smoke and carbon monoxide detectors have been installed in the *Short-Term Rental* in accordance with all applicable City of Rockwall codes.
- INGRESS/EGRESS** All bedrooms in the *Short-Term Rental* have at least one (1) operable emergency point of ingress/egress for rescue and escape (i.e. windows and/or doors).
- SLEEPING ACCOMMODATIONS** There is no overnight sleeping outdoors or outdoor sleeping spaces provided as part of the *Short-Term Rental*.
- TENANT NOTIFICATION** The following information has been posted in a visible and obvious location inside the *Short-Term Rental*: [1] the property owner's and/or the Responsible Party's contact information and phone number; [2] pertinent information relating to the aforementioned standards (i.e. the location of the required off-street parking, the schedule, location, and requirements regarding trash/rubbish/solid waste; information regarding the conduct of guests; and etc.); [3] information to assist guests in the case of an emergency (i.e. emergency and non-emergency telephone numbers for police, fire, and medical services); and [4] a notice that failure to conform to the requirements and codes of the City of Rockwall is a violation, and that an owner, occupant, or visitor can be cited for violations to these requirements.

**RESPONSIBLE PARTY'S CERTIFICATION**

I hereby certify that I am the *Responsible Party* of the property identified in this application, and that my primary residence is located in Rockwall County. I further understand my responsibilities as the *Responsible Party* as stipulated by Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and consent to have my information posted online. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024

RESPONSIBLE PARTY'S SIGNATURE *Scott Popescu*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

**PROPERTY OWNER'S CERTIFICATION**

I hereby certify that I am the property owner of the property identified in this application, and that all information provided on this application is true and correct. I also hereby certify that the property identified in this application is in compliance with all of the requirements of Chapter 13, *Rental Housing*, of the Municipal Code of Ordinances, and that it is my sole responsibility to ensure that the property continues to be in compliance with the rules, requirements, and regulations of the City of Rockwall. I further acknowledge that failure to comply with these requirements and attests will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 16 DAY OF August, 2024

PROPERTY OWNER'S SIGNATURE *Scott Popescu*

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

**SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • [P] (972) 771-7709**

**Exhibit 'C':**  
*Short-Term Rental Photographs*





DATE: September 19, 2024

TO: Scott Popescu  
Brookhaven Media  
4153 Panther Ridge Lane  
Plano, Texas 75074

FROM: Henry Lee, AICP  
City of Rockwall Planning and Zoning Department  
385 S. Goliad Street  
Rockwall, TX 75087

SUBJECT: Z2024-039; SUP for a *Short-Term Rental (STR)* at 610 Christan Court

Scott Popescu:

This letter serves to notify you that the above referenced zoning case that you submitted for consideration by the City of Rockwall was denied by the City Council on September 16, 2024. The following is a record of all voting records:

*Planning and Zoning Commission*

On September 10, 2024, the Planning and Zoning Commission approved a motion to recommend denial of the SUP by a vote of 7-0.

*City Council*

On September 16, 2024, the City Council approved a motion to deny the zoning change by a vote of 5-0, with Council Members Johannesen and Campbell absent.

According to Subsection 02.05, *City Council Action*, of Article 11, *Development Applications and Review Procedures*, of the Unified Development Code (UDC), "(t)he City Council may deny a request for a zoning change, Specific Use Permit (SUP), or text amendment with or without prejudice. If a request or amendment is denied with prejudice, a new application may not be submitted for the same lot or tract of land -- *or any portion thereof* -- for a period of one (1) year unless the request is for a more restrictive or less intense land use than the previously denied request ... If a request or amendment is denied without prejudice, no restrictions on resubmitting an application shall apply (*i.e. an application for the same request may be filed at the applicant's discretion*). A failure to indicate a denial is with or without prejudice in making a motion to deny a request or amendment shall be considered a denial with prejudice." Should you have any questions or concerns regarding the denial of your site plan or the site planning process, please feel free to contact me a (972) 772-6434.

Sincerely,

A handwritten signature in black ink, appearing to read 'Henry Lee', is written over a faint, larger signature.

Henry Lee, AICP, *Senior Planner*  
City of Rockwall Planning and Zoning Department