



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

SITE PLAN APPLICATION FEES:

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

ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE)¹
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE)^{1 & 2}
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE)¹

OTHER APPLICATION FEES:

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

NOTES:

¹: 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.
²: 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 108 Reliance Court, Rockwall, TX 75032

SUBDIVISION Chandlers Landing

LOT

25-R

BLOCK

A

GENERAL LOCATION from the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING residential

CURRENT USE residential

PROPOSED ZONING short-term rental

PROPOSED USE short-term rental

ACREAGE .411 acres

LOTS [CURRENT]

1

LOTS [PROPOSED]

1

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 Carl Sanford (Sandy) Petersen and Wendy Petersen

APPLICANT

CONTACT PERSON Wendy Petersen

CONTACT PERSON

ADDRESS 2880 Chippewa Way

ADDRESS

CITY, STATE & ZIP Provo, UT 84604-4349

CITY, STATE & ZIP

PHONE 214-675-4142

PHONE

E-MAIL wendyhp55@gmail.com

E-MAIL

NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Wendy Petersen [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 \$ 215.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 6th DAY OF September 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 6 DAY OF September 2024

OWNER'S SIGNATURE

Wendy Petersen
Utah

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



MY COMMISSION EXPIRES

Oct. 23. 2027

Wendy Petersen
2880 Chippewa Way
Provo, UT 84604-4349
214-675-4142
wendyhp55@gmail.com

10 September 2024

City of Rockwall
Planning and Zoning Department
385 South Goliad Street
Rockwall, TX 75087

Re: 108 Reliance Court

Dear Planning and Zoning Department:

This letter regards a Specific Use Permit for the residence located at 108 Reliance Court, Rockwall, Texas for designation as a short-term rental.

My husband and I built our dream house in 1994 on property we purchased in Chandlers Landing in 1993.* We lived in the house for 30 years and raised our children there.

For the past few years, my husband's parents have been inviting us to live with them in Utah to help care for them. They are 92 and 96 years old. We had several situations that prevented us from accommodating them, but during the last couple of years, things fell into place, and we made the big move. We were excited to go because most of our children and grandchildren are also in Utah.

We love our house and don't want to sell it. We want to return to visit friends and family occasionally, but we don't want our home to sit vacant most of the time. Logically, converting it into a short-term rental is a great solution because it would be occupied much of the time (hopefully), it would generate income to pay for property insurance and taxes, and we can reserve it for ourselves when we visit.

Our house is approximately 950 feet away from the nearest existing short-term rental, about 50 feet under the 1,000-foot proximity requirement. There are several items to consider in our application for a Specific Use Permit:

- Our home is located in Chandlers Landing which is an attractive neighborhood with many speed bumps which encourages slow traffic.
- Yacht Club Drive, which circles the community, is two miles around. About one consecutive mile of Yacht Club Drive has only a couple of homes whose front doors face the Drive. Reliance Court is a street that intersects that section of the Drive. The result is a feeling of less concentration and more spaciousness.
- Our property on Reliance Court includes a landscaped lot which provides a peaceful clearing.
- Our property is adjacent to the condominiums at Signal Ridge which is separated from Chandlers Landing by a fence, bushes, and trees and provides privacy.
- Our property has retaining walls on two sides which act as buffers.
- Our home is located in a small, quiet cul-de-sac that is somewhat secluded.

In addition to the City's ordinances, the Chandlers Landing Community Association requires a short-term rental application. It includes an annual administrative fee of \$100 and a \$1,500 deposit to cover fines and damages. There are regulations such as quiet time between 10 pm and 8 am, no overnight street parking, and other conditions with which renters must comply. I intend to clearly communicate to renters the importance of keeping the rules, otherwise, I will lose my ability to maintain my home as a rental.

Our home is an attractive asset that will accommodate guests in a desirable location without adversely influencing the beautiful City of Rockwall, Chandlers Landing, its residents, or visitors.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendy Petersen". The signature is fluid and cursive, with the first name "Wendy" being more prominent than the last name "Petersen".

Wendy Petersen

*An interesting bit of information is that our house was built from my husband's earnings working at id Software where he worked on Doom, one of the most influential video games of all time. As a matter of fact, portions of our home are featured in Doom II. My husband, Carl Sanford (Sandy) Petersen, is a world-renowned game designer whose specialty is making games fun. He has an impressive resume filled with award-winning role-playing games, board games, card games, video games, and computer games.

Enclosures: Development Application

History of Petersen ownership of Reliance Court property

Email from Rockwall City P&Z Department accepting out-of-state notary on application

\$215 check for application fee











History of Property at
108 Reliance Court, Rockwall, Texas
Owned by Carl Sanford (Sandy) Petersen and Wendy Petersen

1993 Purchased property in Rockwall.

Chandlers Landing, Phase 20, Lot 26.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

1994 Built house on property. Paid cash for part of construction costs and acquired a mortgage for remainder.

108 Reliance Court, Rockwall.

2001 Purchased vacant lot adjacent to 108 Reliance Court.

Chandlers Landing, Phase 20, Lot 25.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

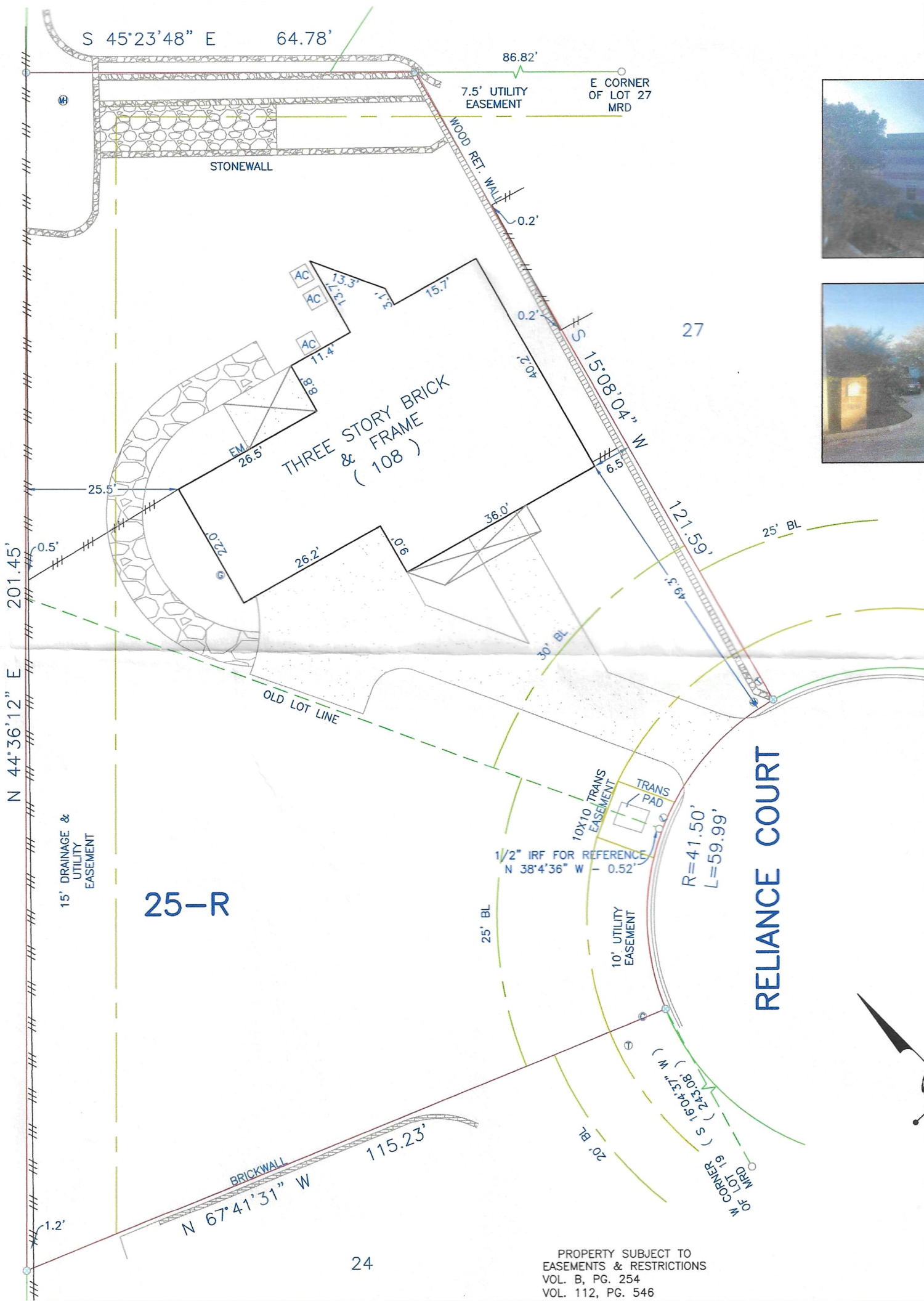
2001 Paid off mortgage acquired in 1994.

2005 Replat of Lots 25 and 26 to join the lots into one property.

Chandlers Landing, Phase 20, Lot 25-R.
Rockwall County Plat Records, Cabinet F, Slide 155.

2015 Obtained a home equity loan to invest money in a family business and 108 Reliance Court is collateral for the loan.

2024 Preparing home to become a short-term rental.



25-R

27

24

RELIANCE COURT

PROPERTY SUBJECT TO
EASEMENTS & RESTRICTIONS
VOL. B, PG. 254
VOL. 112, PG. 546

After recording please mail to:
ANGEL OAK MORTGAGE SOLUTIONS, LLC
980 HAMMOND DRIVE, SUITE 850
ATLANTA, GA 30328
Attn: Document Return

2020000028897
11/25/2020 10:57:26 AM
DEED OF TRUST
Pg: 1/16

Lawyers Title GF# 1901422000157

[Space Above This Line for Recording Data.]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT THAT IS THE TYPE OF CREDIT DEFINED BY SUBSECTION (a)(6) OF SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

Loan Number: 802009148953
MIN: 10130160000651918
MERS Phone: 1-888-679-6377

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **NOVEMBER 18, 2020**, together with all Riders to this document.

(B) "Borrower" is **CARL PETERSEN A/K/A CARL S. PETERSEN AND A/K/A SANDY PETERSEN AND WENDY HALL PETERSEN A/K/A WENDY PETERSEN, HUSBAND AND WIFE**. Borrower is the grantor under this Security Instrument.

(C) "Lender" is **ANGEL OAK MORTGAGE SOLUTIONS, LLC**. Lender is a LLC organized and existing under the laws of **DELAWARE**. Lender's address is **980 HAMMOND DRIVE, SUITE 850, ATLANTA, GA 30328**. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is **THOMAS E BLACK, JR.** Trustee's address is **2905 CORPORATE CIRCLE, FLOWER MOUND, TX 75028**.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 18, 2020**. The Note states that Borrower owes Lender **Two Hundred Eighty-Eight Thousand Seven Hundred Fifty And No/100 Dollars (U.S. \$288,750.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 01, 2050**.

Initials: CP WHP

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(I) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- Texas Home Equity Condominium Rider
- Texas Home Equity Planned Unit Development Rider
- Adjustable Rate Rider
- Other:

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the County of ROCKWALL:

BEING LOT 25R IN BLOCK A OF CHANDLERS LANDING, PHASE 20, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED IN VOLUME F, PAGE 155, PLAT RECORDS, ROCKWALL COUNTY, TEXAS

which currently has the address of **108 RELIANCE COURT**

ROCKWALL, Texas **75032** ("Property Address"):
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security

Initials: *GP* *WHP*

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that if the Property includes both homestead property and property that is not homestead property, the Property is limited solely to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. If no part of the Property is homestead property, the homestead protections of Section 50, Article XVI of the Texas Constitution are not applicable to this Extension of Credit. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied or returned to Borrower earlier, such funds may be applied to the outstanding principal balance under the Note immediately prior to foreclosure without abandoning any acceleration of the Note. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation

Initials: CP whp

to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the

Initials: CP WP

Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes a written agreement evidencing the person's consent to such lien; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note. Borrower further represents, covenants, and agrees that each owner of the Property and each owner's spouse has consented to the voluntary lien on the homestead that is being established by this Security Instrument.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets a limit on the amount of Extension of Credit charges, then all agreements between Lender and Borrower are expressly limited so that any Extension of Credit charges collected or to be collected (other than interest, bona fide discount points used to buy down the interest rate, and any excluded charges listed in Section 50(a)(6)(E)(i)-(iv) of the Texas Constitution) from Borrower, the owner of the Property, or the owner's spouse in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit are hereby amended so that such charges do not exceed, in the aggregate, the highest amount allowed by Applicable Law. If it is finally adjudicated by a court of last resort that the amount of such Extension of Credit charges exceeds the permitted limit, then: (a) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower; and (b) any sums yet to be collected from Borrower which exceed the permitted limit are hereby waived by Lender. Lender will make any refund required by this section by either making a payment to Borrower or by crediting the refund amount to the

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balance due on the Extension of Credit. Borrower acknowledges that there may be a bona fide dispute with regard to whether such Extension of Credit charges exceed in the aggregate a permitted limit and agrees that Lender will not have received adequate notice that such Extension of Credit charges exceed the permitted limit, and will have no obligation to refund any excess, unless and until that fact has been finally adjudicated by a court of last resort. **The Lender's payment or credit of any such refund will extinguish any right of action or defense to foreclosure Borrower might have arising out of such overcharge.**

This Section 13 will supersede any inconsistent provision of the Note or this Security Instrument.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copies. At the time the Extension of Credit is made, Borrower shall receive a copy of the final loan application and all executed documents signed by Borrower at closing related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check,

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provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed to limit Lender's right or time period to correct any failure to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution to the fullest extent allowed by Applicable Law. As a precondition to taking any action premised on a failure of Lender to comply with its obligations under the Extension of Credit, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender at least 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, Lender shall forfeit all principal and interest of the Extension of Credit only if: (a) Lender receives said notice, the failure to comply may be corrected by one of the methods set forth in Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, and Lender fails to correct the failure to comply within sixty (60) days after it receives said notice; (b) the Extension of Credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI of the Texas Constitution; or (c) each owner of the Property and each owner's spouse has not consented to the lien established by this Security Instrument and each owner and each owner's spouse who did not initially consent does not subsequently consent. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution, including in reasonable efforts to obtain the subsequent consent of any owner or owner's spouse who does not initially consent to the lien established by this Security Instrument.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice or written acknowledgment from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to Applicable Law and, specifically, to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law or does not comply with Section 50(a)(6), Article XVI of the Texas

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Constitution, then any such promise, payment, obligation or provision is hereby reduced to the limit of such validity, eliminated as a requirement if necessary for compliance with such law, or reformed if necessary to comply with such law without the necessity of the execution of any amendment or the delivery of any other document by Borrower or Lender.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be public occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or

Initials: GP Whp

more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment, and regardless of whether the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are hereby tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender shall have the same rights and powers provided in Sections 21 and 22 of this Security Instrument in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. The owner of the Property shall not be required to apply the proceeds of the Extension of Credit to repay another debt, unless such debt, if any, is a debt secured by the Property or a debt to another lender. If proceeds of the Extension of Credit are being applied to a debt due to Lender and not secured by the Property, it is being done voluntarily by the owner of the Property and at the owner's request. Lender would make the Extension of Credit regardless of whether any proceeds are being applied to a debt due to Lender and not secured by the Property.

26. No Assignment of Wages. The owner of the Property is not assigning wages, and shall not be required to assign wages, as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made. The fair market value stated in the written acknowledgment is correct and is the value estimate in an appraisal or evaluation of the Property that was prepared in accordance with a state or federal requirement applicable to an extension of credit under Section 50(a)(6), Article XVI, Texas

Initials: CR whp _____

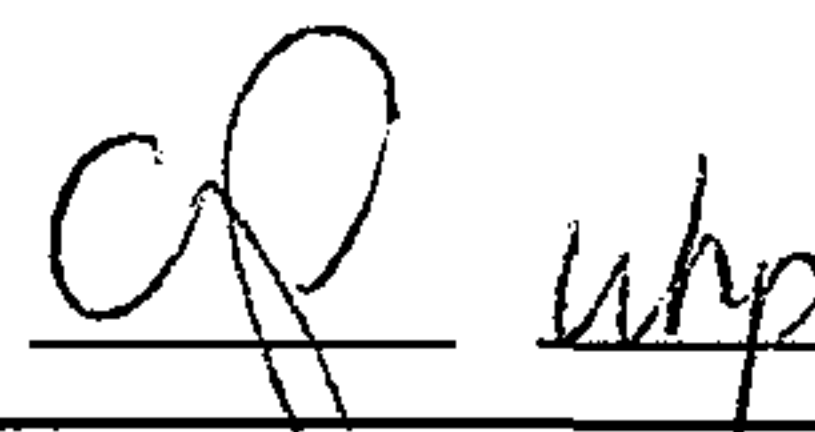
Constitution. The principal amount of the Extension of Credit, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the value stated in the executed acknowledgment. Borrower understands and agrees that Lender and its successors and assigns are relying upon Borrower's representations regarding the fair market value of the Property as additional consideration for making or purchasing the Extension of Credit, and that such representations are material. Borrower represents, warrants, and agrees that such representations are being made on all information known to Borrower and Lender at this time, and that Borrower may not later assert a different fair market value of the Property, even if such assertion is based on information discovered by Borrower after the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit; and/or (d) allow the Extension of Credit to be accelerated because of a decrease in the market value of the Property or because of a default under other indebtedness not secured by a prior valid encumbrance against the Property. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

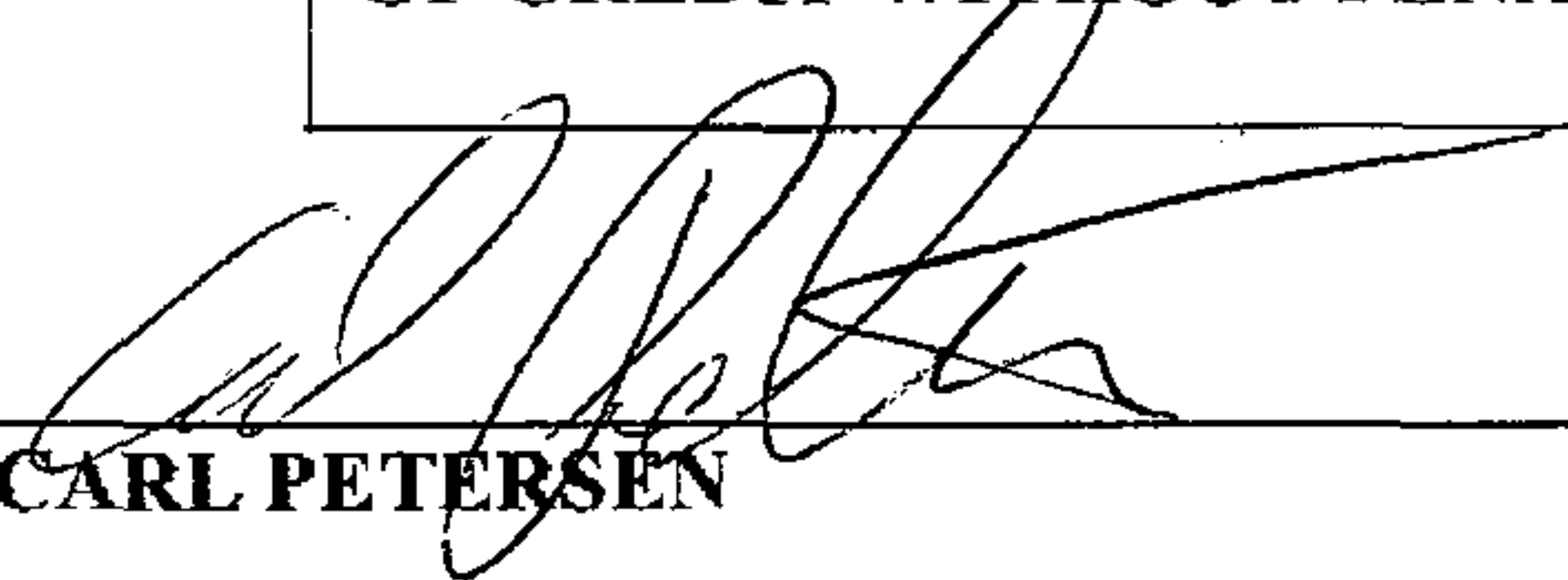
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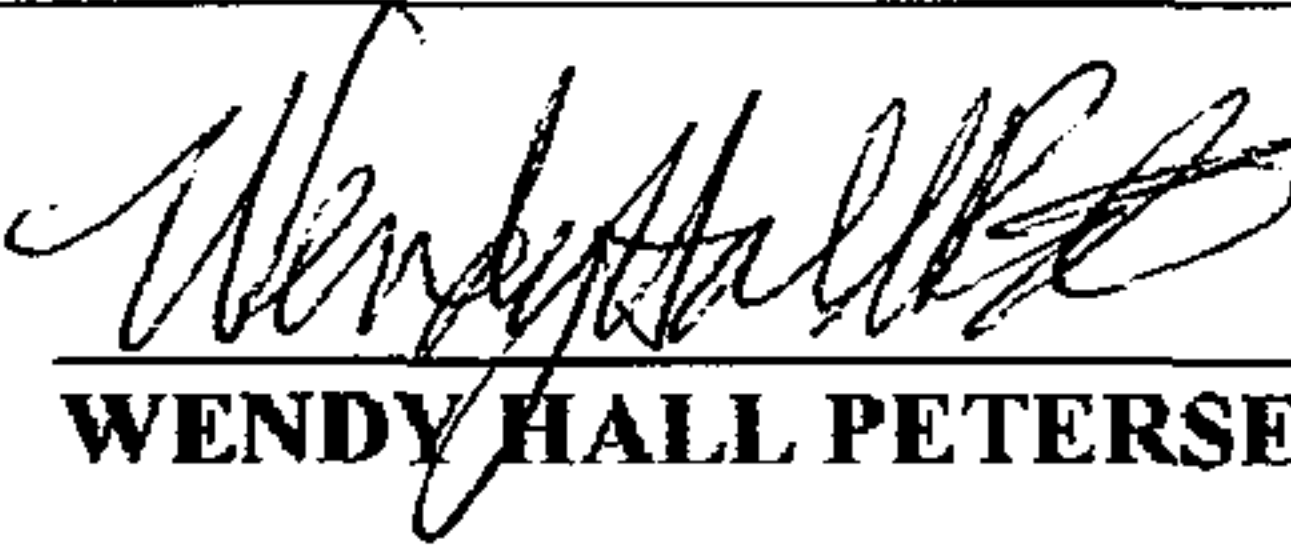
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.



CARL PETERSEN -Borrower



WENDY HALL PETERSEN -Borrower

-Borrower

-Borrower

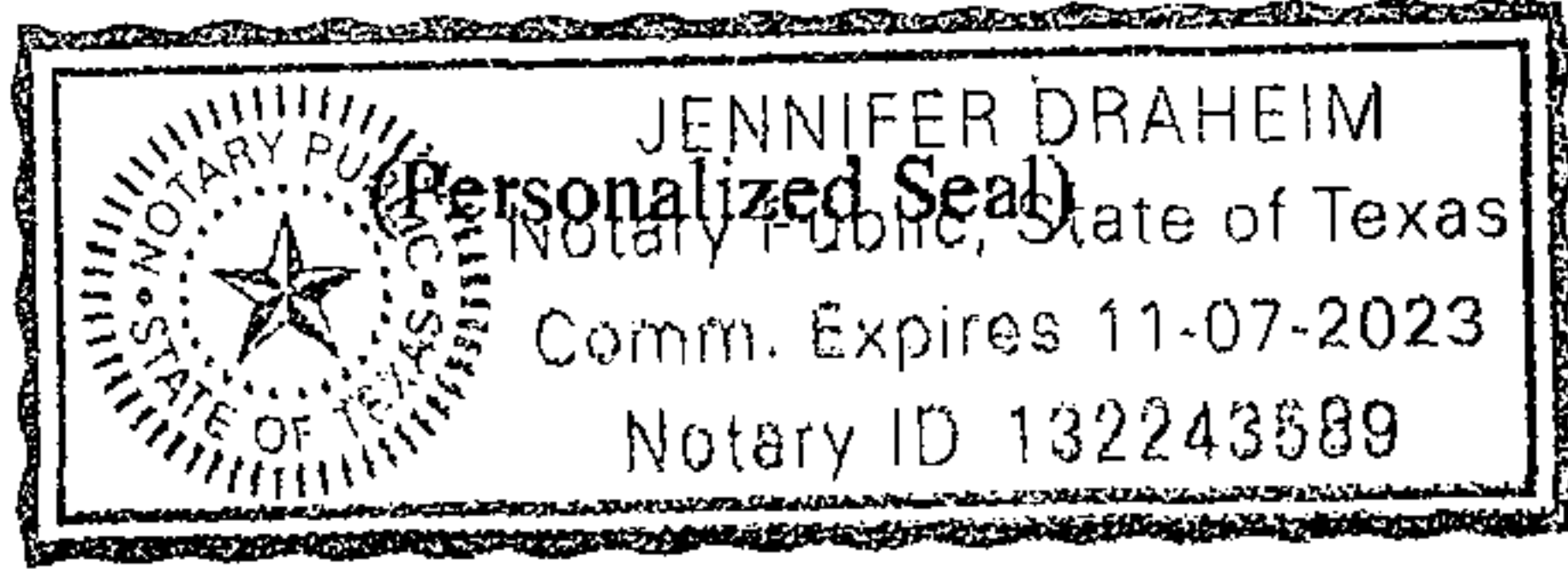
-Borrower

-Borrower

[Space Below This Line for Acknowledgment]

State of Texas
County of ~~COLLIN~~ Rockwall § § *Q*

This instrument was acknowledged before me on Nov 18, 2020 (date) by **CARL PETERSEN and WENDY HALL PETERSEN** (name or names of person or persons acknowledging).



Jennifer Draheim

Signature of Officer
E.O

Title of Officer
11-7-2023

My Commission Expires

Loan Originator Organization: AMCAP MORTGAGE, LTD.; NMLSR ID: 129122
Loan Originator Organization: ANGEL OAK MORTGAGE SOLUTIONS, LLC; NMLSR ID: 1160240
Individual Loan Originator: ANDREA SMITH; NMLSR ID: 207168

TEXAS HOME EQUITY PLANNED UNIT DEVELOPMENT RIDER

Loan Number: 802009148953

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18TH day of NOVEMBER, 2020, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ANGEL OAK MORTGAGE SOLUTIONS, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

108 RELIANCE COURT, ROCKWALL, TX 75032

[Property Address]

The property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions, and restrictions filed in the Real Property records of the county in which the property is located (the "Declaration"). The property is a part of a planned unit development described in the Declaration (the "PUD"). The property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest. Insofar as permitted by Section 50(a)(6)(H), Article XVI of the Texas Constitution, "homestead" shall include the elements of the property described by this Rider.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, or to common areas and facilities of the PUD, any proceeds payable to Borrower shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or


(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

Initials: CP Whp


F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]



CARL PETERSEN (Seal)
- Borrower



WENDY HALL PETERSEN (Seal)
- Borrower

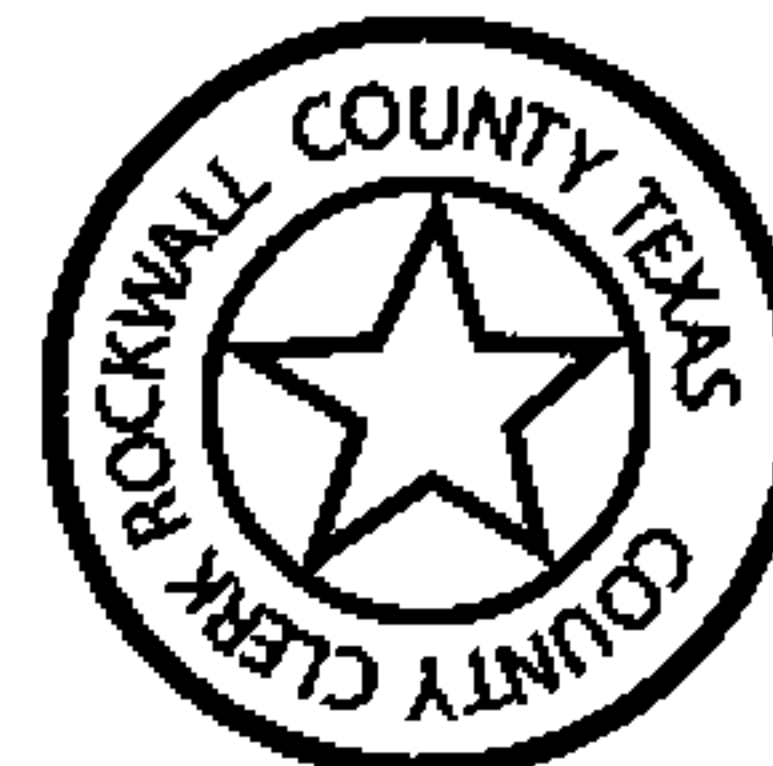
(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
11/25/2020 10:57:26 AM
Fee: \$86.00
2020000028897







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

SITE PLAN APPLICATION FEES:

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

ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE)¹
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE)^{1 & 2}
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE)¹

OTHER APPLICATION FEES:

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

NOTES:

¹ 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.
² 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 108 Reliance Court, Rockwall, TX 75032

SUBDIVISION Chandlers Landing

LOT

25-R

BLOCK

A

GENERAL LOCATION from the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING residential

CURRENT USE residential

PROPOSED ZONING short-term rental

PROPOSED USE short-term rental

ACREAGE .411 acres

LOTS [CURRENT]

1

LOTS [PROPOSED]

1

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 Carl Sanford (Sandy) Petersen and Wendy Petersen

APPLICANT

CONTACT PERSON Wendy Petersen

CONTACT PERSON

ADDRESS 2880 Chippewa Way

ADDRESS

CITY, STATE & ZIP Provo, UT 84604-4349

CITY, STATE & ZIP

PHONE 214-675-4142

PHONE

E-MAIL wendyhp55@gmail.com

E-MAIL

NOTARY VERIFICATION [REQUIRED]

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

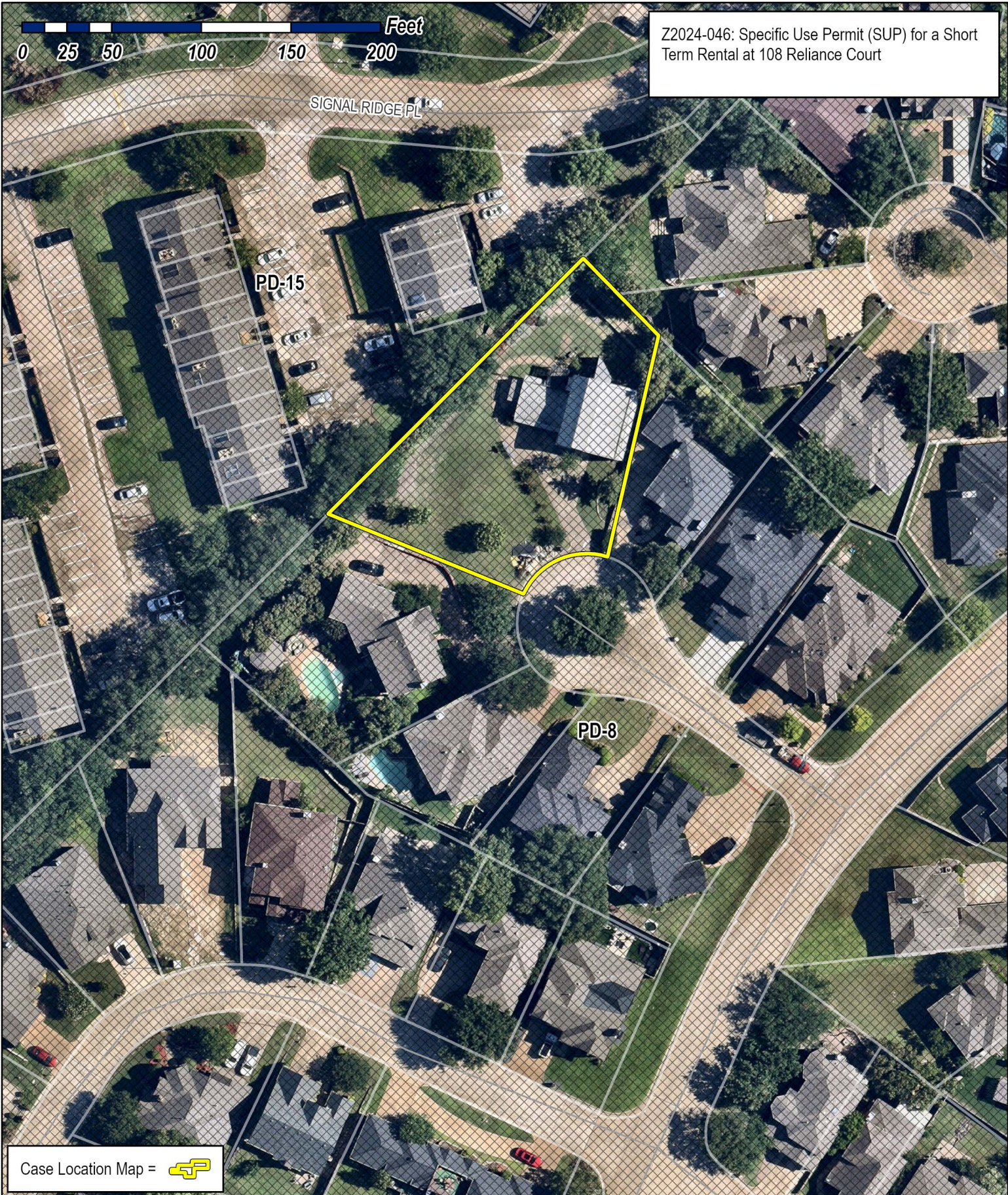
I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 6th DAY OF September 2024 BY SIGNING THIS APPLICATION, 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 6 DAY OF September 2024

OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





Z2024-046: Specific Use Permit (SUP) for a Short Term Rental at 108 Reliance 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.

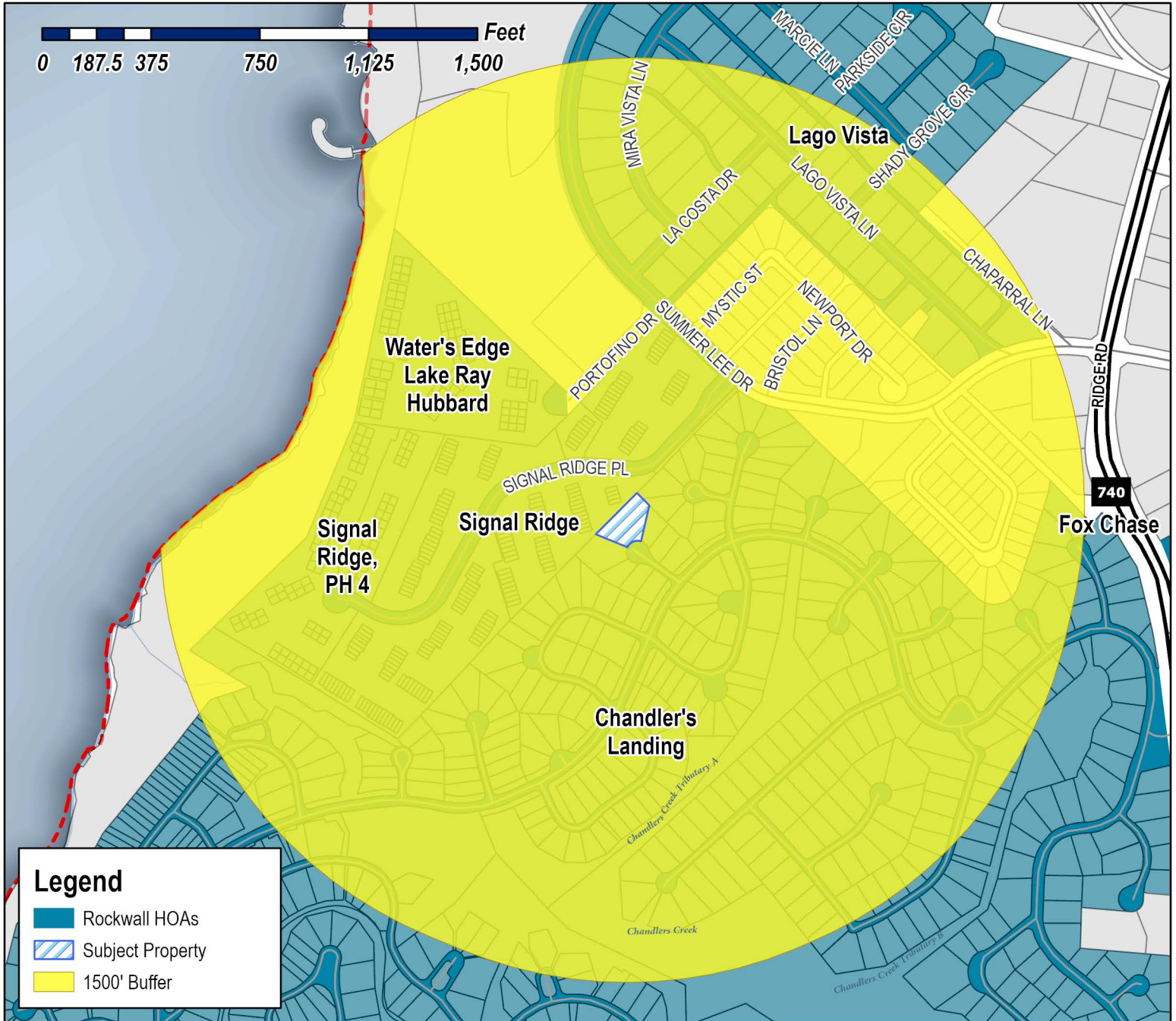




City of Rockwall

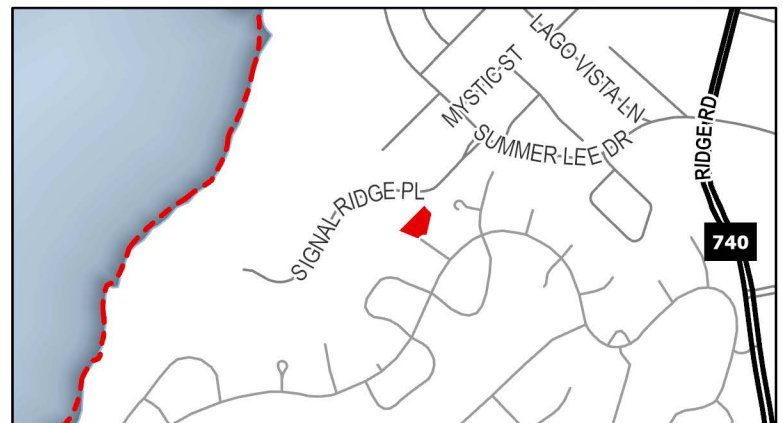
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Case Number: Z2024-046
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Planned Development District 8 (PD-8)
Case Address: 108 Reliance Court

Date Saved: 9/13/2024
 For Questions on this Case Call (972) 771-7745

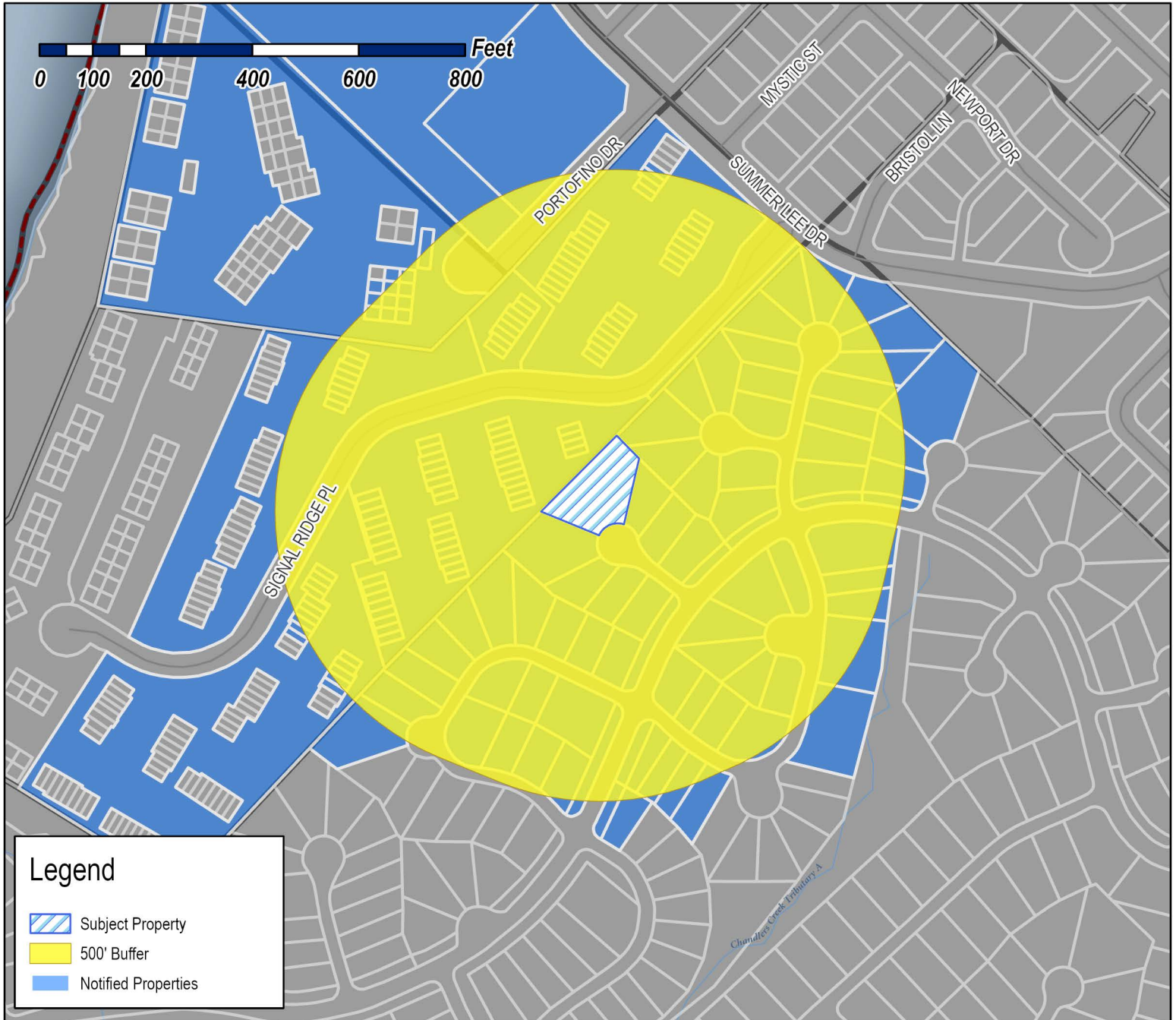




City of Rockwall

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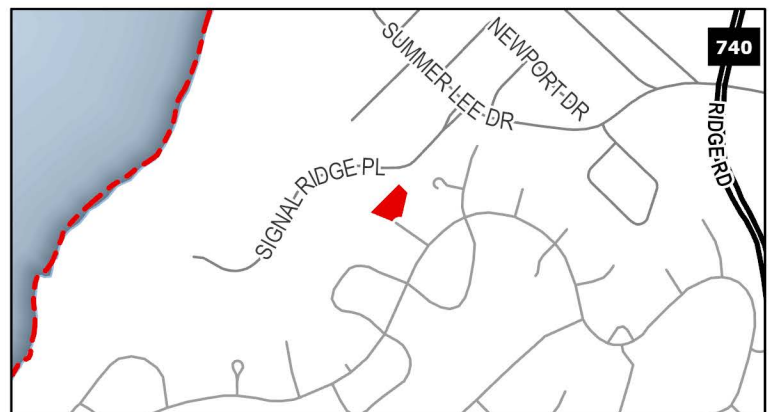
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For Questions on this Case Call: (972) 771-7745



BELOTE GARLAND III
1001 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

MEAVE DAVID MICHAEL
1002 SIGNAL RIDGE PL
ROCKWALL, TX 75032

SHAH ZAHRA
1003 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

PEREZ FREDDIE
1004 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1005 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESENDIZ FERNANDO JR AND TIFFANY ARAI
ARAGON
1006 SIGNAL RIDGE PL
ROCKWALL, TX 75032

HILL KENNETH JAMES AND BETH ANNE
1006 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1007 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHAPMAN PAMELA JEAN
1008 SIGNAL RIDGE
ROCKWALL, TX 75032

MIEROW SHARON A
1009 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LANGSTONFRIEDA KARLEN
101 MAYFLOWER CT
ROCKWALL, TX 75032

SWEET CHASE AND SADIE
101 RELIANCE CT
ROCKWALL, TX 75032

NASH SYDNEY
101 VALKYRIE PL
ROCKWALL, TX 75032

MCAFFEE CANDACE
1010 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FOREMAN JANET
1011 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ESTILL KENNETH W & CONNIE R
1012 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1013 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHARLES CREIG
1014 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DEWET WAYNE JOHN
1015 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GRAGG CAROL
1016 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1017 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1018 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1019 SIGNAL RIDGE PL
ROCKWALL, TX 75032

HARRELL STEVEN R AND ROBERTA J
102 MAYFLOWER CT
ROCKWALL, TX 75032

HALL CORI
102 MISCHIEF LANE
ROCKWALL, TX 75032

CHENAULT JOSH & NATHALIE
102 RELIANCE COURT
ROCKWALL, TX 75032

WAGNER JULIE A
1020 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1021 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GIBBS STEPHANIE L
1022 SIGNAL RIDGE PLACE
ROCKWALL, TX 75087

RESIDENT
1023 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JANAK KEVIN WAYNE
1024 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CANCIOBELLO YESENIA AND
BILLY DREW MCMURTRE
1025 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WHITE RANDY
1026 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1027 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOSEPH JACOB
1028 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GLEAVES THOMAS J &
LACY N WENDT
1029 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
103 MAYFLOWER CT
ROCKWALL, TX 75032

BCL REAL ESTATE LLC
103 GROSS RD
MESQUITE, TX 75149

AUSTIN CHRISTI LYNN
103 RELIANCE COURT
ROCKWALL, TX 75032

HALAMA STEFAN & ANN
103 VALKYRIE PL
ROCKWALL, TX 75032

DUKE HEATHER
1030 SIGNAL RIDGE PL UNIT 1030
ROCKWALL, TX 75032

LOPEZ LUISA
1031 SIGNAL RIDGE PLACE UNIT 1031
ROCKWALL, TX 75032

PERROTTA SHARON
1032 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOHNSTON SHARRON
1033 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1034 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1035 SIGNAL RIDGE PL
ROCKWALL, TX 75032

PRYOR MICA MALONEY
1036 SIGNAL RIDGE PLACE #1036
ROCKWALL, TX 75032

RESIDENT
1037 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1038 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CONNER JANICE S
1039 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
104 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
104 RELIANCE CT
ROCKWALL, TX 75032

SMITH BRYAN
104 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
1040 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1041 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1042 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1043 SIGNAL RIDGE PL
ROCKWALL, TX 75032

TRINGALI CATHARINE
1044 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FAULK ELIZABETH
1045 SIGNAL RIDGE PL # 2-B
ROCKWALL, TX 75032

YANGER LISA
1046 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1047 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ZAJDL SALLY A
1048 SIGNAL RIDGE PL
ROCKWALL, TX 75032

O'CONNOR MICHAEL AND HEATHER DAWN
105 MAYFLOWER CT
ROCKWALL, TX 75032

JOHNSON FAMILY TRUST
ROBERT S AND DOLORES I JOHNSON - TRUSTEES
105 MISCHIEF LANE
ROCKWALL, TX 75032

HAYES BRANDON
105 RELIANCE CT
ROCKWALL, TX 75032

RESIDENT
106 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
106 MISCHIEF LN
ROCKWALL, TX 75032

CHRISTIAN ANGELA LEE
106 RELIANCE CT
ROCKWALL, TX 75032

ROPER JOHN & JENNIFER
107 MAYFLOWER CT
ROCKWALL, TX 75032

TOVAR ADAN AND CAROLYNN JEWELL MALICK-
GILBREATH
107 RELIANCE CT
ROCKWALL, TX 75032

GARCIA ANTONIO JR & ROXANN D
107 VALKYRIE PL
ROCKWALL, TX 75032

SLATER THOMAS EVERETT
108 MAYFLOWER CT
ROCKWALL, TX 75032

CARRILLO VICTOR G
108 MISCHIEF LN
ROCKWALL, TX 75032

PETERSEN CARL S & WENDY
108 RELIANCE CT
ROCKWALL, TX 75032

NORTEX PROPERTIES INC
% JOSEPH L ZEHR
10808 LA CABREAH LN
FORT WAYNE, IN 46845

LYONS ELIZABETH
109 MAYFLOWER COURT
ROCKWALL, TX 75032

HAGIN GARY L & W ANNE
109 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
110 MISCHIEF LN
ROCKWALL, TX 75032

COOPER ELI T & RIKKI J
110 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
1101 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1102 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1103 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GARZA OLIVIA L AND FIDENCIO
1104 SIGNAL RIDGE #1104
ROCKWALL, TX 75032

RESIDENT
1105 SIGNAL RIDGE PL
ROCKWALL, TX 75032

OGLIN THOMAS J & JOYCE L
1106 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1107 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOHNS ETHAN
1108 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RUBIO CONNIE L
1109 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RATCLIFFE KATHLEEN C
111 MAYFLOWER CT
ROCKWALL, TX 75032

CERVANTES LESLEY PATINO
1110 SIGNAL RIDGE PL
ROCKWALL, TX 75032

MILLER JEFFRY AND KATHLEEN
1111 VISTA GRANDE ROAD
EL CAJON, CA 92019

RESIDENT
1113 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LEMIEUX RICHARD
1114 SIGNAL RIDGE PL UNIT 3
ROCKWALL, TX 75032

MATHERNE JUDITH L
1115 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GARRETSON CLAY
1116 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1117 SIGNAL RIDGE PL
ROCKWALL, TX 75032

SHERMAN THREASA L AND DOYLE
112 MAYFLOWER COURT
ROCKWALL, TX 75032

TAN DAVID L AND SHANNON K
112 MISCHIEF LANE
ROCKWALL, TX 75032

CASTRO CRISTINA
113 MAYFLOWER CT
ROCKWALL, TX 75032

FAIRCHILD JOINT REVOCABLE LIVING TRUST
TONI A FAIRCHILD- TRUSTEE
114 MAYFLOWER CT
ROCKWALL, TX 75032

RASOOL SHAIKH AL HADI AND
FARHANA ZAFAR
114 MISCHIEF LANE
ROCKWALL, TX 75032

PLUTUS21 DEVELOPMENT FUND V LLC
PLUTUS21 DEVELOPMENT
11455 NEWKIRK ST STE 1405
DALLAS, TX 75229

JURCA JACOB S AND JACLYN J
115 MAYFLOWER CT
ROCKWALL, TX 75032

BRACE JUDE
116 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
118 MISCHIEF LN
ROCKWALL, TX 75032

COOK NATHAN & COURTNEY
120 MISCHIEF LN
ROCKWALL, TX 75032

GONZALEZ KEITH R & DEANNA J
120 PURITAN CT
ROCKWALL, TX 75032

HORTON TREVOR L AND MEGAN
122 PURITAN COURT
ROCKWALL, TX 75032

POTISKA PATRICIA AND ANDREA
124 PURITAN CT
ROCKWALL, TX 75032

RESIDENT
125 MISCHIEF LN
ROCKWALL, TX 75032

WINKLES GARY AND KRISTY
126 PURITAN CT
ROCKWALL, TX 75032

MARTIN NAN YI
127 MICHIEF LANE
ROCKWALL, TX 75032

HAYES RICHARD
128 PURITAN CT
ROCKWALL, TX 75032

MANSFIELD PHYLLIS J
129 MISCHIEF LANE
ROCKWALL, TX 75032

CHURY JENNIFER LEIGH & BRIAN D
131 MISCHIEF LANE
ROCKWALL, TX 75032

MORRIS NICOLE E
13724 CORDARY AVE UNIT 7
HAWTHORNE, CA 90250

PARNES DROR & ALEXANDRA
15 KESTREL COURT
ROCKWALL, TX 75032

RESIDENT
1501 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WEST VICTORIA FELICIA
1502 SIGNAL RIDGE
ROCKWALL, TX 75032

PANNELL TIMOTHY WAYNE
1503 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1504 SIGNAL RIDGE PL
ROCKWALL, TX 75032

BRINKMAN VICKI LYNN
1505 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1506 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FITZGERALD LARRY R AND JACQUELINE
1507 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1508 SIGNAL RIDGE PL
ROCKWALL, TX 75032

2019-1 IH BORROWER LP
1717 MAIN SST SUITE 2000
DALLAS, TX 75201

JOHNSON JARED H JR & BRINDA M
1741 PEPPERDALE DR
ROWLAND HEIGHTS, CA 91748

MEDINA ALEJANDRO
1800 DALROCK #100
ROWLETT, TX 75088

DWA EQUITIES LLC
1802 SIGNAL RIDGE
ROCKWALL, TX 75032

BREZ RAYMOND C & M LYNNE TRUSTEES
BREZ FAMILY TRUST
1910 SIGNAL RIDGE
ROCKWALL, TX 75032

OLSEN CATHERINE A
1920 KINGS PASS
HEATH, TX 75032

RESIDENT
1995 SUMMER LEE DR
ROCKWALL, TX 75032

RESIDENT
2000 PORTOFINO DR
ROCKWALL, TX 75032

HARVILLE BRET
2003 PORTOFINO DR
ROCKWALL, TX 75032

DASILVA JOHN M
2009 TOUCH GOLD CT
ROWLETT, TX 75088

RESIDENT
2018 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2020 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2022 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2024 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2026 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2028 PORTOFINO DR
ROCKWALL, TX 75032

LARAPINTA LLC
2028 E. BEN WHITE BLVD # 240-5820
AUSTIN, TX 75741

RESIDENT
2030 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2032 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2034 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2036 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2038 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2055 SUMMER LEE DR
ROCKWALL, TX 75032

MOORE GREGORY J
2140 PORTOFINO DR
ROCKWALL, TX 75032

WALLICK & VOLK INC
222 E 18TH ST
CHEYENNE, WY 82001

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO SUITE 300
CALABASAS, CA 91302

AMERICAN HOMES 4 RENT PROPERTIES TWO
LLC
23975 PARK SORRENTO SUITE 300
CALABASAS, CA 91302

PINK DALLAS LLC
240 WILLOWCREST
ROCKWALL, TX 75032

ODOM LACEY AND JOSH
2402 YACHT CLUB DR
ROCKWALL, TX 75032

PARRISH WENDY R
246 VICTORY LN
ROCKWALL, TX 75032

GATZKE LISA AND JAMES
247 VICTORY LANE
ROCKWALL, TX 75032

HARRIS ERIC & DEBBIE
251 VICTORY LN
ROCKWALL, TX 75032

LASANCE RICHARD & SHIRLEY
253 VICTORY LN
ROCKWALL, TX 75032

ROCKWALL LOT 3 OWNER LLC
255 ALHAMBRA CIRCLE SUITE 760

2055 SUMMER LEE ROCKWALL OWNER LLC
255 ALHAMBRA CIRCLE SUITE 760

BRITTON MATTIE JO AND ZACHARY TAYLOR
256 VICTORY LN
ROCKWALL, TX 75032

RESIDENT
257 VICTORY LN
ROCKWALL, TX 75032

HANSEN J D & PATRICIA
262 VICTORY LN
ROCKWALL, TX 75032

RESIDENT
264 VICTORY LN
ROCKWALL, TX 75032

STUBBLEFIELD SUSAN
268 VICTORY LN
ROCKWALL, TX 75032

DILOV VANIO
2717 LAKEWOOD DR
ROWLETT, TX 75088

FRANCISCO CAROLYN ELLISON
272 VICTORY LN
ROCKWALL, TX 75032

CARPENTER REVOCABLE LIVING TRUST
2752 E FM 552
ROCKWALL, TX 75087

BURKETT MARY REBECCA EASON
277 TERRY LN
HEATH, TX 75032

DEMARS GREGORY SCOTT AND
CYNTHIA LEE FLOYD
281 VICTORY LANE
ROCKWALL, TX 75032

HALL JASON M & CORI M
284 VICTORY LN
ROCKWALL, TX 75032

BAILEY BETH KENNEDY
2919 COUNTRY PLACE CIR
CARROLLTON, TX 75006

SALT PROPERTIES LLC
2931 RIDGE ROAD SUITE 101-181
ROCKWALL, TX 75032

SEEDS DAVID R
2961 S CHERRY WAY
DENVER, CO 80222

PERRY GEORGE DAVID & SANDRA SUE
299 VICTORY LN
ROCKWALL, TX 75032

MIRFENDERESKI JONAH JAVAD AND
NALINA MICHELLE SHAPIRO
301 VALIANT DRIVE
ROCKWALL, TX 75032

RESIDENT
306 VICTORY LN
ROCKWALL, TX 75032

MCNAIR KELLY
307 VICTORY LN
ROCKWALL, TX 75032

FALLS DAVID & TERRI
309 ROOKERY CT
MARCO ISLAND, FL 34145

RESIDENT
310 VICTORY LN
ROCKWALL, TX 75032

MAY DEBRA AND RODNEY
314 VICTORY LN
ROCKWALL, TX 75032

SARAH LOREDO A/K/A SARAH ARCE SPECIAL
COMMUNITY PROPERTY TRUST, A SU
JAIME & SARAH ARCE LIVING TRUST, SARAH
LOREDO/SARAH ARCE-T
315 VICTORY LN
ROCKWALL, TX 75032

LIECHTY SHIRLEY JEAN
C/O MRS AMY JENSEN
331 MOCKINGBIRD LN
AUBURN, AL 36830

LESLIE RANDY
349 E ELDORADO DR
SCROGGINS, TX 75480

MCILRATH PROPERTIES LLC
3910 WESLEY ST
GREENVILLE, TX 75401

STRAHM ROBERT & DENA LYNNE
4010 STONE HAVEN DR
GARLAND, TX 75043

OPENDOOR PROPERTY J LLC
410 N SCOTTSDALE RD STE 1600
TEMPE, AZ 85281

OPENDOOR PROPERTY J LLC
410 N SCOTTSDALE RD STE 1600
TEMPE, AZ 85281

GARDNER DAVID L REV LIV TR
4401 GMD UNIT 702
LONGBOAT KEY, FL 34228

DAVID L GARDNER REVOCABLE LIVING TRUST
4401 GULF OF MEXICO DR UNIT 702
LONGBOAT KEY, FL 34228

BRACK KENYATTA AND SELEAN TURNER
4501 YACHT CLUB DRIVE
ROCKWALL, TX 75032

BOUSSERT ANNE S & CHRISTIAN B
516 CAMELIA AVE
BATON ROUGE, LA 70806

ROCKWALL YELLOWJACKETS 3533 LLC
519 E INTERSTATE 30 PMB 212
ROCKWALL, TX 75087

GRAF DANIEL & JESSICA
5307 92ND ST
LUBBOCK, TX 79424

BAUMGARD CHRIS & LAUREN
5324 PETERSON CT
FLOWER MOUND, TX 75028

VEGA DAVID AND ALICIA C
550 MCDONALD ROAD
HEATH, TX 75032

WOODARD JENNIFER
619 E BOYDSTUN AVE
ROCKWALL, TX 75087

MCKINSTRY FRITZ AND KATHY LIVING TRUST
634 COURAGEOUS DR
ROCKWALL, TX 75032

PATTERSON WILLIAM L JR AND DWAYLA L
REVOCABLE LIVING TRUST
782 HANOVER DR
ROCKWALL, TX 75087

BENTON EMILY AND
LORI BENTON
785 WINDING RIDGE LN
ROCKWALL, TX 75032

RESIDENT
801 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LONON DEBORAH J
802 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

KILLGORE LEE A
803 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
804 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ARMSTRONG JOHN D III
804 EAGLE PASS
HEATH, TX 75032

BRYANT BLAIR WILLIAM JR
805 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WALKER RAYMOND B & PHYLLIS F REVOCABLE
TRUST
RAYMOND B & PHYLLIS F WALKER TRUSTEES
806 SIGNAL RIDGE PLACE UNIT 806
ROCKWALL, TX 75032

POPP LEILA
807 SIGNAL RIDGE PL
ROCKWALL, TX 75032

PETERSON STEVEN R & DONNA R
808 SIGNAL RIDGE
ROCKWALL, TX 75032

BRAY SHAWN & HANNAH GRACE LEHMANN-
BRAY
809 SIGNAL RIDGE
ROCKWALL, TX 75032

GERAULT JANET
810 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
811 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
812 SIGNAL RIDGE PL
ROCKWALL, TX 75032

THOMPSON JOHN R AND REGINA B
813 SIGNAL RIDGE PLACE UNIT 813
ROCKWALL, TX 75032

BRASHEARS KARI
814 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ANDREW JONATHON
815 SIGNAL RIDGE
ROCKWALL, TX 75032

RESIDENT
816 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHAPMAN LAURA J AND RONALD L
905 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GOODALL JOYCE ANN & JILL NICOLE COOPER
906 SIGNAL RIDGE PLACE 5
ROCKWALL, TX 75032

RESIDENT
907 SIGNAL RIDGE PL
ROCKWALL, TX 75032

EFFLE MANDY E AND
JOSH DEATON
908 SIGNAL RIDGE
ROCKWALL, TX 75032

RESIDENT
909 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
910 SIGNAL RIDGE PL
ROCKWALL, TX 75032

BAIRD-SMIT JULIA GRAYSON
911 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

WHITE DEBORAH
912 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DISMUKE JAMIE M
913 SIGNAL RIDGE PLACE #913
ROCKWALL, TX 75032

YANG JIE &
CHANGYUN LI
914 SIGNAL RIDGE PL UNIT 914
ROCKWALL, TX 75032

TUNNELL MEREDITH MICHELLE
915 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
916 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DEZEE GENENE
917 SIGNAL
ROCKWALL, TX 75032

RESIDENT
918 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LARAMORE ALLISON AND
KIMBERLY LARAMORE & BAYLIS H
919 SIGNAL RIGE PLACE
ROCKWALL, TX 75032

INZILLO FRANCA
920 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
921 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
921 SIGNAL RIDGE PL
ROCKWALL, TX 75032

MURRAY NORMA C
922 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
923 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
924 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
925 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
926 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
927 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WILEY ALEXANDRIA AND JOHN WESLEY
SHELTON
928 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GREEN MAUREEN
945 BREEZY HILL LANE
ROCKWALL, TX 75087

HARRIS SUSAN
9660 ALPHA LN
QUINLAN, TX 75474

TAYLOR LIVING TRUST
KEVIN ASHLEY TAYLOR AND ANNETTE
ELIZABETH TAYLOR-COTRUSTEES
9918 LINCOLNSHIRE CT
ROCKWALL, TX 75087

THE SPACE PLACE, SERIES LLC, SERIES I
P.O. BOX 1271
MOUNT PLEASANT, TX 75456

LOGAN PAULINE K
P.O. BOX 2198
ROCKWALL, TX 75087

MCMINN KIMBERLY
PMB 239 11654 PLAZA AMERICA DR
RESTON, VA 20190

AMHILL FINANCIAL LP
ATTN JIM PETERS
PO BOX 1179
ROCKWALL, TX 75087

RUSH MAJOR
PO BOX 760794
GARLAND, TX 75046

GONZALEZ LOURDES
1027 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

Wendy Petersen
2880 Chippewa Way
Provo, UT 84604-4349
214-675-4142
wendyhp55@gmail.com

10 September 2024

City of Rockwall
Planning and Zoning Department
385 South Goliad Street
Rockwall, TX 75087

Re: 108 Reliance Court

Dear Planning and Zoning Department:

This letter regards a Specific Use Permit for the residence located at 108 Reliance Court, Rockwall, Texas for designation as a short-term rental.

My husband and I built our dream house in 1994 on property we purchased in Chandlers Landing in 1993.* We lived in the house for 30 years and raised our children there.

For the past few years, my husband's parents have been inviting us to live with them in Utah to help care for them. They are 92 and 96 years old. We had several situations that prevented us from accommodating them, but during the last couple of years, things fell into place, and we made the big move. We were excited to go because most of our children and grandchildren are also in Utah.

We love our house and don't want to sell it. We want to return to visit friends and family occasionally, but we don't want our home to sit vacant most of the time. Logically, converting it into a short-term rental is a great solution because it would be occupied much of the time (hopefully), it would generate income to pay for property insurance and taxes, and we can reserve it for ourselves when we visit.

Our house is approximately 950 feet away from the nearest existing short-term rental, about 50 feet under the 1,000-foot proximity requirement. There are several items to consider in our application for a Specific Use Permit:

- Our home is located in Chandlers Landing which is an attractive neighborhood with many speed bumps which encourages slow traffic.
- Yacht Club Drive, which circles the community, is two miles around. About one consecutive mile of Yacht Club Drive has only a couple of homes whose front doors face the Drive. Reliance Court is a street that intersects that section of the Drive. The result is a feeling of less concentration and more spaciousness.
- Our property on Reliance Court includes a landscaped lot which provides a peaceful clearing.
- Our property is adjacent to the condominiums at Signal Ridge which is separated from Chandlers Landing by a fence, bushes, and trees and provides privacy.
- Our property has retaining walls on two sides which act as buffers.
- Our home is located in a small, quiet cul-de-sac that is somewhat secluded.

In addition to the City's ordinances, the Chandlers Landing Community Association requires a short-term rental application. It includes an annual administrative fee of \$100 and a \$1,500 deposit to cover fines and damages. There are regulations such as quiet time between 10 pm and 8 am, no overnight street parking, and other conditions with which renters must comply. I intend to clearly communicate to renters the importance of keeping the rules, otherwise, I will lose my ability to maintain my home as a rental.

Our home is an attractive asset that will accommodate guests in a desirable location without adversely influencing the beautiful City of Rockwall, Chandlers Landing, its residents, or visitors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wendy Petersen', written in a cursive style.

Wendy Petersen

*An interesting bit of information is that our house was built from my husband's earnings working at id Software where he worked on Doom, one of the most influential video games of all time. As a matter of fact, portions of our home are featured in Doom II. My husband, Carl Sanford (Sandy) Petersen, is a world-renowned game designer whose specialty is making games fun. He has an impressive resume filled with award-winning role-playing games, board games, card games, video games, and computer games.

Enclosures: Development Application

History of Petersen ownership of Reliance Court property

Email from Rockwall City P&Z Department accepting out-of-state notary on application

\$215 check for application fee











History of Property at
108 Reliance Court, Rockwall, Texas
Owned by Carl Sanford (Sandy) Petersen and Wendy Petersen

1993 Purchased property in Rockwall.

Chandlers Landing, Phase 20, Lot 26.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

1994 Built house on property. Paid cash for part of construction costs and acquired a mortgage for remainder.

108 Reliance Court, Rockwall.

2001 Purchased vacant lot adjacent to 108 Reliance Court.

Chandlers Landing, Phase 20, Lot 25.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

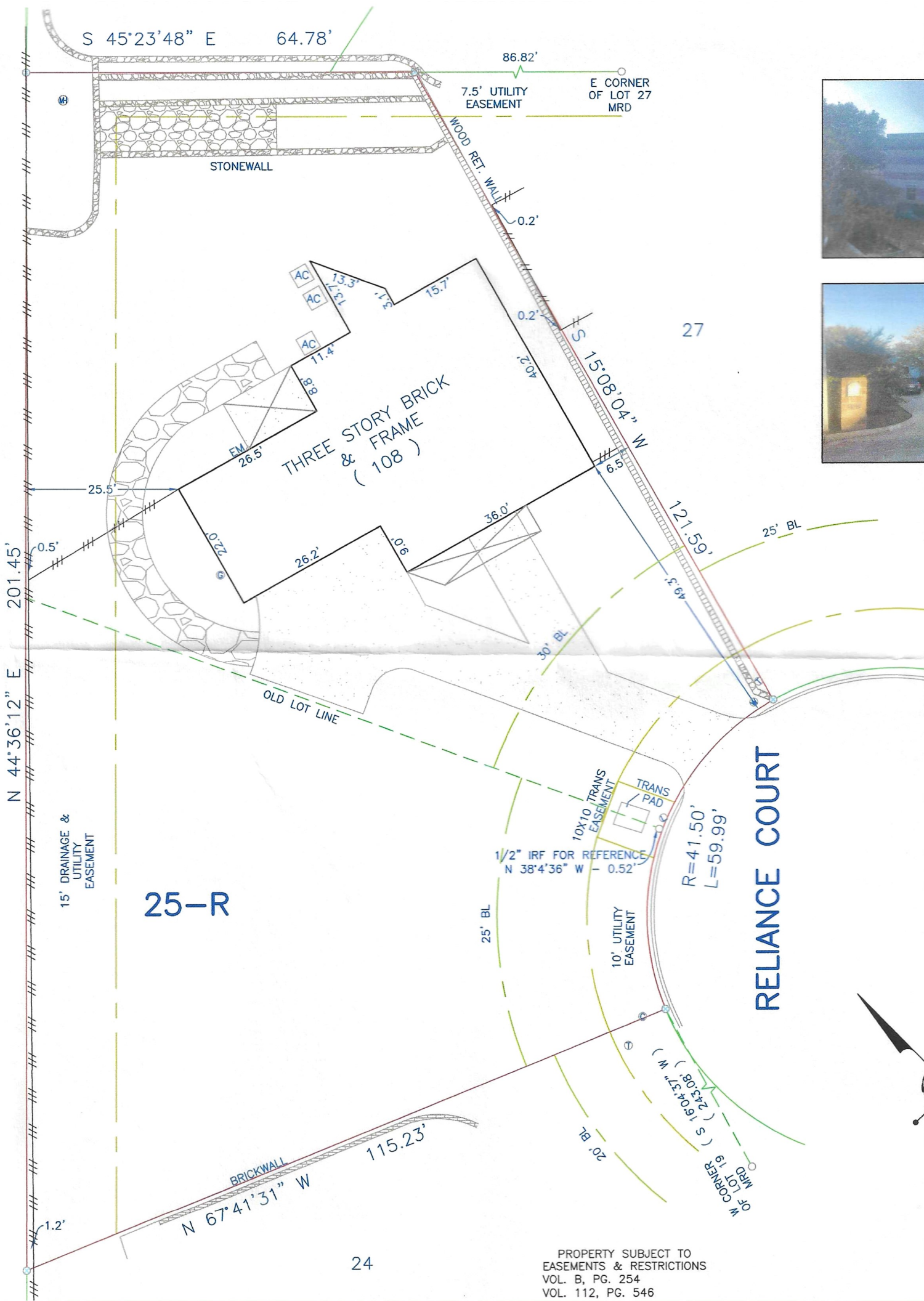
2001 Paid off mortgage acquired in 1994.

2005 Replat of Lots 25 and 26 to join the lots into one property.

Chandlers Landing, Phase 20, Lot 25-R.
Rockwall County Plat Records, Cabinet F, Slide 155.

2015 Obtained a home equity loan to invest money in a family business and 108 Reliance Court is collateral for the loan.

2024 Preparing home to become a short-term rental.



After recording please mail to:
ANGEL OAK MORTGAGE SOLUTIONS, LLC
980 HAMMOND DRIVE, SUITE 850
ATLANTA, GA 30328
Attn: Document Return

2020000028897
11/25/2020 10:57:26 AM
DEED OF TRUST
Pg: 1/16

Lawyers Title GF# 1901422000157

[Space Above This Line for Recording Data.]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT THAT IS THE TYPE OF CREDIT DEFINED BY SUBSECTION (a)(6) OF SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

Loan Number: 802009148953
MIN: 10130160000651918
MERS Phone: 1-888-679-6377

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **NOVEMBER 18, 2020**, together with all Riders to this document.

(B) "Borrower" is **CARL PETERSEN A/K/A CARL S. PETERSEN AND A/K/A SANDY PETERSEN AND WENDY HALL PETERSEN A/K/A WENDY PETERSEN, HUSBAND AND WIFE**. Borrower is the grantor under this Security Instrument.

(C) "Lender" is **ANGEL OAK MORTGAGE SOLUTIONS, LLC**. Lender is a LLC organized and existing under the laws of **DELAWARE**. Lender's address is **980 HAMMOND DRIVE, SUITE 850, ATLANTA, GA 30328**. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is **THOMAS E BLACK, JR.** Trustee's address is **2905 CORPORATE CIRCLE, FLOWER MOUND, TX 75028**.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 18, 2020**. The Note states that Borrower owes Lender **Two Hundred Eighty-Eight Thousand Seven Hundred Fifty And No/100 Dollars (U.S. \$288,750.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 01, 2050**.

Initials: CP WHP

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(I) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- Texas Home Equity Condominium Rider
- Texas Home Equity Planned Unit Development Rider
- Adjustable Rate Rider
- Other:

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the County of ROCKWALL:

BEING LOT 25R IN BLOCK A OF CHANDLERS LANDING, PHASE 20, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED IN VOLUME F, PAGE 155, PLAT RECORDS, ROCKWALL COUNTY, TEXAS

which currently has the address of **108 RELIANCE COURT**

ROCKWALL, Texas **75032** ("Property Address"):
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security

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Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that if the Property includes both homestead property and property that is not homestead property, the Property is limited solely to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. If no part of the Property is homestead property, the homestead protections of Section 50, Article XVI of the Texas Constitution are not applicable to this Extension of Credit. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied or returned to Borrower earlier, such funds may be applied to the outstanding principal balance under the Note immediately prior to foreclosure without abandoning any acceleration of the Note. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation

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to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the

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Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes a written agreement evidencing the person's consent to such lien; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note. Borrower further represents, covenants, and agrees that each owner of the Property and each owner's spouse has consented to the voluntary lien on the homestead that is being established by this Security Instrument.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets a limit on the amount of Extension of Credit charges, then all agreements between Lender and Borrower are expressly limited so that any Extension of Credit charges collected or to be collected (other than interest, bona fide discount points used to buy down the interest rate, and any excluded charges listed in Section 50(a)(6)(E)(i)-(iv) of the Texas Constitution) from Borrower, the owner of the Property, or the owner's spouse in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit are hereby amended so that such charges do not exceed, in the aggregate, the highest amount allowed by Applicable Law. If it is finally adjudicated by a court of last resort that the amount of such Extension of Credit charges exceeds the permitted limit, then: (a) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower; and (b) any sums yet to be collected from Borrower which exceed the permitted limit are hereby waived by Lender. Lender will make any refund required by this section by either making a payment to Borrower or by crediting the refund amount to the

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balance due on the Extension of Credit. Borrower acknowledges that there may be a bona fide dispute with regard to whether such Extension of Credit charges exceed in the aggregate a permitted limit and agrees that Lender will not have received adequate notice that such Extension of Credit charges exceed the permitted limit, and will have no obligation to refund any excess, unless and until that fact has been finally adjudicated by a court of last resort. **The Lender's payment or credit of any such refund will extinguish any right of action or defense to foreclosure Borrower might have arising out of such overcharge.**

This Section 13 will supersede any inconsistent provision of the Note or this Security Instrument.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copies. At the time the Extension of Credit is made, Borrower shall receive a copy of the final loan application and all executed documents signed by Borrower at closing related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check,

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provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed to limit Lender's right or time period to correct any failure to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution to the fullest extent allowed by Applicable Law. As a precondition to taking any action premised on a failure of Lender to comply with its obligations under the Extension of Credit, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender at least 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, Lender shall forfeit all principal and interest of the Extension of Credit only if: (a) Lender receives said notice, the failure to comply may be corrected by one of the methods set forth in Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, and Lender fails to correct the failure to comply within sixty (60) days after it receives said notice; (b) the Extension of Credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI of the Texas Constitution; or (c) each owner of the Property and each owner's spouse has not consented to the lien established by this Security Instrument and each owner and each owner's spouse who did not initially consent does not subsequently consent. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution, including in reasonable efforts to obtain the subsequent consent of any owner or owner's spouse who does not initially consent to the lien established by this Security Instrument.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice or written acknowledgment from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to Applicable Law and, specifically, to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law or does not comply with Section 50(a)(6), Article XVI of the Texas

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Constitution, then any such promise, payment, obligation or provision is hereby reduced to the limit of such validity, eliminated as a requirement if necessary for compliance with such law, or reformed if necessary to comply with such law without the necessity of the execution of any amendment or the delivery of any other document by Borrower or Lender.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be public occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or

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more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment, and regardless of whether the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are hereby tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender shall have the same rights and powers provided in Sections 21 and 22 of this Security Instrument in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. The owner of the Property shall not be required to apply the proceeds of the Extension of Credit to repay another debt, unless such debt, if any, is a debt secured by the Property or a debt to another lender. If proceeds of the Extension of Credit are being applied to a debt due to Lender and not secured by the Property, it is being done voluntarily by the owner of the Property and at the owner's request. Lender would make the Extension of Credit regardless of whether any proceeds are being applied to a debt due to Lender and not secured by the Property.

26. No Assignment of Wages. The owner of the Property is not assigning wages, and shall not be required to assign wages, as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made. The fair market value stated in the written acknowledgment is correct and is the value estimate in an appraisal or evaluation of the Property that was prepared in accordance with a state or federal requirement applicable to an extension of credit under Section 50(a)(6), Article XVI, Texas

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Constitution. The principal amount of the Extension of Credit, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the value stated in the executed acknowledgment. Borrower understands and agrees that Lender and its successors and assigns are relying upon Borrower's representations regarding the fair market value of the Property as additional consideration for making or purchasing the Extension of Credit, and that such representations are material. Borrower represents, warrants, and agrees that such representations are being made on all information known to Borrower and Lender at this time, and that Borrower may not later assert a different fair market value of the Property, even if such assertion is based on information discovered by Borrower after the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit; and/or (d) allow the Extension of Credit to be accelerated because of a decrease in the market value of the Property or because of a default under other indebtedness not secured by a prior valid encumbrance against the Property. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

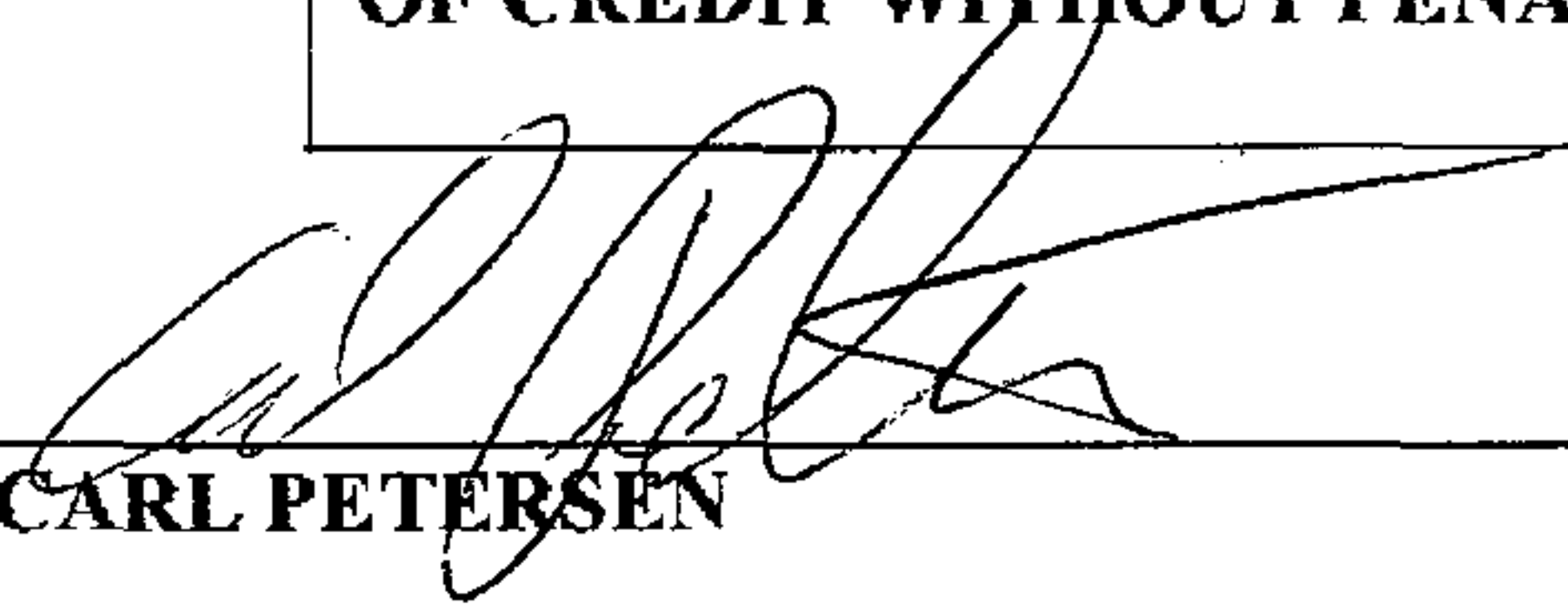
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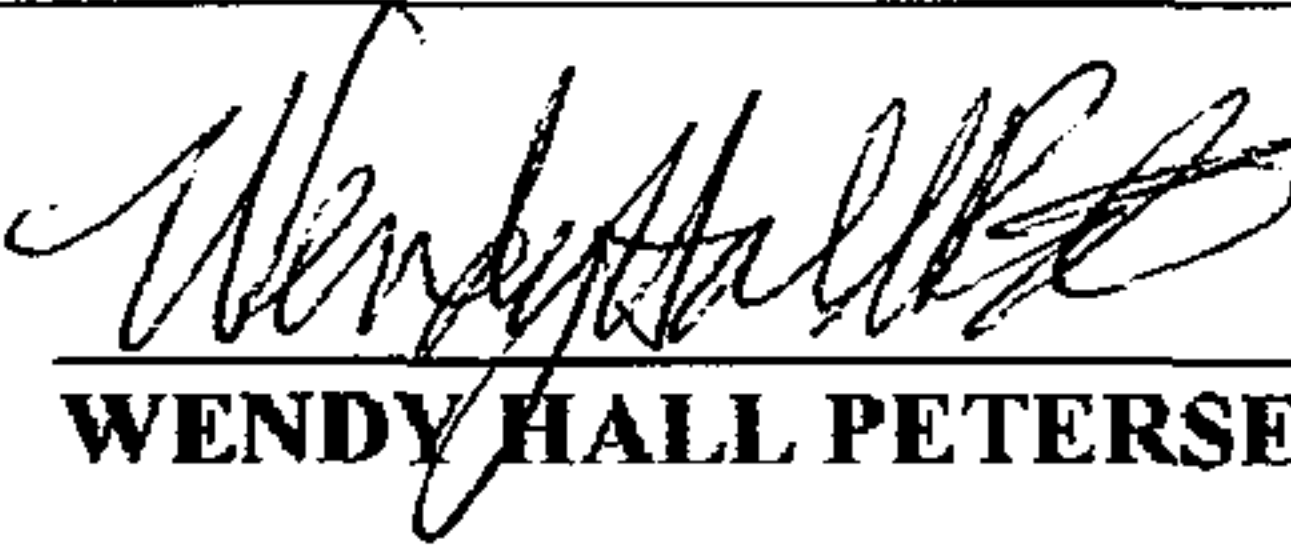
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.



CARL PETERSEN -Borrower



WENDY HALL PETERSEN -Borrower

-Borrower

-Borrower

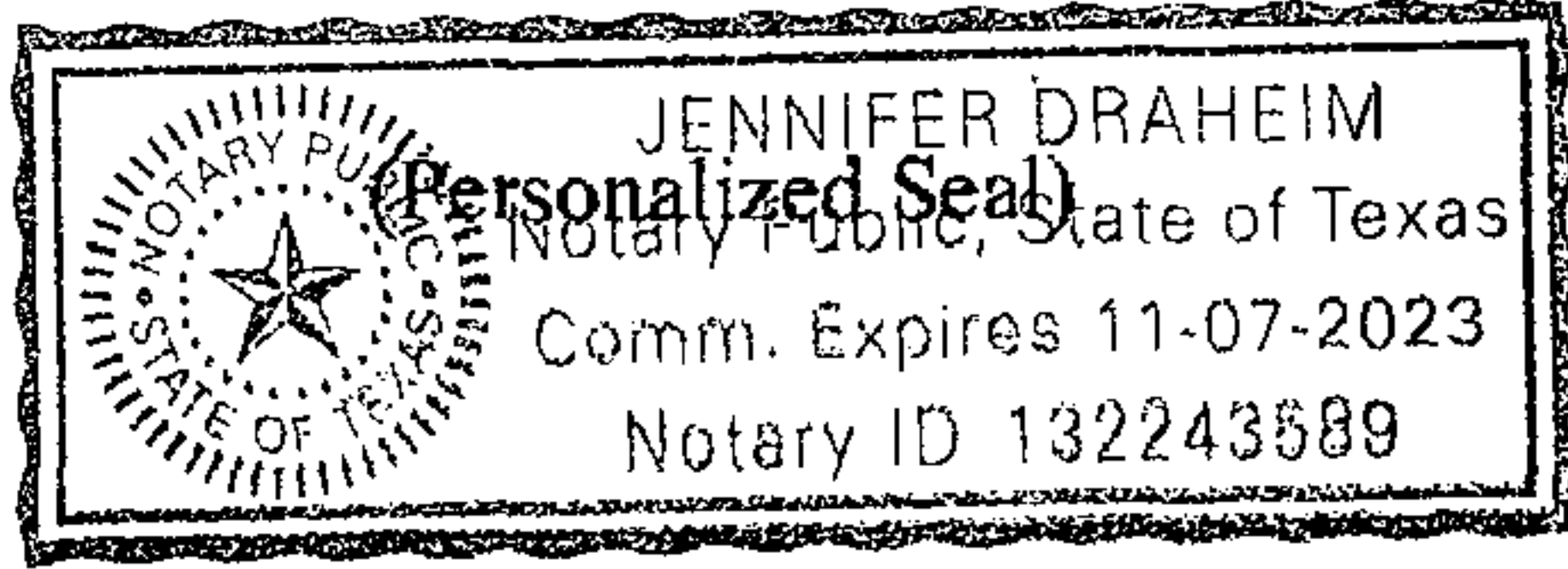
-Borrower

-Borrower

[Space Below This Line for Acknowledgment]

State of Texas
County of ~~COLLIN~~ Rockwall § § *Q*

This instrument was acknowledged before me on Nov 18, 2020 (date) by **CARL PETERSEN and WENDY HALL PETERSEN** (name or names of person or persons acknowledging).



Jennifer Draheim

Signature of Officer
E.O

Title of Officer
11-7-2023

My Commission Expires

Loan Originator Organization: AMCAP MORTGAGE, LTD.; NMLSR ID: 129122
Loan Originator Organization: ANGEL OAK MORTGAGE SOLUTIONS, LLC; NMLSR ID: 1160240
Individual Loan Originator: ANDREA SMITH; NMLSR ID: 207168

TEXAS HOME EQUITY PLANNED UNIT DEVELOPMENT RIDER

Loan Number: 802009148953

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18TH day of NOVEMBER, 2020, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ANGEL OAK MORTGAGE SOLUTIONS, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

108 RELIANCE COURT, ROCKWALL, TX 75032

[Property Address]

The property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions, and restrictions filed in the Real Property records of the county in which the property is located (the "Declaration"). The property is a part of a planned unit development described in the Declaration (the "PUD"). The property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest. Insofar as permitted by Section 50(a)(6)(H), Article XVI of the Texas Constitution, "homestead" shall include the elements of the property described by this Rider.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, or to common areas and facilities of the PUD, any proceeds payable to Borrower shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or


(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]



CARL PETERSEN (Seal)
- Borrower



WENDY HALL PETERSEN (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
11/25/2020 10:57:26 AM
Fee: \$86.00
2020000028897





PROJECT COMMENTS



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

DATE: 9/18/2024

PROJECT NUMBER: Z2024-046
PROJECT NAME: SUP for a Short Term Rental
SITE ADDRESS/LOCATIONS: 108 RELIANCE CT

CASE CAPTION: Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance Court, and take any action necessary.

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
	Henry Lee	09/18/2024	Approved w/ Comments

09/18/2024: 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 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance Court.

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 (Z2024-046) 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 950.00-feet from an existing and permitted Short-Term Rental (Non-Owner-Occupied Single-Family Home, Townhome, or Duplex).

M.7 Please provide an 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.8 Review the attached draft ordinance prior to the September 24, 2024 Planning & Zoning Commission meeting, and provide staff with your markups by October 1, 2024.

I.9 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 October 1, 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 October 15, 2024 Planning and Zoning Commission Public Hearing Meeting. The Planning and Zoning Commission Work Session Meeting for this case will be held on September 24, 2024.

I.10 The projected City Council meeting dates for this case will be October 21, 2024 (1st Reading) and November 4, 2024 (2nd Reading).

DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
ENGINEERING	Madelyn Price	09/17/2024	Approved
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
BUILDING	Craig Foshee	09/18/2024	Approved
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
FIRE	Ariana Kistner	09/17/2024	N/A
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
GIS	Lance Singleton	09/16/2024	Approved
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
POLICE	Chris Cleveland	09/13/2024	Approved
No Comments			
DEPARTMENT	REVIEWER	DATE OF REVIEW	STATUS OF PROJECT
PARKS	Travis Sales	09/16/2024	Approved w/ Comments
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)¹
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE)¹
- FINAL PLAT (\$300.00 + \$20.00 ACRE)¹
- REPLAT (\$300.00 + \$20.00 ACRE)¹
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

SITE PLAN APPLICATION FEES:

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

ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE)¹
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE)^{1 & 2}
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE)¹

OTHER APPLICATION FEES:

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

NOTES:

¹ 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.
² 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 108 Reliance Court, Rockwall, TX 75032

SUBDIVISION Chandlers Landing

LOT

25-R

BLOCK

A

GENERAL LOCATION from the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING residential

CURRENT USE residential

PROPOSED ZONING short-term rental

PROPOSED USE short-term rental

ACREAGE .411 acres

LOTS [CURRENT]

1

LOTS [PROPOSED]

1

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 Carl Sanford (Sandy) Petersen and Wendy Petersen

APPLICANT

CONTACT PERSON Wendy Petersen

CONTACT PERSON

ADDRESS 2880 Chippewa Way

ADDRESS

CITY, STATE & ZIP Provo, UT 84604-4349

CITY, STATE & ZIP

PHONE 214-675-4142

PHONE

E-MAIL wendyhp55@gmail.com

E-MAIL

NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Wendy Petersen [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 \$ 215.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 6th DAY OF September 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 6 DAY OF September 2024

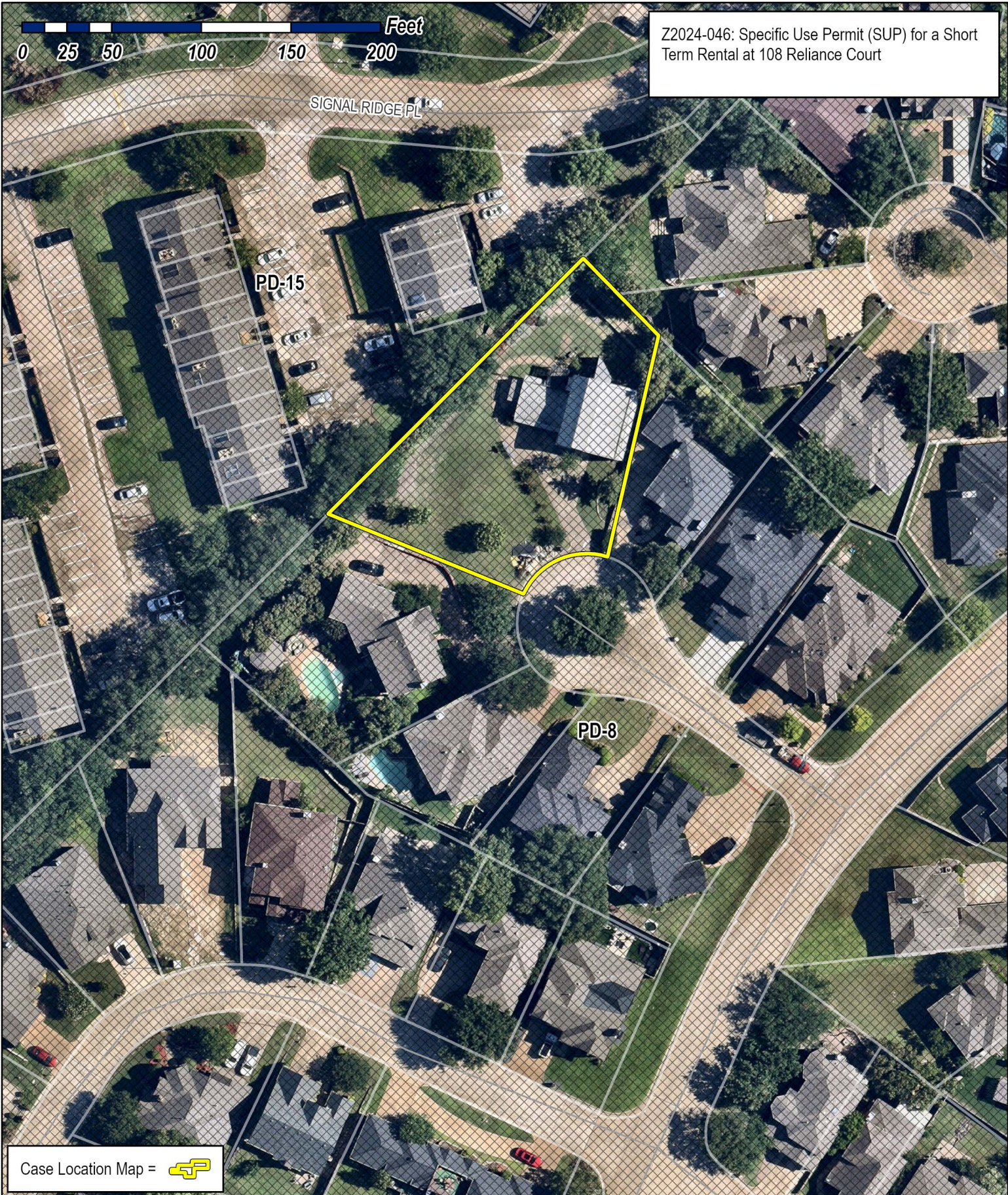
OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF Utah



MY COMMISSION EXPIRES

Oct. 23, 2027



Z2024-046: Specific Use Permit (SUP) for a Short Term Rental at 108 Reliance Court



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.

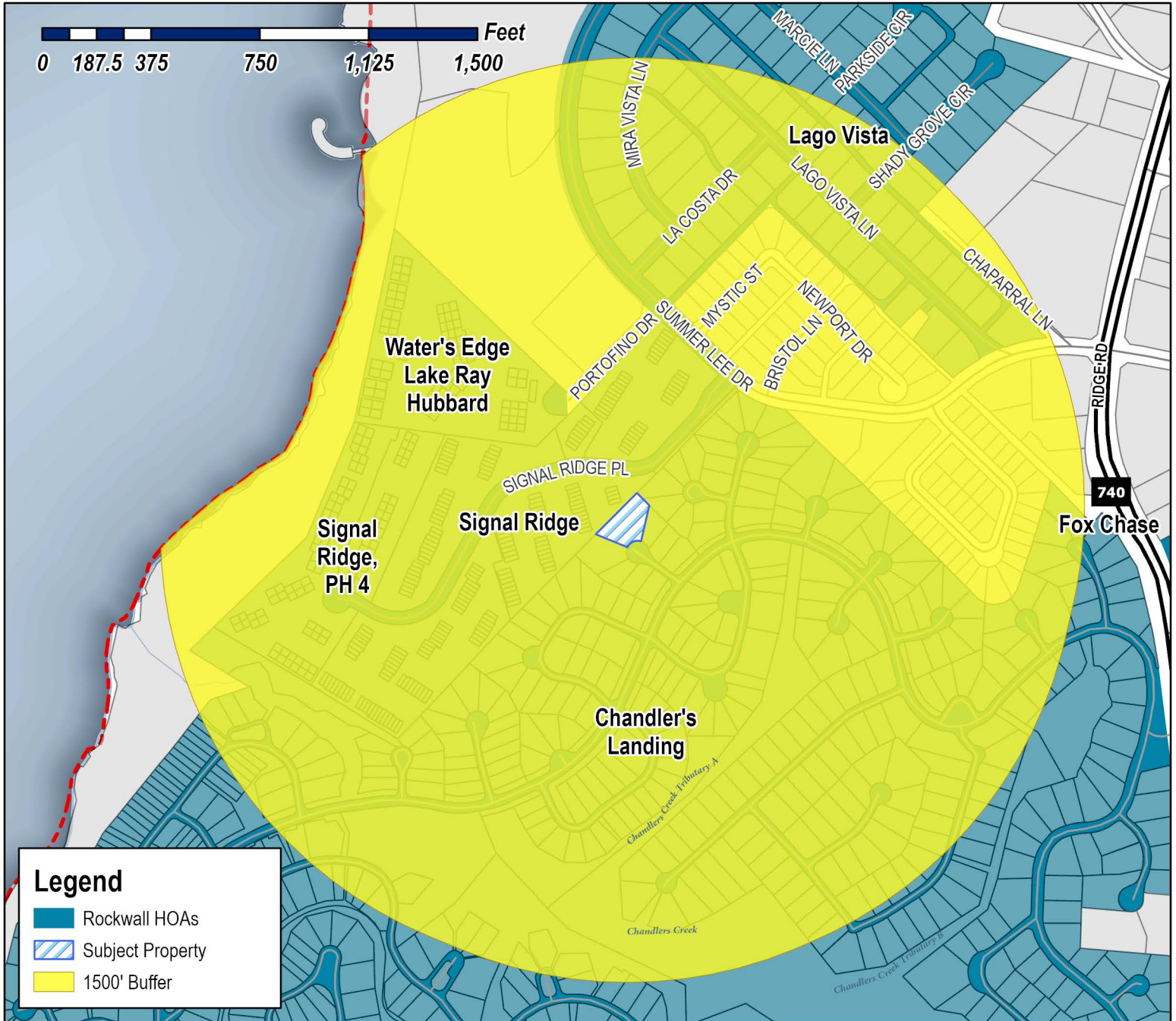




City of Rockwall

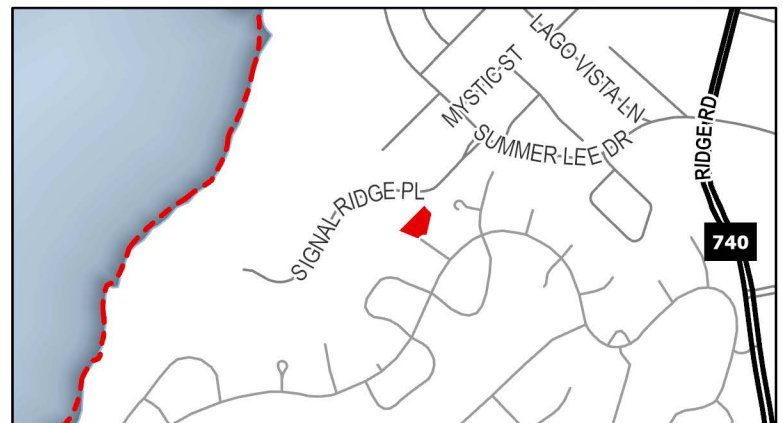
Planning & Zoning Department
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Case Number: Z2024-046
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Planned Development District 8 (PD-8)
Case Address: 108 Reliance Court

Date Saved: 9/13/2024
 For Questions on this Case Call (972) 771-7745



From: [Zavala, Melanie](#)
Cc: [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)
Subject: Neighborhood Notification Program [Z2024-046]
Date: Wednesday, September 18, 2024 10:36:36 AM
Attachments: [Public Notice \(P&Z\) \(09.16.2024\).pdf](#)
[HOA Map \(09.13.2024\).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, September 20, 2024](#). The Planning and Zoning Commission will hold a public hearing on [Tuesday, October 15, 2024 at 6:00 PM](#), and the City Council will hold a public hearing on [Monday, October 21, 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 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>.

-
Z2024-046: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County

Thank you,

Melanie Zavala

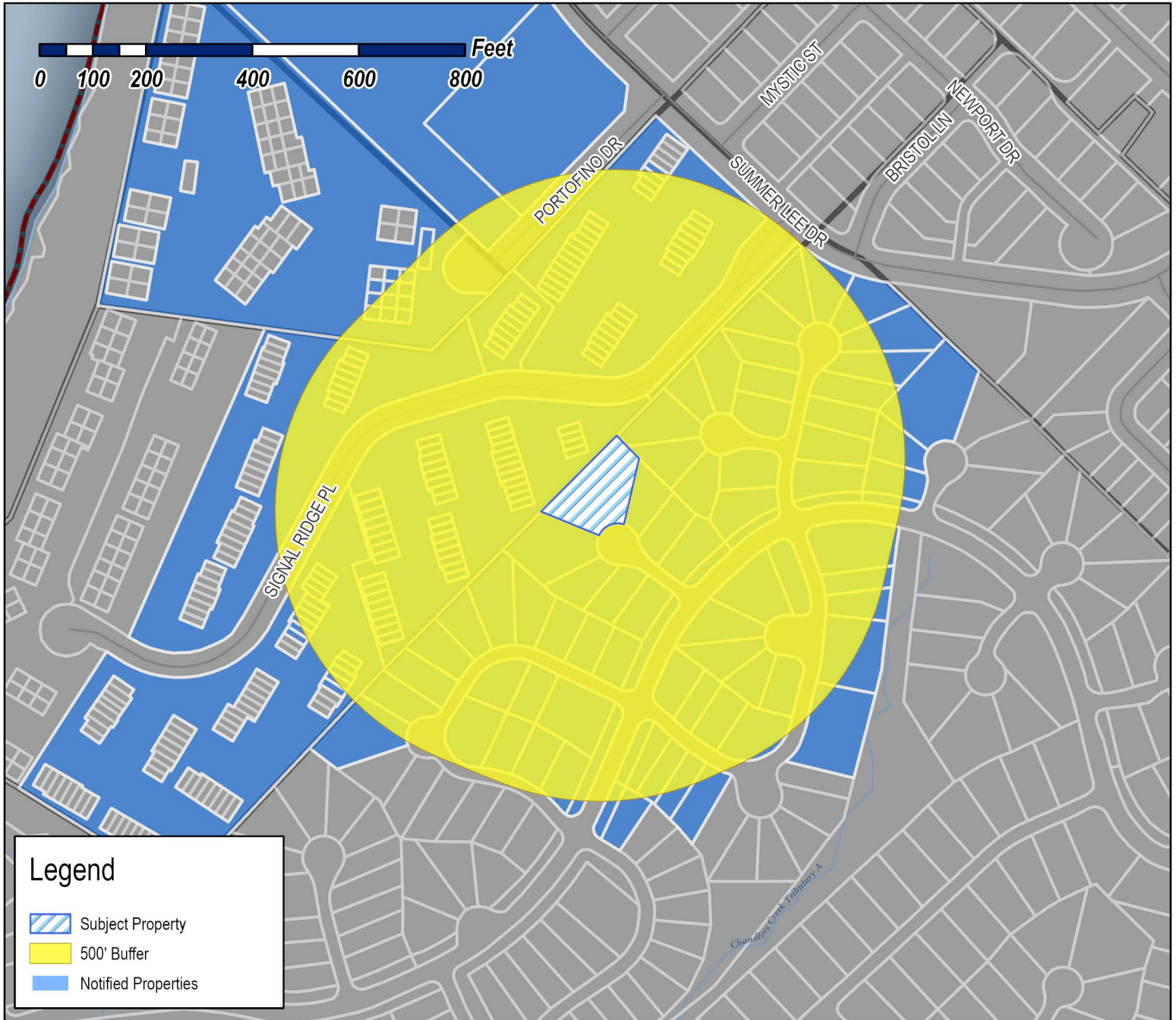
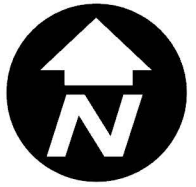
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall
385 S. Goliad Street | Rockwall, TX 75087
[Planning & Zoning Rockwall](#)
972-771-7745 Ext. 6568



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: Z2024-046
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Planned Development District 8 (PD-8)
Case Address: 108 Reliance Court

Date Saved: 9/13/2024

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



BELOTE GARLAND III
1001 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

MEAVE DAVID MICHAEL
1002 SIGNAL RIDGE PL
ROCKWALL, TX 75032

SHAH ZAHRA
1003 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

PEREZ FREDDIE
1004 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1005 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESENDIZ FERNANDO JR AND TIFFANY ARAI
ARAGON
1006 SIGNAL RIDGE PL
ROCKWALL, TX 75032

HILL KENNETH JAMES AND BETH ANNE
1006 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1007 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHAPMAN PAMELA JEAN
1008 SIGNAL RIDGE
ROCKWALL, TX 75032

MIEROW SHARON A
1009 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LANGSTONFRIEDA KARLEN
101 MAYFLOWER CT
ROCKWALL, TX 75032

SWEET CHASE AND SADIE
101 RELIANCE CT
ROCKWALL, TX 75032

NASH SYDNEY
101 VALKYRIE PL
ROCKWALL, TX 75032

MCAFFEE CANDACE
1010 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FOREMAN JANET
1011 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ESTILL KENNETH W & CONNIE R
1012 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1013 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHARLES CREIG
1014 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DEWET WAYNE JOHN
1015 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GRAGG CAROL
1016 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1017 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1018 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1019 SIGNAL RIDGE PL
ROCKWALL, TX 75032

HARRELL STEVEN R AND ROBERTA J
102 MAYFLOWER CT
ROCKWALL, TX 75032

HALL CORI
102 MISCHIEF LANE
ROCKWALL, TX 75032

CHENAULT JOSH & NATHALIE
102 RELIANCE COURT
ROCKWALL, TX 75032

WAGNER JULIE A
1020 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1021 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GIBBS STEPHANIE L
1022 SIGNAL RIDGE PLACE
ROCKWALL, TX 75087

RESIDENT
1023 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JANAK KEVIN WAYNE
1024 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CANCIOBELLO YESENIA AND
BILLY DREW MCMURTRE
1025 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WHITE RANDY
1026 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1027 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOSEPH JACOB
1028 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GLEAVES THOMAS J &
LACY N WENDT
1029 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
103 MAYFLOWER CT
ROCKWALL, TX 75032

BCL REAL ESTATE LLC
103 GROSS RD
MESQUITE, TX 75149

AUSTIN CHRISTI LYNN
103 RELIANCE COURT
ROCKWALL, TX 75032

HALAMA STEFAN & ANN
103 VALKYRIE PL
ROCKWALL, TX 75032

DUKE HEATHER
1030 SIGNAL RIDGE PL UNIT 1030
ROCKWALL, TX 75032

LOPEZ LUISA
1031 SIGNAL RIDGE PLACE UNIT 1031
ROCKWALL, TX 75032

PERROTTA SHARON
1032 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOHNSTON SHARRON
1033 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1034 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1035 SIGNAL RIDGE PL
ROCKWALL, TX 75032

PRYOR MICA MALONEY
1036 SIGNAL RIDGE PLACE #1036
ROCKWALL, TX 75032

RESIDENT
1037 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1038 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CONNER JANICE S
1039 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
104 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
104 RELIANCE CT
ROCKWALL, TX 75032

SMITH BRYAN
104 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
1040 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1041 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1042 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1043 SIGNAL RIDGE PL
ROCKWALL, TX 75032

TRINGALI CATHARINE
1044 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FAULK ELIZABETH
1045 SIGNAL RIDGE PL # 2-B
ROCKWALL, TX 75032

YANGER LISA
1046 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1047 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ZAJDL SALLY A
1048 SIGNAL RIDGE PL
ROCKWALL, TX 75032

O'CONNOR MICHAEL AND HEATHER DAWN
105 MAYFLOWER CT
ROCKWALL, TX 75032

JOHNSON FAMILY TRUST
ROBERT S AND DOLORES I JOHNSON - TRUSTEES
105 MISCHIEF LANE
ROCKWALL, TX 75032

HAYES BRANDON
105 RELIANCE CT
ROCKWALL, TX 75032

RESIDENT
106 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
106 MISCHIEF LN
ROCKWALL, TX 75032

CHRISTIAN ANGELA LEE
106 RELIANCE CT
ROCKWALL, TX 75032

ROPER JOHN & JENNIFER
107 MAYFLOWER CT
ROCKWALL, TX 75032

TOVAR ADAN AND CAROLYNN JEWELL MALICK-
GILBREATH
107 RELIANCE CT
ROCKWALL, TX 75032

GARCIA ANTONIO JR & ROXANN D
107 VALKYRIE PL
ROCKWALL, TX 75032

SLATER THOMAS EVERETT
108 MAYFLOWER CT
ROCKWALL, TX 75032

CARRILLO VICTOR G
108 MISCHIEF LN
ROCKWALL, TX 75032

PETERSEN CARL S & WENDY
108 RELIANCE CT
ROCKWALL, TX 75032

NORTEX PROPERTIES INC
% JOSEPH L ZEHR
10808 LA CABREAH LN
FORT WAYNE, IN 46845

LYONS ELIZABETH
109 MAYFLOWER COURT
ROCKWALL, TX 75032

HAGIN GARY L & W ANNE
109 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
110 MISCHIEF LN
ROCKWALL, TX 75032

COOPER ELI T & RIKKI J
110 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
1101 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1102 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1103 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GARZA OLIVIA L AND FIDENCIO
1104 SIGNAL RIDGE #1104
ROCKWALL, TX 75032

RESIDENT
1105 SIGNAL RIDGE PL
ROCKWALL, TX 75032

OGLIN THOMAS J & JOYCE L
1106 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1107 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOHNS ETHAN
1108 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RUBIO CONNIE L
1109 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RATCLIFFE KATHLEEN C
111 MAYFLOWER CT
ROCKWALL, TX 75032

CERVANTES LESLEY PATINO
1110 SIGNAL RIDGE PL
ROCKWALL, TX 75032

MILLER JEFFRY AND KATHLEEN
1111 VISTA GRANDE ROAD
EL CAJON, CA 92019

RESIDENT
1113 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LEMIEUX RICHARD
1114 SIGNAL RIDGE PL UNIT 3
ROCKWALL, TX 75032

MATHERNE JUDITH L
1115 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GARRETSON CLAY
1116 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1117 SIGNAL RIDGE PL
ROCKWALL, TX 75032

SHERMAN THREASA L AND DOYLE
112 MAYFLOWER COURT
ROCKWALL, TX 75032

TAN DAVID L AND SHANNON K
112 MISCHIEF LANE
ROCKWALL, TX 75032

CASTRO CRISTINA
113 MAYFLOWER CT
ROCKWALL, TX 75032

FAIRCHILD JOINT REVOCABLE LIVING TRUST
TONI A FAIRCHILD- TRUSTEE
114 MAYFLOWER CT
ROCKWALL, TX 75032

RASOOL SHAIKH AL HADI AND
FARHANA ZAFAR
114 MISCHIEF LANE
ROCKWALL, TX 75032

PLUTUS21 DEVELOPMENT FUND V LLC
PLUTUS21 DEVELOPMENT
11455 NEWKIRK ST STE 1405
DALLAS, TX 75229

JURCA JACOB S AND JACLYN J
115 MAYFLOWER CT
ROCKWALL, TX 75032

BRACE JUDE
116 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
118 MISCHIEF LN
ROCKWALL, TX 75032

COOK NATHAN & COURTNEY
120 MISCHIEF LN
ROCKWALL, TX 75032

GONZALEZ KEITH R & DEANNA J
120 PURITAN CT
ROCKWALL, TX 75032

HORTON TREVOR L AND MEGAN
122 PURITAN COURT
ROCKWALL, TX 75032

POTISKA PATRICIA AND ANDREA
124 PURITAN CT
ROCKWALL, TX 75032

RESIDENT
125 MISCHIEF LN
ROCKWALL, TX 75032

WINKLES GARY AND KRISTY
126 PURITAN CT
ROCKWALL, TX 75032

MARTIN NAN YI
127 MICHIEF LANE
ROCKWALL, TX 75032

HAYES RICHARD
128 PURITAN CT
ROCKWALL, TX 75032

MANSFIELD PHYLLIS J
129 MISCHIEF LANE
ROCKWALL, TX 75032

CHURY JENNIFER LEIGH & BRIAN D
131 MISCHIEF LANE
ROCKWALL, TX 75032

MORRIS NICOLE E
13724 CORDARY AVE UNIT 7
HAWTHORNE, CA 90250

PARNES DROR & ALEXANDRA
15 KESTREL COURT
ROCKWALL, TX 75032

RESIDENT
1501 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WEST VICTORIA FELICIA
1502 SIGNAL RIDGE
ROCKWALL, TX 75032

PANNELL TIMOTHY WAYNE
1503 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1504 SIGNAL RIDGE PL
ROCKWALL, TX 75032

BRINKMAN VICKI LYNN
1505 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1506 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FITZGERALD LARRY R AND JACQUELINE
1507 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1508 SIGNAL RIDGE PL
ROCKWALL, TX 75032

2019-1 IH BORROWER LP
1717 MAIN SST SUITE 2000
DALLAS, TX 75201

JOHNSON JARED H JR & BRINDA M
1741 PEPPERDALE DR
ROWLAND HEIGHTS, CA 91748

MEDINA ALEJANDRO
1800 DALROCK #100
ROWLETT, TX 75088

DWA EQUITIES LLC
1802 SIGNAL RIDGE
ROCKWALL, TX 75032

BREZ RAYMOND C & M LYNNE TRUSTEES
BREZ FAMILY TRUST
1910 SIGNAL RIDGE
ROCKWALL, TX 75032

OLSEN CATHERINE A
1920 KINGS PASS
HEATH, TX 75032

RESIDENT
1995 SUMMER LEE DR
ROCKWALL, TX 75032

RESIDENT
2000 PORTOFINO DR
ROCKWALL, TX 75032

HARVILLE BRET
2003 PORTOFINO DR
ROCKWALL, TX 75032

DASILVA JOHN M
2009 TOUCH GOLD CT
ROWLETT, TX 75088

RESIDENT
2018 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2020 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2022 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2024 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2026 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2028 PORTOFINO DR
ROCKWALL, TX 75032

LARAPINTA LLC
2028 E. BEN WHITE BLVD # 240-5820
AUSTIN, TX 75741

RESIDENT
2030 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2032 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2034 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2036 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2038 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2055 SUMMER LEE DR
ROCKWALL, TX 75032

MOORE GREGORY J
2140 PORTOFINO DR
ROCKWALL, TX 75032

WALLICK & VOLK INC
222 E 18TH ST
CHEYENNE, WY 82001

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO SUITE 300
CALABASAS, CA 91302

AMERICAN HOMES 4 RENT PROPERTIES TWO
LLC
23975 PARK SORRENTO SUITE 300
CALABASAS, CA 91302

PINK DALLAS LLC
240 WILLOWCREST
ROCKWALL, TX 75032

ODOM LACEY AND JOSH
2402 YACHT CLUB DR
ROCKWALL, TX 75032

PARRISH WENDY R
246 VICTORY LN
ROCKWALL, TX 75032

GATZKE LISA AND JAMES
247 VICTORY LANE
ROCKWALL, TX 75032

HARRIS ERIC & DEBBIE
251 VICTORY LN
ROCKWALL, TX 75032

LASANCE RICHARD & SHIRLEY
253 VICTORY LN
ROCKWALL, TX 75032

ROCKWALL LOT 3 OWNER LLC
255 ALHAMBRA CIRCLE SUITE 760

2055 SUMMER LEE ROCKWALL OWNER LLC
255 ALHAMBRA CIRCLE SUITE 760

BRITTON MATTIE JO AND ZACHARY TAYLOR
256 VICTORY LN
ROCKWALL, TX 75032

RESIDENT
257 VICTORY LN
ROCKWALL, TX 75032

HANSEN J D & PATRICIA
262 VICTORY LN
ROCKWALL, TX 75032

RESIDENT
264 VICTORY LN
ROCKWALL, TX 75032

STUBBLEFIELD SUSAN
268 VICTORY LN
ROCKWALL, TX 75032

DILOV VANIO
2717 LAKEWOOD DR
ROWLETT, TX 75088

FRANCISCO CAROLYN ELLISON
272 VICTORY LN
ROCKWALL, TX 75032

CARPENTER REVOCABLE LIVING TRUST
2752 E FM 552
ROCKWALL, TX 75087

BURKETT MARY REBECCA EASON
277 TERRY LN
HEATH, TX 75032

DEMARS GREGORY SCOTT AND
CYNTHIA LEE FLOYD
281 VICTORY LANE
ROCKWALL, TX 75032

HALL JASON M & CORI M
284 VICTORY LN
ROCKWALL, TX 75032

BAILEY BETH KENNEDY
2919 COUNTRY PLACE CIR
CARROLLTON, TX 75006

SALT PROPERTIES LLC
2931 RIDGE ROAD SUITE 101-181
ROCKWALL, TX 75032

SEEDS DAVID R
2961 S CHERRY WAY
DENVER, CO 80222

PERRY GEORGE DAVID & SANDRA SUE
299 VICTORY LN
ROCKWALL, TX 75032

MIRFENDERESKI JONAH JAVAD AND
NALINA MICHELLE SHAPIRO
301 VALIANT DRIVE
ROCKWALL, TX 75032

RESIDENT
306 VICTORY LN
ROCKWALL, TX 75032

MCNAIR KELLY
307 VICTORY LN
ROCKWALL, TX 75032

FALLS DAVID & TERRI
309 ROOKERY CT
MARCO ISLAND, FL 34145

RESIDENT
310 VICTORY LN
ROCKWALL, TX 75032

MAY DEBRA AND RODNEY
314 VICTORY LN
ROCKWALL, TX 75032

SARAH LOREDO A/K/A SARAH ARCE SPECIAL
COMMUNITY PROPERTY TRUST, A SU
JAIME & SARAH ARCE LIVING TRUST, SARAH
LOREDO/SARAH ARCE-T
315 VICTORY LN
ROCKWALL, TX 75032

LIECHTY SHIRLEY JEAN
C/O MRS AMY JENSEN
331 MOCKINGBIRD LN
AUBURN, AL 36830

LESLIE RANDY
349 E ELDORADO DR
SCROGGINS, TX 75480

MCILRATH PROPERTIES LLC
3910 WESLEY ST
GREENVILLE, TX 75401

STRAHM ROBERT & DENA LYNNE
4010 STONE HAVEN DR
GARLAND, TX 75043

OPENDOOR PROPERTY J LLC
410 N SCOTTSDALE RD STE 1600
TEMPE, AZ 85281

OPENDOOR PROPERTY J LLC
410 N SCOTTSDALE RD STE 1600
TEMPE, AZ 85281

GARDNER DAVID L REV LIV TR
4401 GMD UNIT 702
LONGBOAT KEY, FL 34228

DAVID L GARDNER REVOCABLE LIVING TRUST
4401 GULF OF MEXICO DR UNIT 702
LONGBOAT KEY, FL 34228

BRACK KENYATTA AND SELEAN TURNER
4501 YACHT CLUB DRIVE
ROCKWALL, TX 75032

BOUSSERT ANNE S & CHRISTIAN B
516 CAMELIA AVE
BATON ROUGE, LA 70806

ROCKWALL YELLOWJACKETS 3533 LLC
519 E INTERSTATE 30 PMB 212
ROCKWALL, TX 75087

GRAF DANIEL & JESSICA
5307 92ND ST
LUBBOCK, TX 79424

BAUMGARD CHRIS & LAUREN
5324 PETERSON CT
FLOWER MOUND, TX 75028

VEGA DAVID AND ALICIA C
550 MCDONALD ROAD
HEATH, TX 75032

WOODARD JENNIFER
619 E BOYDSTUN AVE
ROCKWALL, TX 75087

MCKINSTRY FRITZ AND KATHY LIVING TRUST
634 COURAGEOUS DR
ROCKWALL, TX 75032

PATTERSON WILLIAM L JR AND DWAYLA L
REVOCABLE LIVING TRUST
782 HANOVER DR
ROCKWALL, TX 75087

BENTON EMILY AND
LORI BENTON
785 WINDING RIDGE LN
ROCKWALL, TX 75032

RESIDENT
801 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LONON DEBORAH J
802 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

KILLGORE LEE A
803 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
804 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ARMSTRONG JOHN D III
804 EAGLE PASS
HEATH, TX 75032

BRYANT BLAIR WILLIAM JR
805 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WALKER RAYMOND B & PHYLLIS F REVOCABLE
TRUST
RAYMOND B & PHYLLIS F WALKER TRUSTEES
806 SIGNAL RIDGE PLACE UNIT 806
ROCKWALL, TX 75032

POPP LEILA
807 SIGNAL RIDGE PL
ROCKWALL, TX 75032

PETERSON STEVEN R & DONNA R
808 SIGNAL RIDGE
ROCKWALL, TX 75032

BRAY SHAWN & HANNAH GRACE LEHMANN-
BRAY
809 SIGNAL RIDGE
ROCKWALL, TX 75032

GERAULT JANET
810 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
811 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
812 SIGNAL RIDGE PL
ROCKWALL, TX 75032

THOMPSON JOHN R AND REGINA B
813 SIGNAL RIDGE PLACE UNIT 813
ROCKWALL, TX 75032

BRASHEARS KARI
814 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ANDREW JONATHON
815 SIGNAL RIDGE
ROCKWALL, TX 75032

RESIDENT
816 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHAPMAN LAURA J AND RONALD L
905 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GOODALL JOYCE ANN & JILL NICOLE COOPER
906 SIGNAL RIDGE PLACE 5
ROCKWALL, TX 75032

RESIDENT
907 SIGNAL RIDGE PL
ROCKWALL, TX 75032

EFFLE MANDY E AND
JOSH DEATON
908 SIGNAL RIDGE
ROCKWALL, TX 75032

RESIDENT
909 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
910 SIGNAL RIDGE PL
ROCKWALL, TX 75032

BAIRD-SMIT JULIA GRAYSON
911 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

WHITE DEBORAH
912 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DISMUKE JAMIE M
913 SIGNAL RIDGE PLACE #913
ROCKWALL, TX 75032

YANG JIE &
CHANGYUN LI
914 SIGNAL RIDGE PL UNIT 914
ROCKWALL, TX 75032

TUNNELL MEREDITH MICHELLE
915 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
916 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DEZEE GENENE
917 SIGNAL
ROCKWALL, TX 75032

RESIDENT
918 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LARAMORE ALLISON AND
KIMBERLY LARAMORE & BAYLIS H
919 SIGNAL RIGE PLACE
ROCKWALL, TX 75032

INZILLO FRANCA
920 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
921 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
921 SIGNAL RIDGE PL
ROCKWALL, TX 75032

MURRAY NORMA C
922 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
923 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
924 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
925 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
926 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
927 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WILEY ALEXANDRIA AND JOHN WESLEY
SHELTON
928 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GREEN MAUREEN
945 BREEZY HILL LANE
ROCKWALL, TX 75087

HARRIS SUSAN
9660 ALPHA LN
QUINLAN, TX 75474

TAYLOR LIVING TRUST
KEVIN ASHLEY TAYLOR AND ANNETTE
ELIZABETH TAYLOR-COTRUSTEES
9918 LINCOLNSHIRE CT
ROCKWALL, TX 75087

THE SPACE PLACE, SERIES LLC, SERIES I
P.O. BOX 1271
MOUNT PLEASANT, TX 75456

LOGAN PAULINE K
P.O. BOX 2198
ROCKWALL, TX 75087

MCMINN KIMBERLY
PMB 239 11654 PLAZA AMERICA DR
RESTON, VA 20190

AMHILL FINANCIAL LP
ATTN JIM PETERS
PO BOX 1179
ROCKWALL, TX 75087

RUSH MAJOR
PO BOX 760794
GARLAND, TX 75046

GONZALEZ LOURDES
1027 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

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:

Z2024-046: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a *Specific Use Permit (SUP)* for a *Short-Term Rental* on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler’s Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance 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, October 15, 2024 at 6:00 PM, and the City Council will hold a public hearing on Monday, October 21, 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. If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, October 21, 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. Z2024-046: 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

Wendy Petersen
2880 Chippewa Way
Provo, UT 84604-4349
214-675-4142
wendyhp55@gmail.com

10 September 2024

City of Rockwall
Planning and Zoning Department
385 South Goliad Street
Rockwall, TX 75087

Re: 108 Reliance Court

Dear Planning and Zoning Department:

This letter regards a Specific Use Permit for the residence located at 108 Reliance Court, Rockwall, Texas for designation as a short-term rental.

My husband and I built our dream house in 1994 on property we purchased in Chandlers Landing in 1993.* We lived in the house for 30 years and raised our children there.

For the past few years, my husband's parents have been inviting us to live with them in Utah to help care for them. They are 92 and 96 years old. We had several situations that prevented us from accommodating them, but during the last couple of years, things fell into place, and we made the big move. We were excited to go because most of our children and grandchildren are also in Utah.

We love our house and don't want to sell it. We want to return to visit friends and family occasionally, but we don't want our home to sit vacant most of the time. Logically, converting it into a short-term rental is a great solution because it would be occupied much of the time (hopefully), it would generate income to pay for property insurance and taxes, and we can reserve it for ourselves when we visit.

Our house is approximately 950 feet away from the nearest existing short-term rental, about 50 feet under the 1,000-foot proximity requirement. There are several items to consider in our application for a Specific Use Permit:

- Our home is located in Chandlers Landing which is an attractive neighborhood with many speed bumps which encourages slow traffic.
- Yacht Club Drive, which circles the community, is two miles around. About one consecutive mile of Yacht Club Drive has only a couple of homes whose front doors face the Drive. Reliance Court is a street that intersects that section of the Drive. The result is a feeling of less concentration and more spaciousness.
- Our property on Reliance Court includes a landscaped lot which provides a peaceful clearing.
- Our property is adjacent to the condominiums at Signal Ridge which is separated from Chandlers Landing by a fence, bushes, and trees and provides privacy.
- Our property has retaining walls on two sides which act as buffers.
- Our home is located in a small, quiet cul-de-sac that is somewhat secluded.

In addition to the City's ordinances, the Chandlers Landing Community Association requires a short-term rental application. It includes an annual administrative fee of \$100 and a \$1,500 deposit to cover fines and damages. There are regulations such as quiet time between 10 pm and 8 am, no overnight street parking, and other conditions with which renters must comply. I intend to clearly communicate to renters the importance of keeping the rules, otherwise, I will lose my ability to maintain my home as a rental.

Our home is an attractive asset that will accommodate guests in a desirable location without adversely influencing the beautiful City of Rockwall, Chandlers Landing, its residents, or visitors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wendy Petersen', written in a cursive style.

Wendy Petersen

*An interesting bit of information is that our house was built from my husband's earnings working at id Software where he worked on Doom, one of the most influential video games of all time. As a matter of fact, portions of our home are featured in Doom II. My husband, Carl Sanford (Sandy) Petersen, is a world-renowned game designer whose specialty is making games fun. He has an impressive resume filled with award-winning role-playing games, board games, card games, video games, and computer games.

Enclosures: Development Application

History of Petersen ownership of Reliance Court property

Email from Rockwall City P&Z Department accepting out-of-state notary on application

\$215 check for application fee











History of Property at
108 Reliance Court, Rockwall, Texas
Owned by Carl Sanford (Sandy) Petersen and Wendy Petersen

1993 Purchased property in Rockwall.

Chandlers Landing, Phase 20, Lot 26.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

1994 Built house on property. Paid cash for part of construction costs and acquired a mortgage for remainder.

108 Reliance Court, Rockwall.

2001 Purchased vacant lot adjacent to 108 Reliance Court.

Chandlers Landing, Phase 20, Lot 25.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

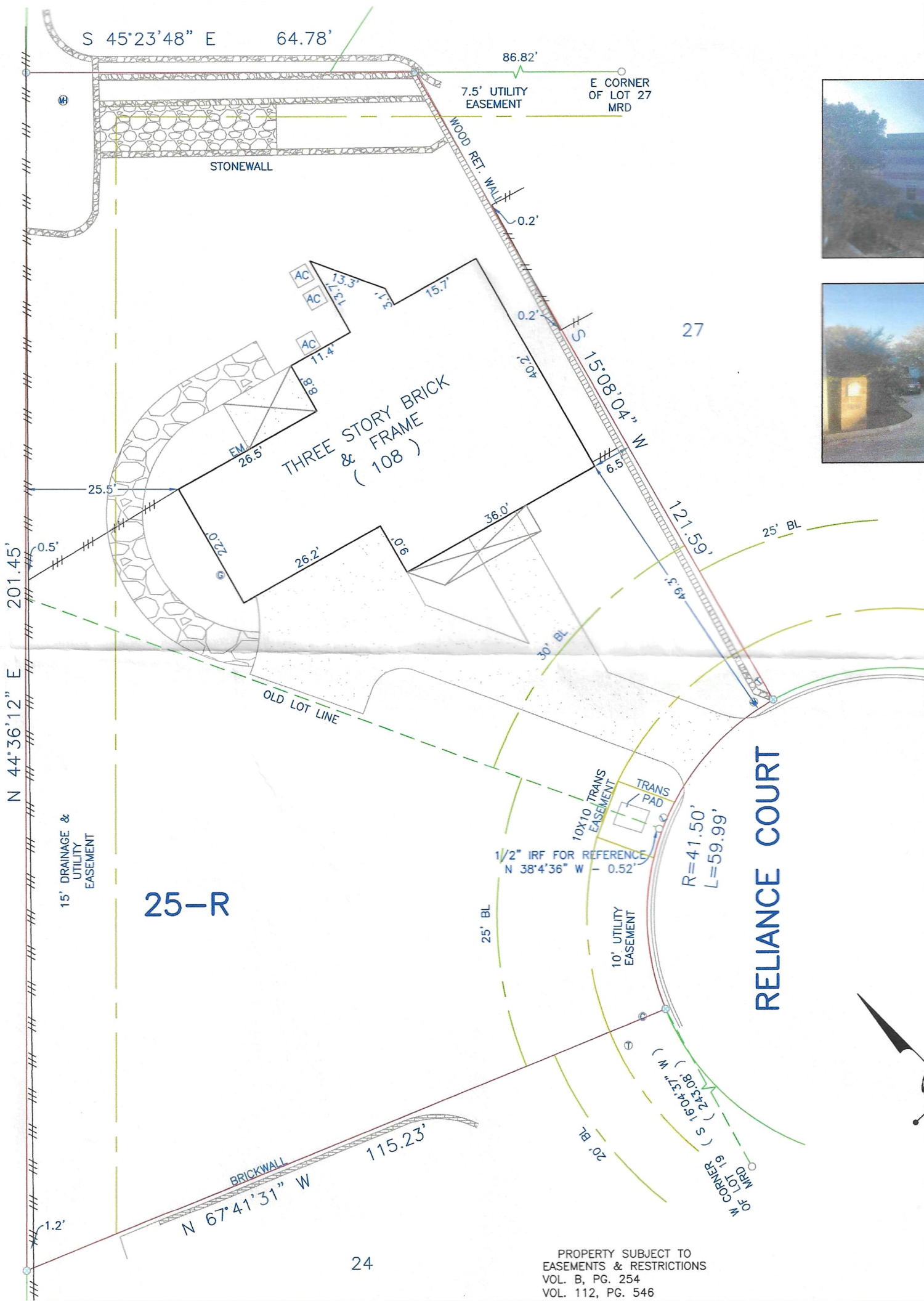
2001 Paid off mortgage acquired in 1994.

2005 Replat of Lots 25 and 26 to join the lots into one property.

Chandlers Landing, Phase 20, Lot 25-R.
Rockwall County Plat Records, Cabinet F, Slide 155.

2015 Obtained a home equity loan to invest money in a family business and 108 Reliance Court is collateral for the loan.

2024 Preparing home to become a short-term rental.



After recording please mail to:
ANGEL OAK MORTGAGE SOLUTIONS, LLC
980 HAMMOND DRIVE, SUITE 850
ATLANTA, GA 30328
Attn: Document Return

2020000028897
11/25/2020 10:57:26 AM
DEED OF TRUST
Pg: 1/16

Lawyers Title GF# 1901422000157

[Space Above This Line for Recording Data.]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT THAT IS THE TYPE OF CREDIT DEFINED BY SUBSECTION (a)(6) OF SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

Loan Number: 802009148953
MIN: 10130160000651918
MERS Phone: 1-888-679-6377

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated **NOVEMBER 18, 2020**, together with all Riders to this document.
- (B) "Borrower" is **CARL PETERSEN A/K/A CARL S. PETERSEN AND A/K/A SANDY PETERSEN AND WENDY HALL PETERSEN A/K/A WENDY PETERSEN, HUSBAND AND WIFE**. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is **ANGEL OAK MORTGAGE SOLUTIONS, LLC**. Lender is a LLC organized and existing under the laws of **DELAWARE**. Lender's address is **980 HAMMOND DRIVE, SUITE 850, ATLANTA, GA 30328**. Lender includes any holder of the Note who is entitled to receive payments under the Note.
- (D) "Trustee" is **THOMAS E BLACK, JR.** Trustee's address is **2905 CORPORATE CIRCLE, FLOWER MOUND, TX 75028**.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 18, 2020**. The Note states that Borrower owes Lender **Two Hundred Eighty-Eight Thousand Seven Hundred Fifty And No/100 Dollars (U.S. \$288,750.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 01, 2050**.

Initials: CP WHP

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(I) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- Texas Home Equity Condominium Rider
- Texas Home Equity Planned Unit Development Rider
- Adjustable Rate Rider
- Other:

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the County of ROCKWALL:

BEING LOT 25R IN BLOCK A OF CHANDLERS LANDING, PHASE 20, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED IN VOLUME F, PAGE 155, PLAT RECORDS, ROCKWALL COUNTY, TEXAS

which currently has the address of **108 RELIANCE COURT**

ROCKWALL, Texas **75032** ("Property Address"):
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security

Initials: *GP* *WHP*

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that if the Property includes both homestead property and property that is not homestead property, the Property is limited solely to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. If no part of the Property is homestead property, the homestead protections of Section 50, Article XVI of the Texas Constitution are not applicable to this Extension of Credit. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied or returned to Borrower earlier, such funds may be applied to the outstanding principal balance under the Note immediately prior to foreclosure without abandoning any acceleration of the Note. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation

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to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the

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Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes a written agreement evidencing the person's consent to such lien; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note. Borrower further represents, covenants, and agrees that each owner of the Property and each owner's spouse has consented to the voluntary lien on the homestead that is being established by this Security Instrument.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets a limit on the amount of Extension of Credit charges, then all agreements between Lender and Borrower are expressly limited so that any Extension of Credit charges collected or to be collected (other than interest, bona fide discount points used to buy down the interest rate, and any excluded charges listed in Section 50(a)(6)(E)(i)-(iv) of the Texas Constitution) from Borrower, the owner of the Property, or the owner's spouse in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit are hereby amended so that such charges do not exceed, in the aggregate, the highest amount allowed by Applicable Law. If it is finally adjudicated by a court of last resort that the amount of such Extension of Credit charges exceeds the permitted limit, then: (a) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower; and (b) any sums yet to be collected from Borrower which exceed the permitted limit are hereby waived by Lender. Lender will make any refund required by this section by either making a payment to Borrower or by crediting the refund amount to the

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balance due on the Extension of Credit. Borrower acknowledges that there may be a bona fide dispute with regard to whether such Extension of Credit charges exceed in the aggregate a permitted limit and agrees that Lender will not have received adequate notice that such Extension of Credit charges exceed the permitted limit, and will have no obligation to refund any excess, unless and until that fact has been finally adjudicated by a court of last resort. **The Lender's payment or credit of any such refund will extinguish any right of action or defense to foreclosure Borrower might have arising out of such overcharge.**

This Section 13 will supersede any inconsistent provision of the Note or this Security Instrument.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copies. At the time the Extension of Credit is made, Borrower shall receive a copy of the final loan application and all executed documents signed by Borrower at closing related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check,

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provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed to limit Lender's right or time period to correct any failure to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution to the fullest extent allowed by Applicable Law. As a precondition to taking any action premised on a failure of Lender to comply with its obligations under the Extension of Credit, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender at least 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, Lender shall forfeit all principal and interest of the Extension of Credit only if: (a) Lender receives said notice, the failure to comply may be corrected by one of the methods set forth in Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, and Lender fails to correct the failure to comply within sixty (60) days after it receives said notice; (b) the Extension of Credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI of the Texas Constitution; or (c) each owner of the Property and each owner's spouse has not consented to the lien established by this Security Instrument and each owner and each owner's spouse who did not initially consent does not subsequently consent. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution, including in reasonable efforts to obtain the subsequent consent of any owner or owner's spouse who does not initially consent to the lien established by this Security Instrument.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice or written acknowledgment from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to Applicable Law and, specifically, to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law or does not comply with Section 50(a)(6), Article XVI of the Texas

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Constitution, then any such promise, payment, obligation or provision is hereby reduced to the limit of such validity, eliminated as a requirement if necessary for compliance with such law, or reformed if necessary to comply with such law without the necessity of the execution of any amendment or the delivery of any other document by Borrower or Lender.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.


Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be public occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or

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more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment, and regardless of whether the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are hereby tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender shall have the same rights and powers provided in Sections 21 and 22 of this Security Instrument in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. The owner of the Property shall not be required to apply the proceeds of the Extension of Credit to repay another debt, unless such debt, if any, is a debt secured by the Property or a debt to another lender. If proceeds of the Extension of Credit are being applied to a debt due to Lender and not secured by the Property, it is being done voluntarily by the owner of the Property and at the owner's request. Lender would make the Extension of Credit regardless of whether any proceeds are being applied to a debt due to Lender and not secured by the Property.

26. No Assignment of Wages. The owner of the Property is not assigning wages, and shall not be required to assign wages, as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made. The fair market value stated in the written acknowledgment is correct and is the value estimate in an appraisal or evaluation of the Property that was prepared in accordance with a state or federal requirement applicable to an extension of credit under Section 50(a)(6), Article XVI, Texas

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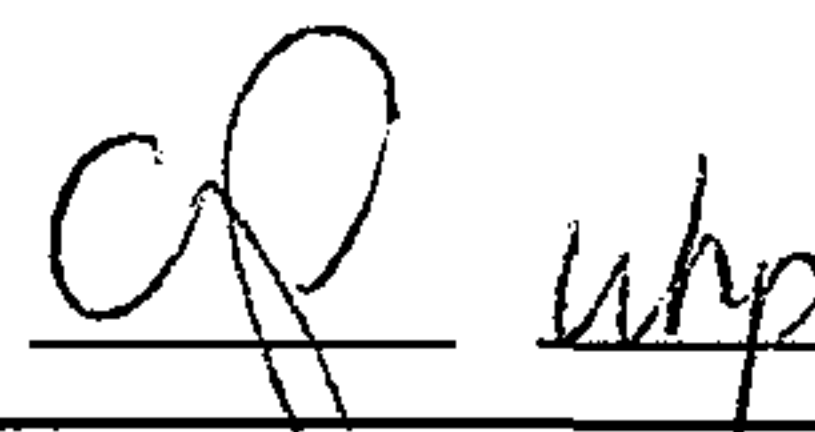
Constitution. The principal amount of the Extension of Credit, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the value stated in the executed acknowledgment. Borrower understands and agrees that Lender and its successors and assigns are relying upon Borrower's representations regarding the fair market value of the Property as additional consideration for making or purchasing the Extension of Credit, and that such representations are material. Borrower represents, warrants, and agrees that such representations are being made on all information known to Borrower and Lender at this time, and that Borrower may not later assert a different fair market value of the Property, even if such assertion is based on information discovered by Borrower after the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit; and/or (d) allow the Extension of Credit to be accelerated because of a decrease in the market value of the Property or because of a default under other indebtedness not secured by a prior valid encumbrance against the Property. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

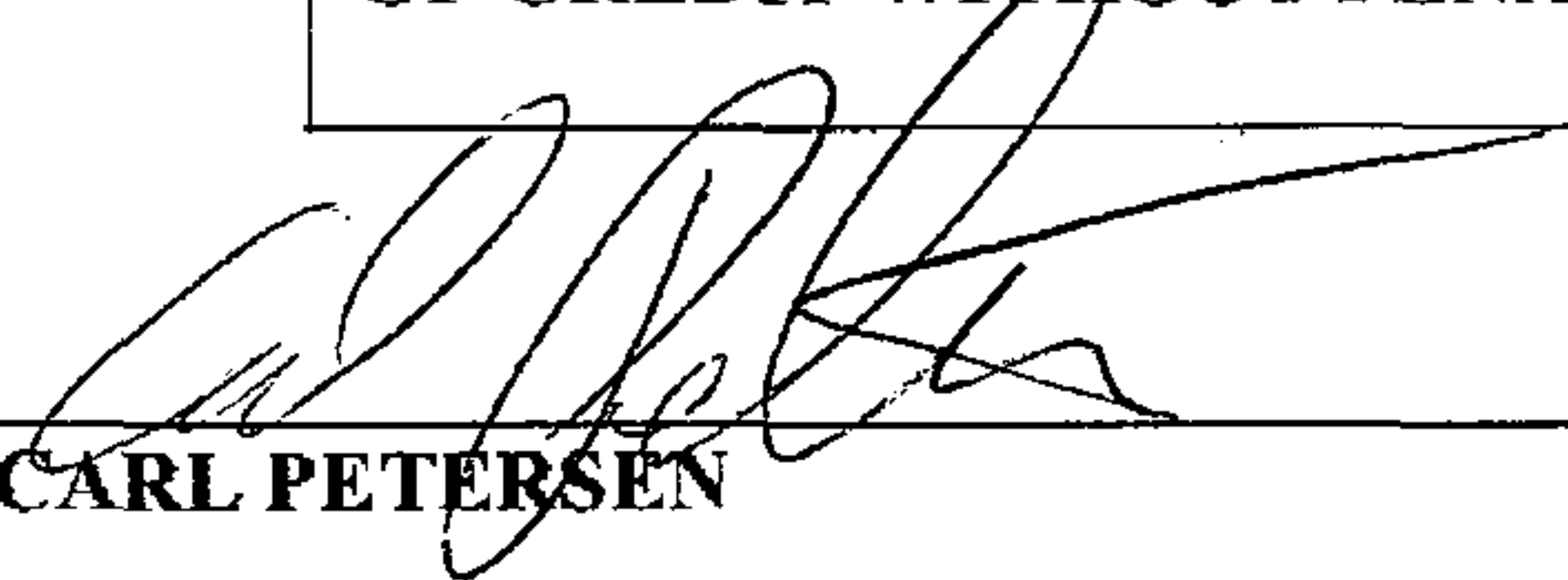
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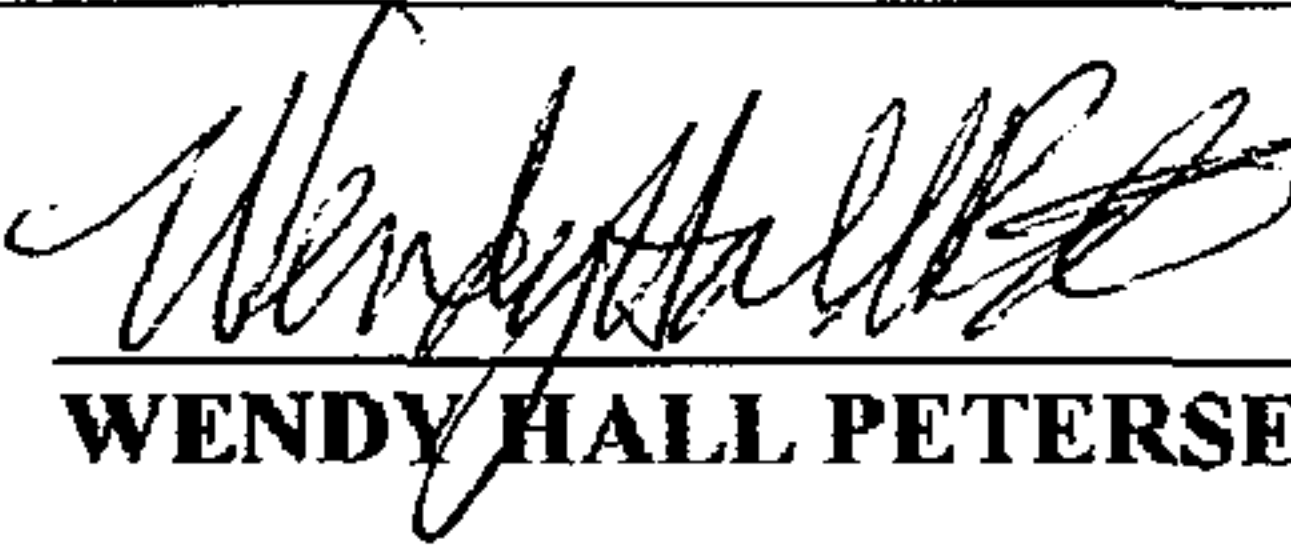
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.



CARL PETERSEN -Borrower



WENDY HALL PETERSEN -Borrower

-Borrower

-Borrower

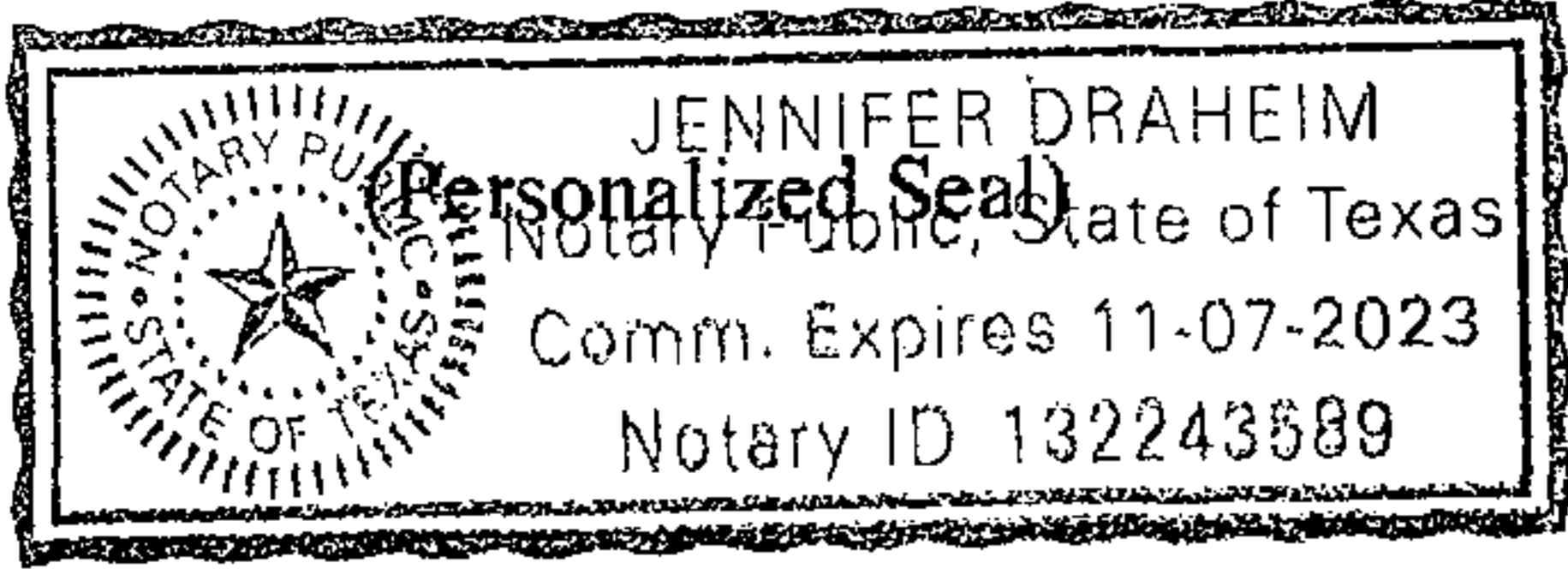
-Borrower

-Borrower

[Space Below This Line for Acknowledgment]

State of Texas
County of ~~COLLIN~~ Rockwall § § *Q*

This instrument was acknowledged before me on Nov 18, 2020 (date) by **CARL PETERSEN and WENDY HALL PETERSEN** (name or names of person or persons acknowledging).



Jennifer Draheim

Signature of Officer
E.O

Title of Officer
11-7-2023

My Commission Expires

Loan Originator Organization: AMCAP MORTGAGE, LTD.; NMLSR ID: 129122
Loan Originator Organization: ANGEL OAK MORTGAGE SOLUTIONS, LLC; NMLSR ID: 1160240
Individual Loan Originator: ANDREA SMITH; NMLSR ID: 207168

TEXAS HOME EQUITY PLANNED UNIT DEVELOPMENT RIDER

Loan Number: 802009148953

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18TH day of NOVEMBER, 2020, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ANGEL OAK MORTGAGE SOLUTIONS, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

108 RELIANCE COURT, ROCKWALL, TX 75032

[Property Address]

The property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions, and restrictions filed in the Real Property records of the county in which the property is located (the "Declaration"). The property is a part of a planned unit development described in the Declaration (the "PUD"). The property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest. Insofar as permitted by Section 50(a)(6)(H), Article XVI of the Texas Constitution, "homestead" shall include the elements of the property described by this Rider.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, or to common areas and facilities of the PUD, any proceeds payable to Borrower shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or


(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]



CARL PETERSEN (Seal)
- Borrower



WENDY HALL PETERSEN (Seal)
- Borrower

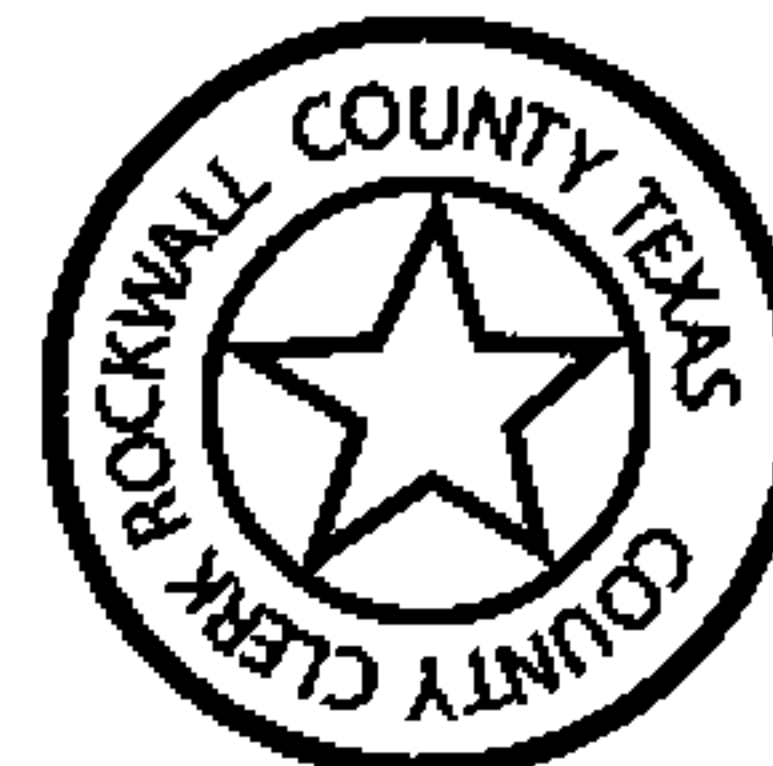
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- Borrower

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- Borrower

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- Borrower

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- Borrower

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Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
11/25/2020 10:57:26 AM
Fee: \$86.00
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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 PLANNED DEVELOPMENT DISTRICT 8 (PD-8) [*ORDINANCE NO. 23-40*] AND 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 0.6391-ACRE PARCEL OF LAND IDENTIFIED AS LOT 25-R, BLOCK A, CHANDLER'S LANDING #20 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED 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 Carl and Wendy Petersen for the approval of a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental* on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 03.01, *General Residential*

Standards, 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 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) Any 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 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 4TH DAY OF NOVEMBER, 2024.**

Trace Johannesen, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

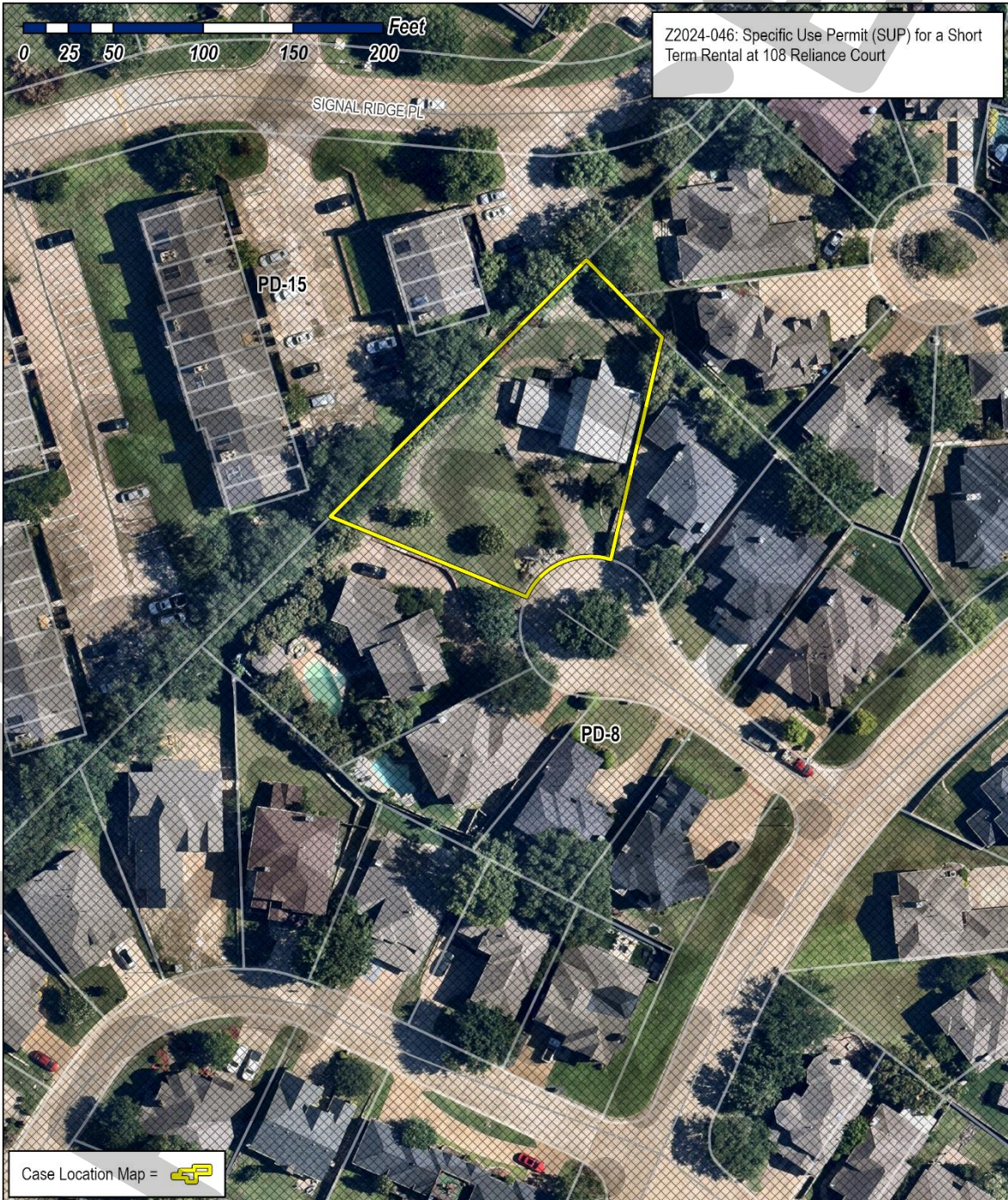
1st Reading: October 21, 2024

2nd Reading: November 4, 2024

Exhibit 'A'
Zoning Exhibit

Address: 108 Reliance Court

Legal Description: Lot 25-R, Block A, Chandler's Landing #20 Addition



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.



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]

- wp 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.
- wp 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.
- wp 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.
- wp 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.
- wp 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	108 Reliance Court, Rockwall, TX 75032	Zoning	Chandlers Landing Phase 20		
Subdivision	Chandlers Landing	Lot	25-R	Block	A
General Location	just inside the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court				

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	Wendy Petersen	Phone	214-675-4142				
Mailing Address	2880 Chippewa Way	City	Provo	State	UT	Zip Code	84604-4349
Email	wendyhp55@gmail.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	Michael Lund	Phone	469-264-9632				
Mailing Address	5425 Ranger Drive	City	Rockwall	State	TX	Zip Code	75032
Email	lund.michael.james@gmail.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 7th DAY OF August, 2024
 RESPONSIBLE PARTY'S SIGNATURE Michael Lund
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Jasmine Fontenot County of Dallas MY COMMISSION EXPIRES 05/28/2025

Electronically signed and notarized online using the Proof platform.

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 7th DAY OF August, 2024
 PROPERTY OWNER'S SIGNATURE Wendy Hall Petersen
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Jasmine Fontenot County of Galveston MY COMMISSION EXPIRES October 10, 2027

SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • (972) 771-1709

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: October 15, 2024
APPLICANT: Carl and Wendy Petersen
CASE NUMBER: Z2024-046; *Specific Use Permit (SUP) for a Short-Term Rental at 108 Reliance Court*

SUMMARY

Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a Specific Use Permit (SUP) for a *Short-Term Rental* on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance Court, and take any action necessary.

BACKGROUND

The subject property was annexed into the City of Rockwall on October 29, 1973 by *Ordinance No. 73-42*, and rezoned to Planned Development District 8 (PD-8) by *Ordinance No. 73-48*. This Planned Development District Ordinance has been amended 20 times (*i.e. Ordinance No's 84-04, 84-16, 84-19, 85-43, 86-04, 86-64, 86-87, 87-45, 88-17, 88-51, 90-38, 91-43, 92-39, 92-41, 92-43, 02-50, 05-30, 14-15, 21-38, & 23-40*), with the most recent case (*Case No. Z2023-029*) being in 2023 which consolidated the ordinances. A preliminary plat (*Case No. PZ1985-049-01*) and a final plat (*Case No. PZ1985-051-01*) for Phase 20 of the Chandler's Landing Subdivision was later approved on July 2, 1985. This established the subject property as Lots 25 & 26, Block A, Chandler's Landing, Phase 20 Addition. On January 6, 2005, the City Council approved a replat (*Case No. P2005-064*) that combined the two (2) lots into one (1) lot, being Lot 25-R, Block A, Chandler's Landing #20 Addition. The subject property remains zoned Planned Development District 8 (PD-8) and has remained vacant since it was originally platted.

PURPOSE

The applicants -- *Carl and Wendy Petersen* -- are 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, which 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 108 Reliance Court. The land uses adjacent to the subject property are as follows:

North: Directly north of the subject property are Phases 1 & 2 of the Signal Ridge subdivision. Phase 2 of the Signal Ridge subdivision consists of 57 townhomes on 3.98-acres, and Phase 1 of the Signal Ridge subdivision consists 37 townhomes on 4.39-acres. Following this is Portofino Circle, 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.

South: Directly south of the subject property is Reliance Court, 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. Beyond this are six (6) parcels of land (*i.e. Lots 18-23, Block A, Chandler's Landing #20 Addition*) developed with single-family homes, zoned Planned Development District 8 (PD-8) for single-family land uses. Following this is Mischief Lane, 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.

East: Directly east of the subject property are eight (8) parcels of land (i.e. Lots 27-29, 32-34, & 52-53, Block A, Chandler's Landing #20 Addition), one (1) property is vacant (i.e. 104 Reliance Court) and remaining are developed with single-family homes. Beyond this is Mayflower Court, 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 several properties that are developed within single-family homes. All of these properties are zoned Planned Development District 8 (PD-8) for single-family land uses.

West: Directly west of the subject property are Phases 2, 3, & 4 of the Signal Ridge subdivision. Phase 2 of the Signal Ridge subdivision consists of 57 townhomes on 3.98-acres, Phase 3 of the Signal Ridge subdivision consists 113 townhomes on 8.88-acres, and Phase 4 of the Signal Ridge subdivision consists of 125 townhomes on 6.78-acres. All of these phases of the Signal Ridge Subdivision are zoned Planned Development District 15 (PD-15) for single-family condominium land uses.

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 a *Non-Owner-Occupied Short-Term Rental (STR)* at 108 Reliance Court, which was not in operation prior to the adoption of *Ordinance No. 24-10*. Given this, the applicant applied for the *Short-Term Rental* permit on July 29, 2024. During staff review it was determined that there was already a permitted *Non-Owner-Occupied Short-Term Rental* within 950-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.

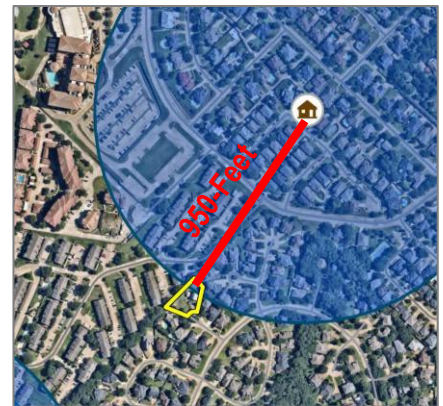


FIGURE 1: SUBJECT PROPERTY PROXIMITY TO EXISTING NON-OWNER-OCCUPIED SHORT-TERM RENTAL

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 950-feet from an existing and permitted *Non-Owner-Occupied Short-Term Rental* (i.e. 2885 Newport Drive) [Permit No. STR2024-3781] that accommodates up to ten (10) guests with five (5) bedrooms and three and a half (3.5) bathrooms. The proposed *Short-Term Rental* has four (4) bedrooms and two and half (2.5) bathrooms. 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 September 18, 2024, staff mailed 254 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Chandler's Landing, Signal Ridge, Signal Ridge Phase 4, Water's Edge, and Lago Vista 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 two (2) notices back in favor and 11 notices back in opposition to 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)¹
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE)¹
- FINAL PLAT (\$300.00 + \$20.00 ACRE)¹
- REPLAT (\$300.00 + \$20.00 ACRE)¹
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

SITE PLAN APPLICATION FEES:

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

ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE)¹
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE)^{1 & 2}
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE)¹

OTHER APPLICATION FEES:

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

NOTES:

¹ 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.
² 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 108 Reliance Court, Rockwall, TX 75032

SUBDIVISION Chandlers Landing

LOT

25-R

BLOCK

A

GENERAL LOCATION from the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING residential

CURRENT USE residential

PROPOSED ZONING short-term rental

PROPOSED USE short-term rental

ACREAGE .411 acres

LOTS [CURRENT]

1

LOTS [PROPOSED]

1

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 Carl Sanford (Sandy) Petersen and Wendy Petersen

APPLICANT

CONTACT PERSON Wendy Petersen

CONTACT PERSON

ADDRESS 2880 Chippewa Way

ADDRESS

CITY, STATE & ZIP Provo, UT 84604-4349

CITY, STATE & ZIP

PHONE 214-675-4142

PHONE

E-MAIL wendyhp55@gmail.com

E-MAIL

NOTARY VERIFICATION [REQUIRED]

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

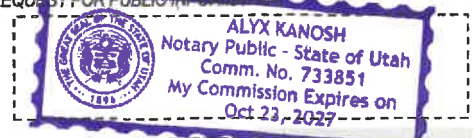
I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 6th DAY OF September 2024 BY SIGNING THIS APPLICATION, 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 6 DAY OF September 2024

OWNER'S SIGNATURE

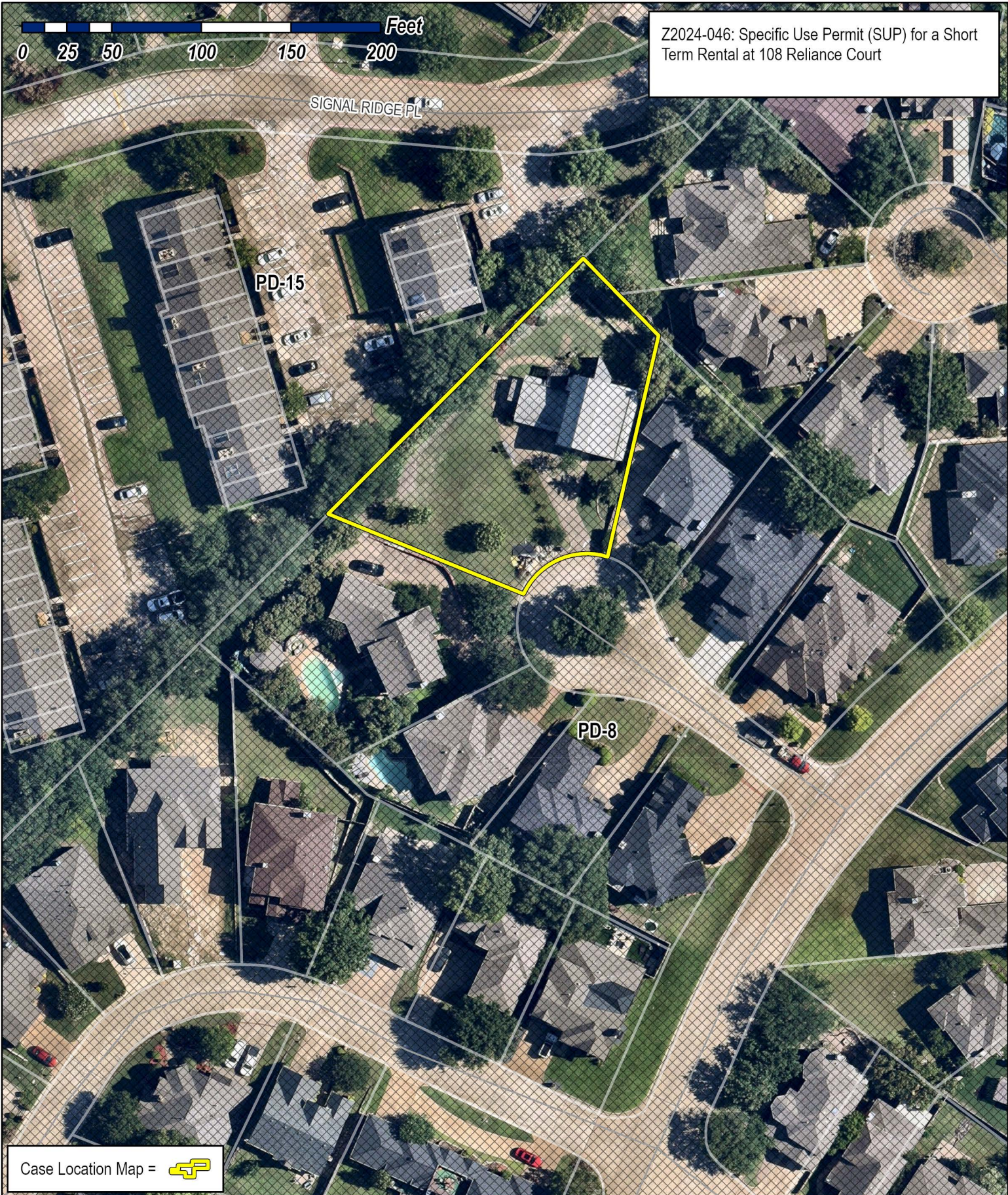
Wendy Petersen
Utah

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



MY COMMISSION EXPIRES

Oct. 23. 2027



Z2024-046: Specific Use Permit (SUP) for a Short Term Rental at 108 Reliance Court



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.

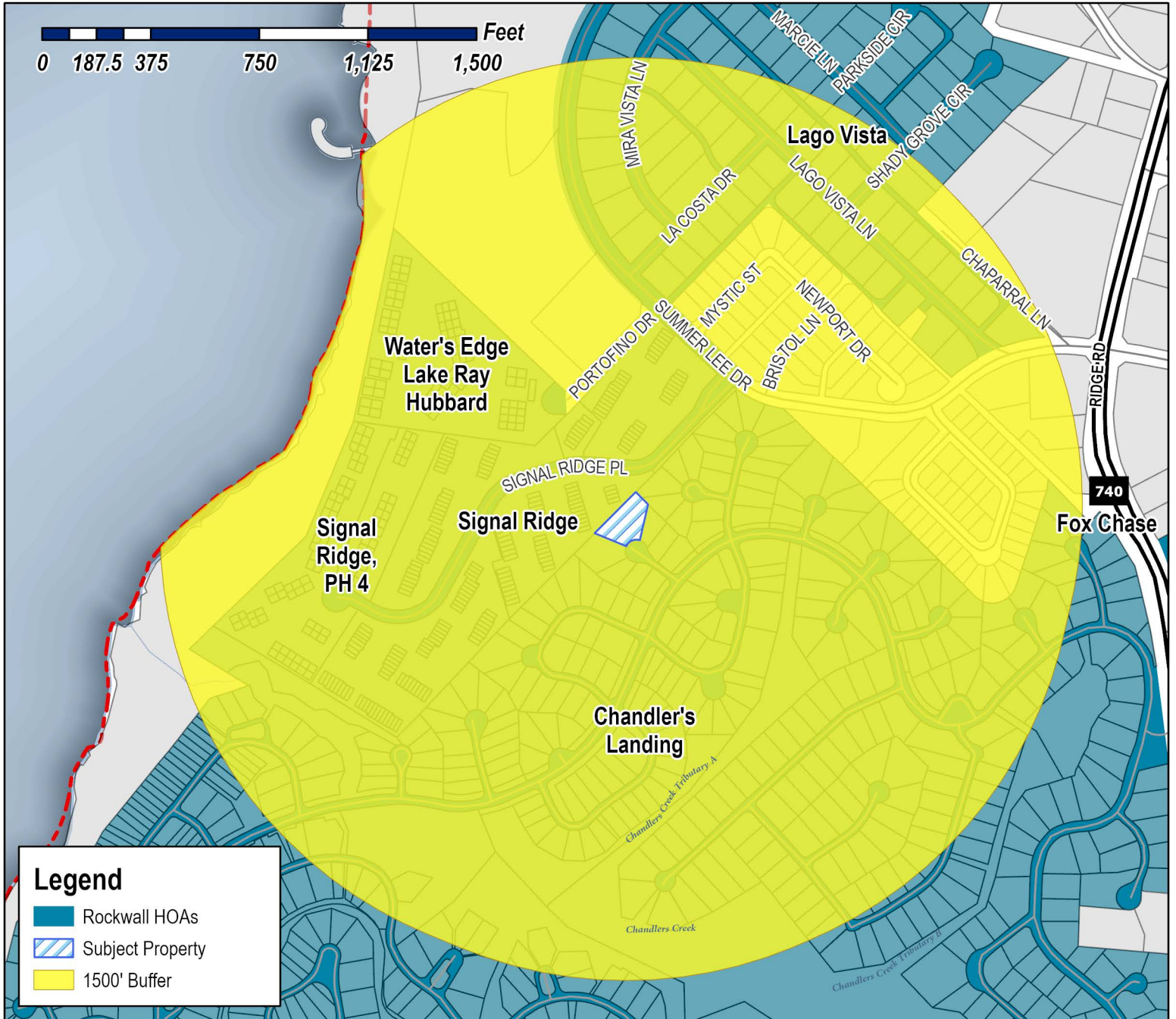




City of Rockwall

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Rockwall, Texas 75087
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Case Number: Z2024-046
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Planned Development District 8 (PD-8)
Case Address: 108 Reliance Court

Date Saved: 9/13/2024
 For Questions on this Case Call (972) 771-7745



From: [Zavala, Melanie](#)
Cc: [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)
Subject: Neighborhood Notification Program [Z2024-046]
Date: Wednesday, September 18, 2024 10:36:36 AM
Attachments: [Public Notice \(P&Z\) \(09.16.2024\).pdf](#)
[HOA Map \(09.13.2024\).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, September 20, 2024](#). The Planning and Zoning Commission will hold a public hearing on [Tuesday, October 15, 2024 at 6:00 PM](#), and the City Council will hold a public hearing on [Monday, October 21, 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 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>.

-
Z2024-046: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County

Thank you,

Melanie Zavala

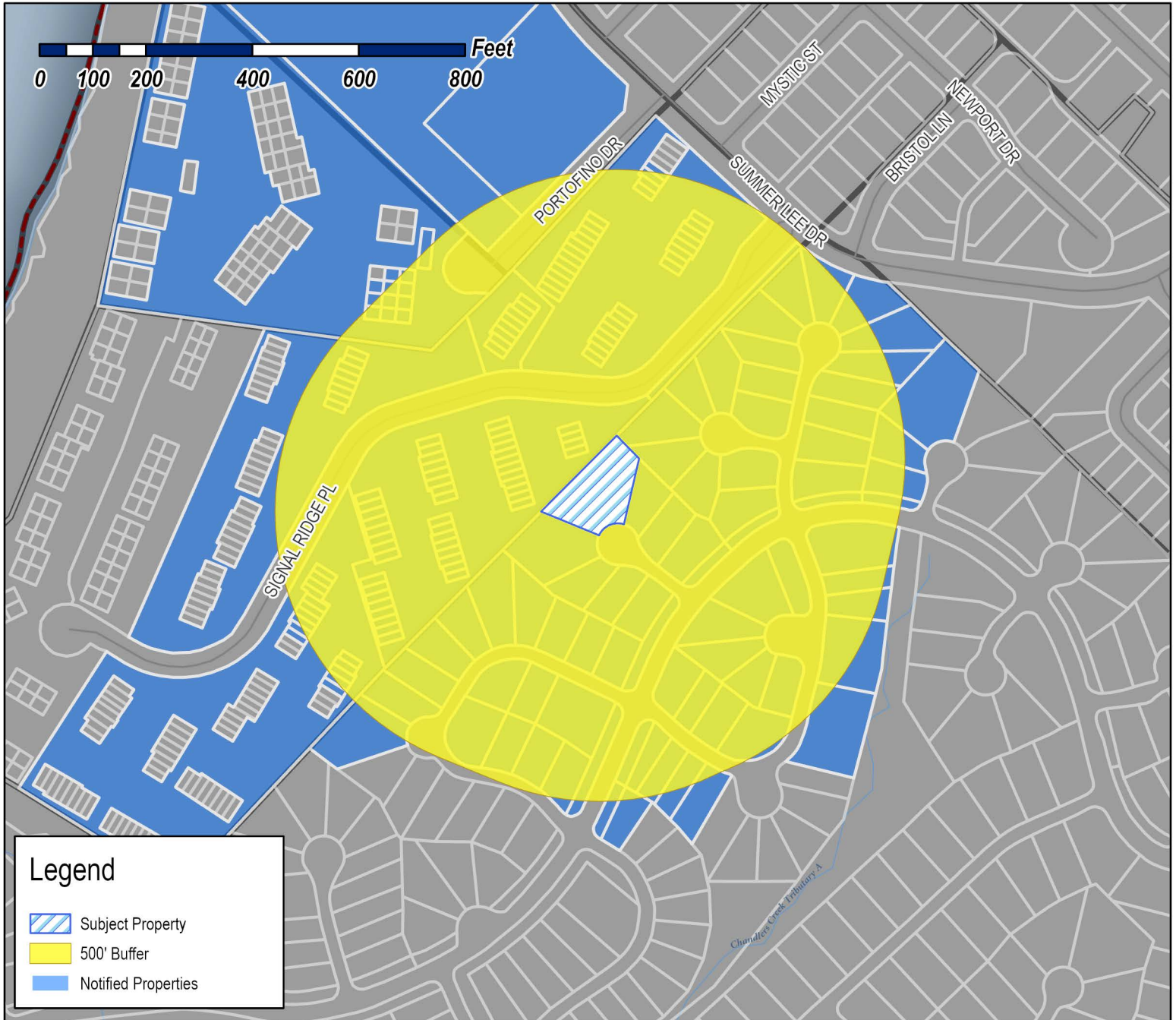
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall
385 S. Goliad Street | Rockwall, TX 75087
[Planning & Zoning Rockwall](#)
972-771-7745 Ext. 6568



City of Rockwall

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

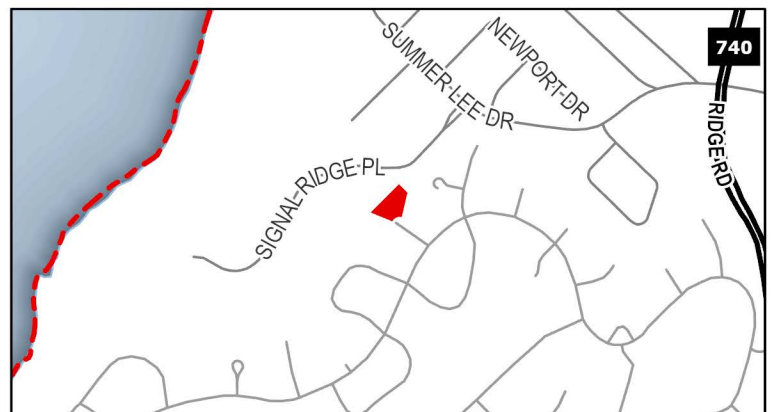
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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



Case Number: Z2024-046
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Planned Development District 8 (PD-8)
Case Address: 108 Reliance Court

Date Saved: 9/13/2024

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



BELOTE GARLAND III
1001 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

MEAVE DAVID MICHAEL
1002 SIGNAL RIDGE PL
ROCKWALL, TX 75032

SHAH ZAHRA
1003 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

PEREZ FREDDIE
1004 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1005 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESENDIZ FERNANDO JR AND TIFFANY ARAI
ARAGON
1006 SIGNAL RIDGE PL
ROCKWALL, TX 75032

HILL KENNETH JAMES AND BETH ANNE
1006 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1007 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHAPMAN PAMELA JEAN
1008 SIGNAL RIDGE
ROCKWALL, TX 75032

MIEROW SHARON A
1009 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LANGSTONFRIEDA KARLEN
101 MAYFLOWER CT
ROCKWALL, TX 75032

SWEET CHASE AND SADIE
101 RELIANCE CT
ROCKWALL, TX 75032

NASH SYDNEY
101 VALKYRIE PL
ROCKWALL, TX 75032

MCAFFEE CANDACE
1010 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FOREMAN JANET
1011 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ESTILL KENNETH W & CONNIE R
1012 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1013 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHARLES CREIG
1014 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DEWET WAYNE JOHN
1015 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GRAGG CAROL
1016 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1017 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1018 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1019 SIGNAL RIDGE PL
ROCKWALL, TX 75032

HARRELL STEVEN R AND ROBERTA J
102 MAYFLOWER CT
ROCKWALL, TX 75032

HALL CORI
102 MISCHIEF LANE
ROCKWALL, TX 75032

CHENAULT JOSH & NATHALIE
102 RELIANCE COURT
ROCKWALL, TX 75032

WAGNER JULIE A
1020 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1021 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GIBBS STEPHANIE L
1022 SIGNAL RIDGE PLACE
ROCKWALL, TX 75087

RESIDENT
1023 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JANAK KEVIN WAYNE
1024 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CANCIOBELLO YESENIA AND
BILLY DREW MCMURTRE
1025 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WHITE RANDY
1026 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1027 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOSEPH JACOB
1028 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GLEAVES THOMAS J &
LACY N WENDT
1029 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
103 MAYFLOWER CT
ROCKWALL, TX 75032

BCL REAL ESTATE LLC
103 GROSS RD
MESQUITE, TX 75149

AUSTIN CHRISTI LYNN
103 RELIANCE COURT
ROCKWALL, TX 75032

HALAMA STEFAN & ANN
103 VALKYRIE PL
ROCKWALL, TX 75032

DUKE HEATHER
1030 SIGNAL RIDGE PL UNIT 1030
ROCKWALL, TX 75032

LOPEZ LUISA
1031 SIGNAL RIDGE PLACE UNIT 1031
ROCKWALL, TX 75032

PERROTTA SHARON
1032 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOHNSTON SHARRON
1033 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1034 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1035 SIGNAL RIDGE PL
ROCKWALL, TX 75032

PRYOR MICA MALONEY
1036 SIGNAL RIDGE PLACE #1036
ROCKWALL, TX 75032

RESIDENT
1037 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1038 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CONNER JANICE S
1039 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
104 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
104 RELIANCE CT
ROCKWALL, TX 75032

SMITH BRYAN
104 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
1040 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1041 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1042 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1043 SIGNAL RIDGE PL
ROCKWALL, TX 75032

TRINGALI CATHARINE
1044 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FAULK ELIZABETH
1045 SIGNAL RIDGE PL # 2-B
ROCKWALL, TX 75032

YANGER LISA
1046 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1047 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ZAJDL SALLY A
1048 SIGNAL RIDGE PL
ROCKWALL, TX 75032

O'CONNOR MICHAEL AND HEATHER DAWN
105 MAYFLOWER CT
ROCKWALL, TX 75032

JOHNSON FAMILY TRUST
ROBERT S AND DOLORES I JOHNSON - TRUSTEES
105 MISCHIEF LANE
ROCKWALL, TX 75032

HAYES BRANDON
105 RELIANCE CT
ROCKWALL, TX 75032

RESIDENT
106 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
106 MISCHIEF LN
ROCKWALL, TX 75032

CHRISTIAN ANGELA LEE
106 RELIANCE CT
ROCKWALL, TX 75032

ROPER JOHN & JENNIFER
107 MAYFLOWER CT
ROCKWALL, TX 75032

TOVAR ADAN AND CAROLYNN JEWELL MALICK-
GILBREATH
107 RELIANCE CT
ROCKWALL, TX 75032

GARCIA ANTONIO JR & ROXANN D
107 VALKYRIE PL
ROCKWALL, TX 75032

SLATER THOMAS EVERETT
108 MAYFLOWER CT
ROCKWALL, TX 75032

CARRILLO VICTOR G
108 MISCHIEF LN
ROCKWALL, TX 75032

PETERSEN CARL S & WENDY
108 RELIANCE CT
ROCKWALL, TX 75032

NORTEX PROPERTIES INC
% JOSEPH L ZEHR
10808 LA CABREAH LN
FORT WAYNE, IN 46845

LYONS ELIZABETH
109 MAYFLOWER COURT
ROCKWALL, TX 75032

HAGIN GARY L & W ANNE
109 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
110 MISCHIEF LN
ROCKWALL, TX 75032

COOPER ELI T & RIKKI J
110 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
1101 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1102 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1103 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GARZA OLIVIA L AND FIDENCIO
1104 SIGNAL RIDGE #1104
ROCKWALL, TX 75032

RESIDENT
1105 SIGNAL RIDGE PL
ROCKWALL, TX 75032

OGLIN THOMAS J & JOYCE L
1106 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1107 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOHNS ETHAN
1108 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RUBIO CONNIE L
1109 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RATCLIFFE KATHLEEN C
111 MAYFLOWER CT
ROCKWALL, TX 75032

CERVANTES LESLEY PATINO
1110 SIGNAL RIDGE PL
ROCKWALL, TX 75032

MILLER JEFFRY AND KATHLEEN
1111 VISTA GRANDE ROAD
EL CAJON, CA 92019

RESIDENT
1113 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LEMIEUX RICHARD
1114 SIGNAL RIDGE PL UNIT 3
ROCKWALL, TX 75032

MATHERNE JUDITH L
1115 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GARRETSON CLAY
1116 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1117 SIGNAL RIDGE PL
ROCKWALL, TX 75032

SHERMAN THREASA L AND DOYLE
112 MAYFLOWER COURT
ROCKWALL, TX 75032

TAN DAVID L AND SHANNON K
112 MISCHIEF LANE
ROCKWALL, TX 75032

CASTRO CRISTINA
113 MAYFLOWER CT
ROCKWALL, TX 75032

FAIRCHILD JOINT REVOCABLE LIVING TRUST
TONI A FAIRCHILD- TRUSTEE
114 MAYFLOWER CT
ROCKWALL, TX 75032

RASOOL SHAIKH AL HADI AND
FARHANA ZAFAR
114 MISCHIEF LANE
ROCKWALL, TX 75032

PLUTUS21 DEVELOPMENT FUND V LLC
PLUTUS21 DEVELOPMENT
11455 NEWKIRK ST STE 1405
DALLAS, TX 75229

JURCA JACOB S AND JACLYN J
115 MAYFLOWER CT
ROCKWALL, TX 75032

BRACE JUDE
116 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
118 MISCHIEF LN
ROCKWALL, TX 75032

COOK NATHAN & COURTNEY
120 MISCHIEF LN
ROCKWALL, TX 75032

GONZALEZ KEITH R & DEANNA J
120 PURITAN CT
ROCKWALL, TX 75032

HORTON TREVOR L AND MEGAN
122 PURITAN COURT
ROCKWALL, TX 75032

POTISKA PATRICIA AND ANDREA
124 PURITAN CT
ROCKWALL, TX 75032

RESIDENT
125 MISCHIEF LN
ROCKWALL, TX 75032

WINKLES GARY AND KRISTY
126 PURITAN CT
ROCKWALL, TX 75032

MARTIN NAN YI
127 MICHIEF LANE
ROCKWALL, TX 75032

HAYES RICHARD
128 PURITAN CT
ROCKWALL, TX 75032

MANSFIELD PHYLLIS J
129 MISCHIEF LANE
ROCKWALL, TX 75032

CHURY JENNIFER LEIGH & BRIAN D
131 MISCHIEF LANE
ROCKWALL, TX 75032

MORRIS NICOLE E
13724 CORDARY AVE UNIT 7
HAWTHORNE, CA 90250

PARNES DROR & ALEXANDRA
15 KESTREL COURT
ROCKWALL, TX 75032

RESIDENT
1501 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WEST VICTORIA FELICIA
1502 SIGNAL RIDGE
ROCKWALL, TX 75032

PANNELL TIMOTHY WAYNE
1503 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1504 SIGNAL RIDGE PL
ROCKWALL, TX 75032

BRINKMAN VICKI LYNN
1505 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1506 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FITZGERALD LARRY R AND JACQUELINE
1507 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1508 SIGNAL RIDGE PL
ROCKWALL, TX 75032

2019-1 IH BORROWER LP
1717 MAIN SST SUITE 2000
DALLAS, TX 75201

JOHNSON JARED H JR & BRINDA M
1741 PEPPERDALE DR
ROWLAND HEIGHTS, CA 91748

MEDINA ALEJANDRO
1800 DALROCK #100
ROWLETT, TX 75088

DWA EQUITIES LLC
1802 SIGNAL RIDGE
ROCKWALL, TX 75032

BREZ RAYMOND C & M LYNNE TRUSTEES
BREZ FAMILY TRUST
1910 SIGNAL RIDGE
ROCKWALL, TX 75032

OLSEN CATHERINE A
1920 KINGS PASS
HEATH, TX 75032

RESIDENT
1995 SUMMER LEE DR
ROCKWALL, TX 75032

RESIDENT
2000 PORTOFINO DR
ROCKWALL, TX 75032

HARVILLE BRET
2003 PORTOFINO DR
ROCKWALL, TX 75032

DASILVA JOHN M
2009 TOUCH GOLD CT
ROWLETT, TX 75088

RESIDENT
2018 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2020 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2022 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2024 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2026 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2028 PORTOFINO DR
ROCKWALL, TX 75032

LARAPINTA LLC
2028 E. BEN WHITE BLVD # 240-5820
AUSTIN, TX 75741

RESIDENT
2030 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2032 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2034 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2036 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2038 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2055 SUMMER LEE DR
ROCKWALL, TX 75032

MOORE GREGORY J
2140 PORTOFINO DR
ROCKWALL, TX 75032

WALLICK & VOLK INC
222 E 18TH ST
CHEYENNE, WY 82001

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO SUITE 300
CALABASAS, CA 91302

AMERICAN HOMES 4 RENT PROPERTIES TWO
LLC
23975 PARK SORRENTO SUITE 300
CALABASAS, CA 91302

PINK DALLAS LLC
240 WILLOWCREST
ROCKWALL, TX 75032

ODOM LACEY AND JOSH
2402 YACHT CLUB DR
ROCKWALL, TX 75032

PARRISH WENDY R
246 VICTORY LN
ROCKWALL, TX 75032

GATZKE LISA AND JAMES
247 VICTORY LANE
ROCKWALL, TX 75032

HARRIS ERIC & DEBBIE
251 VICTORY LN
ROCKWALL, TX 75032

LASANCE RICHARD & SHIRLEY
253 VICTORY LN
ROCKWALL, TX 75032

ROCKWALL LOT 3 OWNER LLC
255 ALHAMBRA CIRCLE SUITE 760

2055 SUMMER LEE ROCKWALL OWNER LLC
255 ALHAMBRA CIRCLE SUITE 760

BRITTON MATTIE JO AND ZACHARY TAYLOR
256 VICTORY LN
ROCKWALL, TX 75032

RESIDENT
257 VICTORY LN
ROCKWALL, TX 75032

HANSEN J D & PATRICIA
262 VICTORY LN
ROCKWALL, TX 75032

RESIDENT
264 VICTORY LN
ROCKWALL, TX 75032

STUBBLEFIELD SUSAN
268 VICTORY LN
ROCKWALL, TX 75032

DILOV VANIO
2717 LAKEWOOD DR
ROWLETT, TX 75088

FRANCISCO CAROLYN ELLISON
272 VICTORY LN
ROCKWALL, TX 75032

CARPENTER REVOCABLE LIVING TRUST
2752 E FM 552
ROCKWALL, TX 75087

BURKETT MARY REBECCA EASON
277 TERRY LN
HEATH, TX 75032

DEMARS GREGORY SCOTT AND
CYNTHIA LEE FLOYD
281 VICTORY LANE
ROCKWALL, TX 75032

HALL JASON M & CORI M
284 VICTORY LN
ROCKWALL, TX 75032

BAILEY BETH KENNEDY
2919 COUNTRY PLACE CIR
CARROLLTON, TX 75006

SALT PROPERTIES LLC
2931 RIDGE ROAD SUITE 101-181
ROCKWALL, TX 75032

SEEDS DAVID R
2961 S CHERRY WAY
DENVER, CO 80222

PERRY GEORGE DAVID & SANDRA SUE
299 VICTORY LN
ROCKWALL, TX 75032

MIRFENDERESKI JONAH JAVAD AND
NALINA MICHELLE SHAPIRO
301 VALIANT DRIVE
ROCKWALL, TX 75032

RESIDENT
306 VICTORY LN
ROCKWALL, TX 75032

MCNAIR KELLY
307 VICTORY LN
ROCKWALL, TX 75032

FALLS DAVID & TERRI
309 ROOKERY CT
MARCO ISLAND, FL 34145

RESIDENT
310 VICTORY LN
ROCKWALL, TX 75032

MAY DEBRA AND RODNEY
314 VICTORY LN
ROCKWALL, TX 75032

SARAH LOREDO A/K/A SARAH ARCE SPECIAL
COMMUNITY PROPERTY TRUST, A SU
JAIME & SARAH ARCE LIVING TRUST, SARAH
LOREDO/SARAH ARCE-T
315 VICTORY LN
ROCKWALL, TX 75032

LIECHTY SHIRLEY JEAN
C/O MRS AMY JENSEN
331 MOCKINGBIRD LN
AUBURN, AL 36830

LESLIE RANDY
349 E ELDORADO DR
SCROGGINS, TX 75480

MCILRATH PROPERTIES LLC
3910 WESLEY ST
GREENVILLE, TX 75401

STRAHM ROBERT & DENA LYNNE
4010 STONE HAVEN DR
GARLAND, TX 75043

OPENDOOR PROPERTY J LLC
410 N SCOTTSDALE RD STE 1600
TEMPE, AZ 85281

OPENDOOR PROPERTY J LLC
410 N SCOTTSDALE RD STE 1600
TEMPE, AZ 85281

GARDNER DAVID L REV LIV TR
4401 GMD UNIT 702
LONGBOAT KEY, FL 34228

DAVID L GARDNER REVOCABLE LIVING TRUST
4401 GULF OF MEXICO DR UNIT 702
LONGBOAT KEY, FL 34228

BRACK KENYATTA AND SELEAN TURNER
4501 YACHT CLUB DRIVE
ROCKWALL, TX 75032

BOUSSERT ANNE S & CHRISTIAN B
516 CAMELIA AVE
BATON ROUGE, LA 70806

ROCKWALL YELLOWJACKETS 3533 LLC
519 E INTERSTATE 30 PMB 212
ROCKWALL, TX 75087

GRAF DANIEL & JESSICA
5307 92ND ST
LUBBOCK, TX 79424

BAUMGARD CHRIS & LAUREN
5324 PETERSON CT
FLOWER MOUND, TX 75028

VEGA DAVID AND ALICIA C
550 MCDONALD ROAD
HEATH, TX 75032

WOODARD JENNIFER
619 E BOYDSTUN AVE
ROCKWALL, TX 75087

MCKINSTRY FRITZ AND KATHY LIVING TRUST
634 COURAGEOUS DR
ROCKWALL, TX 75032

PATTERSON WILLIAM L JR AND DWAYLA L
REVOCABLE LIVING TRUST
782 HANOVER DR
ROCKWALL, TX 75087

BENTON EMILY AND
LORI BENTON
785 WINDING RIDGE LN
ROCKWALL, TX 75032

RESIDENT
801 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LONON DEBORAH J
802 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

KILLGORE LEE A
803 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
804 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ARMSTRONG JOHN D III
804 EAGLE PASS
HEATH, TX 75032

BRYANT BLAIR WILLIAM JR
805 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WALKER RAYMOND B & PHYLLIS F REVOCABLE
TRUST
RAYMOND B & PHYLLIS F WALKER TRUSTEES
806 SIGNAL RIDGE PLACE UNIT 806
ROCKWALL, TX 75032

POPP LEILA
807 SIGNAL RIDGE PL
ROCKWALL, TX 75032

PETERSON STEVEN R & DONNA R
808 SIGNAL RIDGE
ROCKWALL, TX 75032

BRAY SHAWN & HANNAH GRACE LEHMANN-
BRAY
809 SIGNAL RIDGE
ROCKWALL, TX 75032

GERAULT JANET
810 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
811 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
812 SIGNAL RIDGE PL
ROCKWALL, TX 75032

THOMPSON JOHN R AND REGINA B
813 SIGNAL RIDGE PLACE UNIT 813
ROCKWALL, TX 75032

BRASHEARS KARI
814 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ANDREW JONATHON
815 SIGNAL RIDGE
ROCKWALL, TX 75032

RESIDENT
816 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHAPMAN LAURA J AND RONALD L
905 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GOODALL JOYCE ANN & JILL NICOLE COOPER
906 SIGNAL RIDGE PLACE 5
ROCKWALL, TX 75032

RESIDENT
907 SIGNAL RIDGE PL
ROCKWALL, TX 75032

EFFLE MANDY E AND
JOSH DEATON
908 SIGNAL RIDGE
ROCKWALL, TX 75032

RESIDENT
909 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
910 SIGNAL RIDGE PL
ROCKWALL, TX 75032

BAIRD-SMIT JULIA GRAYSON
911 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

WHITE DEBORAH
912 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DISMUKE JAMIE M
913 SIGNAL RIDGE PLACE #913
ROCKWALL, TX 75032

YANG JIE &
CHANGYUN LI
914 SIGNAL RIDGE PL UNIT 914
ROCKWALL, TX 75032

TUNNELL MEREDITH MICHELLE
915 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
916 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DEZEE GENENE
917 SIGNAL
ROCKWALL, TX 75032

RESIDENT
918 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LARAMORE ALLISON AND
KIMBERLY LARAMORE & BAYLIS H
919 SIGNAL RIGE PLACE
ROCKWALL, TX 75032

INZILLO FRANCA
920 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
921 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
921 SIGNAL RIDGE PL
ROCKWALL, TX 75032

MURRAY NORMA C
922 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
923 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
924 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
925 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
926 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
927 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WILEY ALEXANDRIA AND JOHN WESLEY
SHELTON
928 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GREEN MAUREEN
945 BREEZY HILL LANE
ROCKWALL, TX 75087

HARRIS SUSAN
9660 ALPHA LN
QUINLAN, TX 75474

TAYLOR LIVING TRUST
KEVIN ASHLEY TAYLOR AND ANNETTE
ELIZABETH TAYLOR-COTRUSTEES
9918 LINCOLNSHIRE CT
ROCKWALL, TX 75087

THE SPACE PLACE, SERIES LLC, SERIES I
P.O. BOX 1271
MOUNT PLEASANT, TX 75456

LOGAN PAULINE K
P.O. BOX 2198
ROCKWALL, TX 75087

MCMINN KIMBERLY
PMB 239 11654 PLAZA AMERICA DR
RESTON, VA 20190

AMHILL FINANCIAL LP
ATTN JIM PETERS
PO BOX 1179
ROCKWALL, TX 75087

RUSH MAJOR
PO BOX 760794
GARLAND, TX 75046

GONZALEZ LOURDES
1027 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

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.

THEY AFFECTED PROPERTY VALUES IN A NEGATIVE WAY.

Name: DAVID ANDERSON (D.V.A. EQUITIES LLC)

Address: 923 SIGNAL RIDGE PLACE ROCKWALL TX 75082

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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Case No. Z2024-046: 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.

- ① There is a housing shortage and this unit should be used for long term residential purposes
- ② There are many problems with short term rentals including increased crime

Name: Anne & Christian Boussett
Address: 1021 Signal Ridge Place, Rockwall 75032

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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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:

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Z2024-046: SUP for a Short-Term Rental

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

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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. Z2024-046: 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.

STR's should be allowed in Chandlers as long as there are rules for who is allowed to use the home & for what purposes.

Name: Mary Burkett
Address: 277 Terry Ln. Heath (owner of 5 Signal Ridge condos)

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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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.

We have concerns about who is renting these
short term rentals without concern for our neighbors

Name: KENNETH ESTILL Kw. Estill

Address: 1012 Signal Ridge 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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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. Z2024-046: 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.

Subject property is located in a gated community; on a short cul-de-sac street with little parking; the HOA restricts on-street overnight parking! Additional traffic & noise!

Name: Carolyn Francisco acct. # 20101-4134
Address: 277 Victory Lane, Rockwall 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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Carolyn Francisco *214-729-2815*

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.

Not appropriate for our community.
We moved here for security.

Name:

Jerry & Pat Hansen

Address:

262 Victory Lane

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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Case No. Z2024-046: 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.

Do not want STR's in Chandlers.

Name:

Debbie Harris

Address:

251 Victory Lane, Rockwall, TX 75082

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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Case No. Z2024-046: 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.

I do not believe there would be any negative effect for a short or long term rental. In fact I believe it could help our area to provide this service.

Name: Pam Hawley
Address: 1042 Signal Ridge Pl.

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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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.

The neighborhood is family based, not conducive to/for a short-term rentals. The private security in this area along with our public police department do not have available resources to properly protect others increase of violence if it occurs as *

Name: Charlie Massey

Address: 2919 Lago Vista Ln, Rockwall, 75082

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* A result of the rental.

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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. Z2024-046: 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.

It is a large house so...
① - large parties
② - large families w lots of kids
③ - as it is we are keeping our rentals low here so I do
Name: Sharon Microw } not want more
Address: 1009 Signal Ridge Pl. Rockwall 75082 } near by (rentals)

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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Case No. Z2024-046: 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.

Increased traffic and late night parties
Also, it will increase crime in the area

Name: Michael O'Connor

Address: 105 Mayflower Court, Rockwall, Texas

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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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.

Other areas that have allowed short-term rentals have had lots of problems including increased crime rates, wild parties and destruction of property.

Name: Gayle Smitherman

Address: 1021 Signal Ridge Pl, Rockwall TX 75032

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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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).

Z2024-046

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.

I do not feel that short term rentals should be allowed in residential neighborhoods due to increased traffic, possible crime, possible disturbance of the peace.

Respondent Information

Please provide your information.

First Name *

Annette

Last Name *

Taylor

Address *

909 Signal Ridge

City *

Rockwall

State *

TX

Zip Code *

75032

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

PUBLIC NOTICE



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PLANNING AND ZONING DEPARTMENT
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Sincerely,

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Director of Planning & Zoning



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— . . . PLEASE RETURN THE BELOW FORM — . . .

Case No. Z2024-046: 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.

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Wendy Petersen
2880 Chippewa Way
Provo, UT 84604-4349
214-675-4142
wendyhp55@gmail.com

10 September 2024

City of Rockwall
Planning and Zoning Department
385 South Goliad Street
Rockwall, TX 75087

Re: 108 Reliance Court

Dear Planning and Zoning Department:

This letter regards a Specific Use Permit for the residence located at 108 Reliance Court, Rockwall, Texas for designation as a short-term rental.

My husband and I built our dream house in 1994 on property we purchased in Chandlers Landing in 1993.* We lived in the house for 30 years and raised our children there.

For the past few years, my husband's parents have been inviting us to live with them in Utah to help care for them. They are 92 and 96 years old. We had several situations that prevented us from accommodating them, but during the last couple of years, things fell into place, and we made the big move. We were excited to go because most of our children and grandchildren are also in Utah.

We love our house and don't want to sell it. We want to return to visit friends and family occasionally, but we don't want our home to sit vacant most of the time. Logically, converting it into a short-term rental is a great solution because it would be occupied much of the time (hopefully), it would generate income to pay for property insurance and taxes, and we can reserve it for ourselves when we visit.

Our house is approximately 950 feet away from the nearest existing short-term rental, about 50 feet under the 1,000-foot proximity requirement. There are several items to consider in our application for a Specific Use Permit:

- Our home is located in Chandlers Landing which is an attractive neighborhood with many speed bumps which encourages slow traffic.
- Yacht Club Drive, which circles the community, is two miles around. About one consecutive mile of Yacht Club Drive has only a couple of homes whose front doors face the Drive. Reliance Court is a street that intersects that section of the Drive. The result is a feeling of less concentration and more spaciousness.
- Our property on Reliance Court includes a landscaped lot which provides a peaceful clearing.
- Our property is adjacent to the condominiums at Signal Ridge which is separated from Chandlers Landing by a fence, bushes, and trees and provides privacy.
- Our property has retaining walls on two sides which act as buffers.
- Our home is located in a small, quiet cul-de-sac that is somewhat secluded.

In addition to the City's ordinances, the Chandlers Landing Community Association requires a short-term rental application. It includes an annual administrative fee of \$100 and a \$1,500 deposit to cover fines and damages. There are regulations such as quiet time between 10 pm and 8 am, no overnight street parking, and other conditions with which renters must comply. I intend to clearly communicate to renters the importance of keeping the rules, otherwise, I will lose my ability to maintain my home as a rental.

Our home is an attractive asset that will accommodate guests in a desirable location without adversely influencing the beautiful City of Rockwall, Chandlers Landing, its residents, or visitors.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendy Petersen". The signature is fluid and cursive, with the first name being more prominent.

Wendy Petersen

*An interesting bit of information is that our house was built from my husband's earnings working at id Software where he worked on Doom, one of the most influential video games of all time. As a matter of fact, portions of our home are featured in Doom II. My husband, Carl Sanford (Sandy) Petersen, is a world-renowned game designer whose specialty is making games fun. He has an impressive resume filled with award-winning role-playing games, board games, card games, video games, and computer games.

Enclosures: Development Application

History of Petersen ownership of Reliance Court property

Email from Rockwall City P&Z Department accepting out-of-state notary on application

\$215 check for application fee











History of Property at
108 Reliance Court, Rockwall, Texas
Owned by Carl Sanford (Sandy) Petersen and Wendy Petersen

1993 Purchased property in Rockwall.

Chandlers Landing, Phase 20, Lot 26.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

1994 Built house on property. Paid cash for part of construction costs and acquired a mortgage for remainder.

108 Reliance Court, Rockwall.

2001 Purchased vacant lot adjacent to 108 Reliance Court.

Chandlers Landing, Phase 20, Lot 25.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

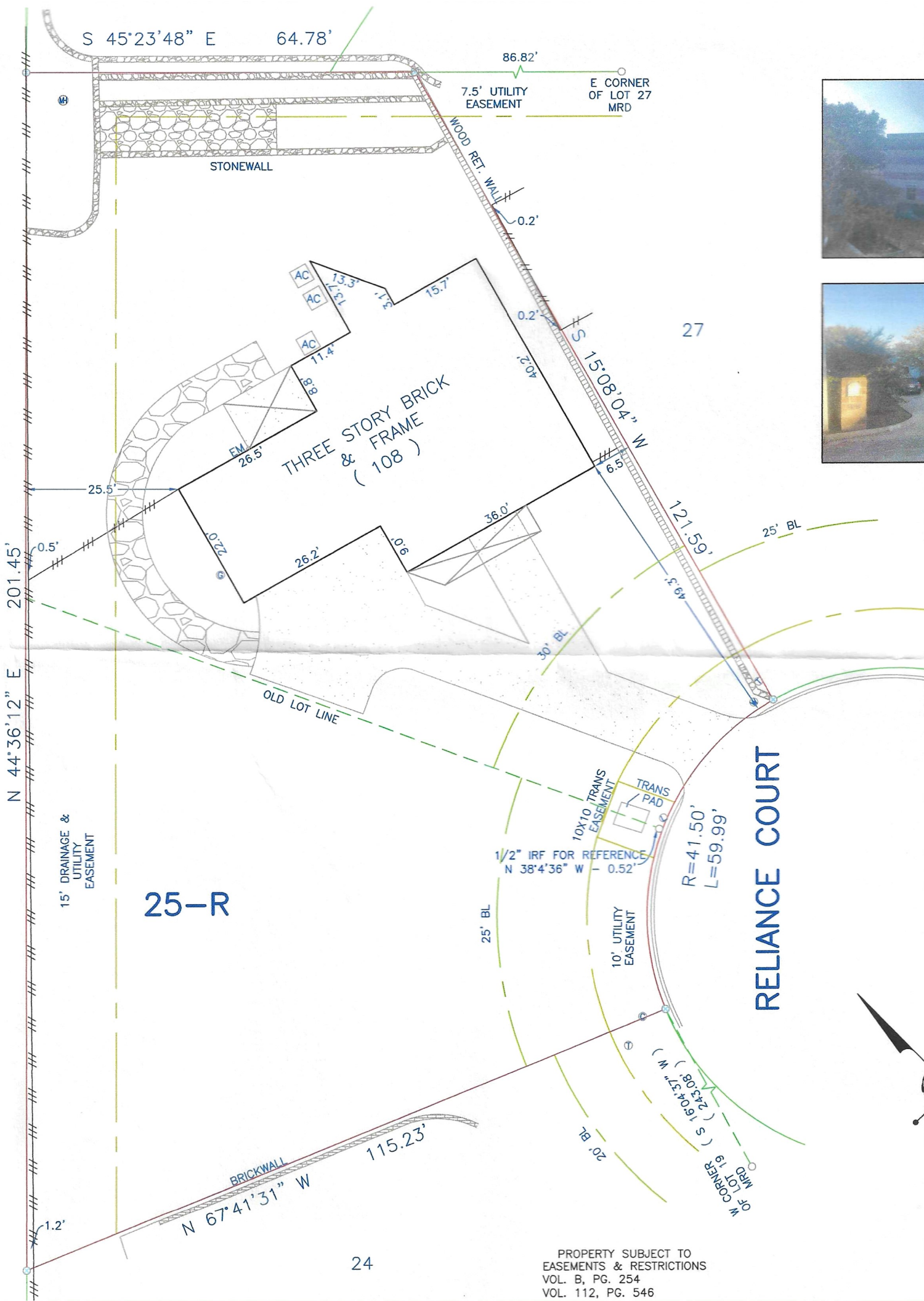
2001 Paid off mortgage acquired in 1994.

2005 Replat of Lots 25 and 26 to join the lots into one property.

Chandlers Landing, Phase 20, Lot 25-R.
Rockwall County Plat Records, Cabinet F, Slide 155.

2015 Obtained a home equity loan to invest money in a family business and 108 Reliance Court is collateral for the loan.

2024 Preparing home to become a short-term rental.



After recording please mail to:
ANGEL OAK MORTGAGE SOLUTIONS, LLC
980 HAMMOND DRIVE, SUITE 850
ATLANTA, GA 30328
Attn: Document Return

2020000028897
11/25/2020 10:57:26 AM
DEED OF TRUST
Pg: 1/16

Lawyers Title GF# 1901422000157

[Space Above This Line for Recording Data.]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT THAT IS THE TYPE OF CREDIT DEFINED BY SUBSECTION (a)(6) OF SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

Loan Number: 802009148953
MIN: 10130160000651918
MERS Phone: 1-888-679-6377

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated **NOVEMBER 18, 2020**, together with all Riders to this document.
- (B) "Borrower" is **CARL PETERSEN A/K/A CARL S. PETERSEN AND A/K/A SANDY PETERSEN AND WENDY HALL PETERSEN A/K/A WENDY PETERSEN, HUSBAND AND WIFE**. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is **ANGEL OAK MORTGAGE SOLUTIONS, LLC**. Lender is a LLC organized and existing under the laws of **DELAWARE**. Lender's address is **980 HAMMOND DRIVE, SUITE 850, ATLANTA, GA 30328**. Lender includes any holder of the Note who is entitled to receive payments under the Note.
- (D) "Trustee" is **THOMAS E BLACK, JR.** Trustee's address is **2905 CORPORATE CIRCLE, FLOWER MOUND, TX 75028**.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 18, 2020**. The Note states that Borrower owes Lender **Two Hundred Eighty-Eight Thousand Seven Hundred Fifty And No/100 Dollars (U.S. \$288,750.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 01, 2050**.

Initials: CP WHP

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(I) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- Texas Home Equity Condominium Rider
- Texas Home Equity Planned Unit Development Rider
- Adjustable Rate Rider
- Other:

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the County of ROCKWALL:

BEING LOT 25R IN BLOCK A OF CHANDLERS LANDING, PHASE 20, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED IN VOLUME F, PAGE 155, PLAT RECORDS, ROCKWALL COUNTY, TEXAS

which currently has the address of **108 RELIANCE COURT**

ROCKWALL, Texas **75032** ("Property Address"):
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security

Initials: *GP* *WHP*

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that if the Property includes both homestead property and property that is not homestead property, the Property is limited solely to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. If no part of the Property is homestead property, the homestead protections of Section 50, Article XVI of the Texas Constitution are not applicable to this Extension of Credit. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied or returned to Borrower earlier, such funds may be applied to the outstanding principal balance under the Note immediately prior to foreclosure without abandoning any acceleration of the Note. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation

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to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the

Initials: CP WP

Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

Initials: OP WHP _____

8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes a written agreement evidencing the person's consent to such lien; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note. Borrower further represents, covenants, and agrees that each owner of the Property and each owner's spouse has consented to the voluntary lien on the homestead that is being established by this Security Instrument.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets a limit on the amount of Extension of Credit charges, then all agreements between Lender and Borrower are expressly limited so that any Extension of Credit charges collected or to be collected (other than interest, bona fide discount points used to buy down the interest rate, and any excluded charges listed in Section 50(a)(6)(E)(i)-(iv) of the Texas Constitution) from Borrower, the owner of the Property, or the owner's spouse in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit are hereby amended so that such charges do not exceed, in the aggregate, the highest amount allowed by Applicable Law. If it is finally adjudicated by a court of last resort that the amount of such Extension of Credit charges exceeds the permitted limit, then: (a) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower; and (b) any sums yet to be collected from Borrower which exceed the permitted limit are hereby waived by Lender. Lender will make any refund required by this section by either making a payment to Borrower or by crediting the refund amount to the

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balance due on the Extension of Credit. Borrower acknowledges that there may be a bona fide dispute with regard to whether such Extension of Credit charges exceed in the aggregate a permitted limit and agrees that Lender will not have received adequate notice that such Extension of Credit charges exceed the permitted limit, and will have no obligation to refund any excess, unless and until that fact has been finally adjudicated by a court of last resort. **The Lender's payment or credit of any such refund will extinguish any right of action or defense to foreclosure Borrower might have arising out of such overcharge.**

This Section 13 will supersede any inconsistent provision of the Note or this Security Instrument.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copies. At the time the Extension of Credit is made, Borrower shall receive a copy of the final loan application and all executed documents signed by Borrower at closing related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check,

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provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed to limit Lender's right or time period to correct any failure to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution to the fullest extent allowed by Applicable Law. As a precondition to taking any action premised on a failure of Lender to comply with its obligations under the Extension of Credit, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender at least 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, Lender shall forfeit all principal and interest of the Extension of Credit only if: (a) Lender receives said notice, the failure to comply may be corrected by one of the methods set forth in Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, and Lender fails to correct the failure to comply within sixty (60) days after it receives said notice; (b) the Extension of Credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI of the Texas Constitution; or (c) each owner of the Property and each owner's spouse has not consented to the lien established by this Security Instrument and each owner and each owner's spouse who did not initially consent does not subsequently consent. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution, including in reasonable efforts to obtain the subsequent consent of any owner or owner's spouse who does not initially consent to the lien established by this Security Instrument.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice or written acknowledgment from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to Applicable Law and, specifically, to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law or does not comply with Section 50(a)(6), Article XVI of the Texas

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Constitution, then any such promise, payment, obligation or provision is hereby reduced to the limit of such validity, eliminated as a requirement if necessary for compliance with such law, or reformed if necessary to comply with such law without the necessity of the execution of any amendment or the delivery of any other document by Borrower or Lender.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be public occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or

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more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment, and regardless of whether the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are hereby tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender shall have the same rights and powers provided in Sections 21 and 22 of this Security Instrument in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. The owner of the Property shall not be required to apply the proceeds of the Extension of Credit to repay another debt, unless such debt, if any, is a debt secured by the Property or a debt to another lender. If proceeds of the Extension of Credit are being applied to a debt due to Lender and not secured by the Property, it is being done voluntarily by the owner of the Property and at the owner's request. Lender would make the Extension of Credit regardless of whether any proceeds are being applied to a debt due to Lender and not secured by the Property.

26. No Assignment of Wages. The owner of the Property is not assigning wages, and shall not be required to assign wages, as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made. The fair market value stated in the written acknowledgment is correct and is the value estimate in an appraisal or evaluation of the Property that was prepared in accordance with a state or federal requirement applicable to an extension of credit under Section 50(a)(6), Article XVI, Texas

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Constitution. The principal amount of the Extension of Credit, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the value stated in the executed acknowledgment. Borrower understands and agrees that Lender and its successors and assigns are relying upon Borrower's representations regarding the fair market value of the Property as additional consideration for making or purchasing the Extension of Credit, and that such representations are material. Borrower represents, warrants, and agrees that such representations are being made on all information known to Borrower and Lender at this time, and that Borrower may not later assert a different fair market value of the Property, even if such assertion is based on information discovered by Borrower after the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit; and/or (d) allow the Extension of Credit to be accelerated because of a decrease in the market value of the Property or because of a default under other indebtedness not secured by a prior valid encumbrance against the Property. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

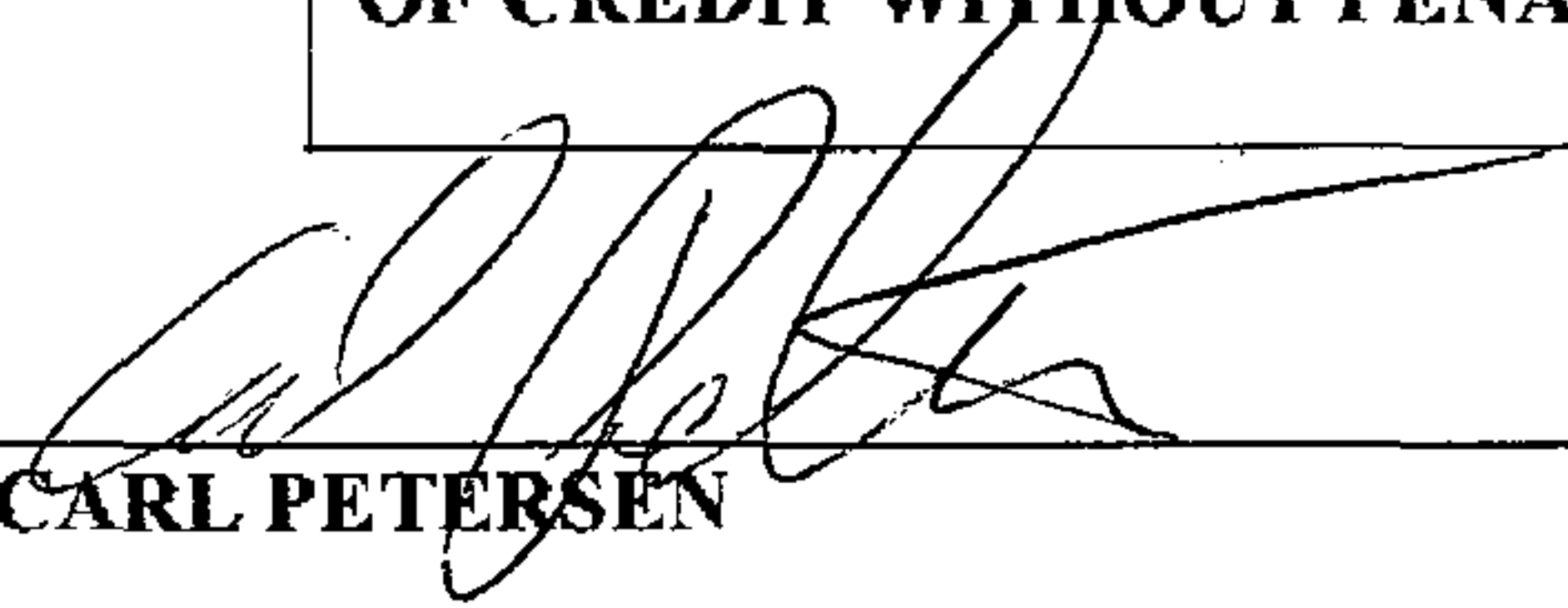
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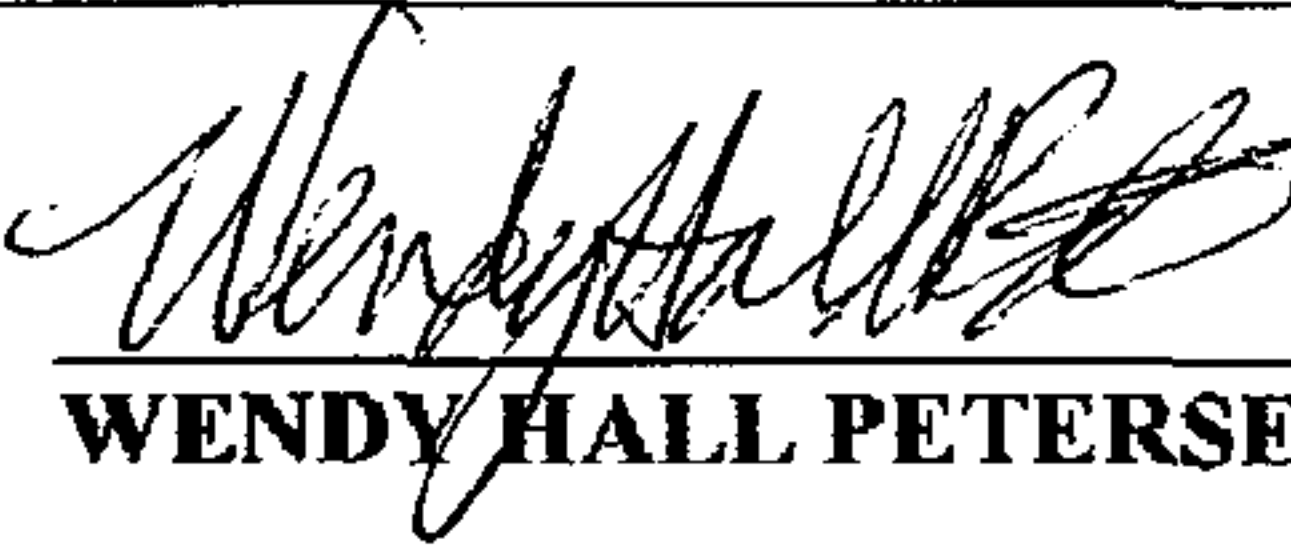
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.



CARL PETERSEN -Borrower



WENDY HALL PETERSEN -Borrower

-Borrower

-Borrower

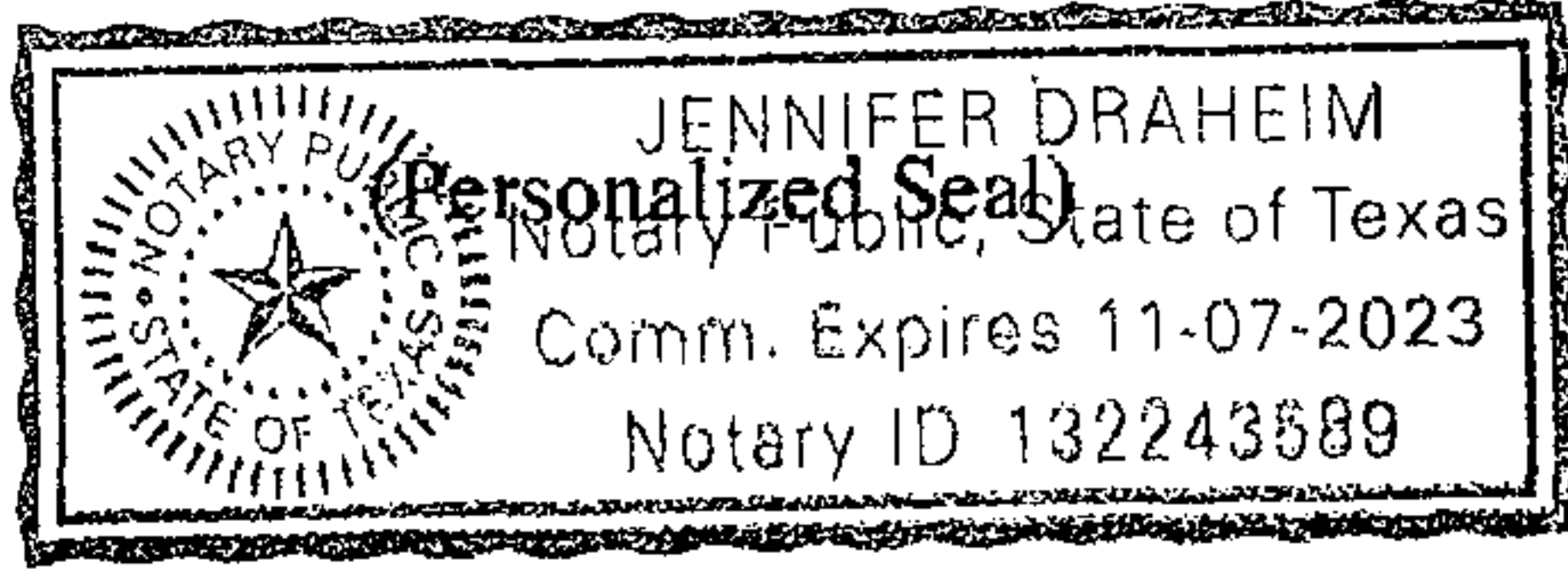
-Borrower

-Borrower

[Space Below This Line for Acknowledgment]

State of Texas
County of ~~COLLIN~~ Rockwall § § *Q*

This instrument was acknowledged before me on Nov 18, 2020 (date) by **CARL PETERSEN and WENDY HALL PETERSEN** (name or names of person or persons acknowledging).



Jennifer Draheim

Signature of Officer
E.O

Title of Officer
11-7-2023

My Commission Expires

Loan Originator Organization: AMCAP MORTGAGE, LTD.; NMLSR ID: 129122
Loan Originator Organization: ANGEL OAK MORTGAGE SOLUTIONS, LLC; NMLSR ID: 1160240
Individual Loan Originator: ANDREA SMITH; NMLSR ID: 207168

TEXAS HOME EQUITY PLANNED UNIT DEVELOPMENT RIDER

Loan Number: 802009148953

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18TH day of NOVEMBER, 2020, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ANGEL OAK MORTGAGE SOLUTIONS, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

108 RELIANCE COURT, ROCKWALL, TX 75032

[Property Address]

The property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions, and restrictions filed in the Real Property records of the county in which the property is located (the "Declaration"). The property is a part of a planned unit development described in the Declaration (the "PUD"). The property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest. Insofar as permitted by Section 50(a)(6)(H), Article XVI of the Texas Constitution, "homestead" shall include the elements of the property described by this Rider.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, or to common areas and facilities of the PUD, any proceeds payable to Borrower shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or


(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

Initials: CP Whp


F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]



CARL PETERSEN (Seal)
- Borrower



WENDY HALL PETERSEN (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
11/25/2020 10:57:26 AM
Fee: \$86.00
2020000028897





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 PLANNED DEVELOPMENT DISTRICT 8 (PD-8) [ORDINANCE NO. 23-40] AND 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 0.6391-ACRE PARCEL OF LAND IDENTIFIED AS LOT 25-R, BLOCK A, CHANDLER'S LANDING #20 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED 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 Carl and Wendy Petersen for the approval of a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental* on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance 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 Planned Development District 8 (PD-8) [Ordinance No. 23-40] and 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 Planned Development District 8 (PD-8) [Ordinance No. 23-40] and 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 Planned Development District 8 (PD-8) [Ordinance No. 23-40] and Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 03.01, *General Residential*

Standards, 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 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) Any 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 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 4TH DAY OF NOVEMBER, 2024.**

Trace Johannesen, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

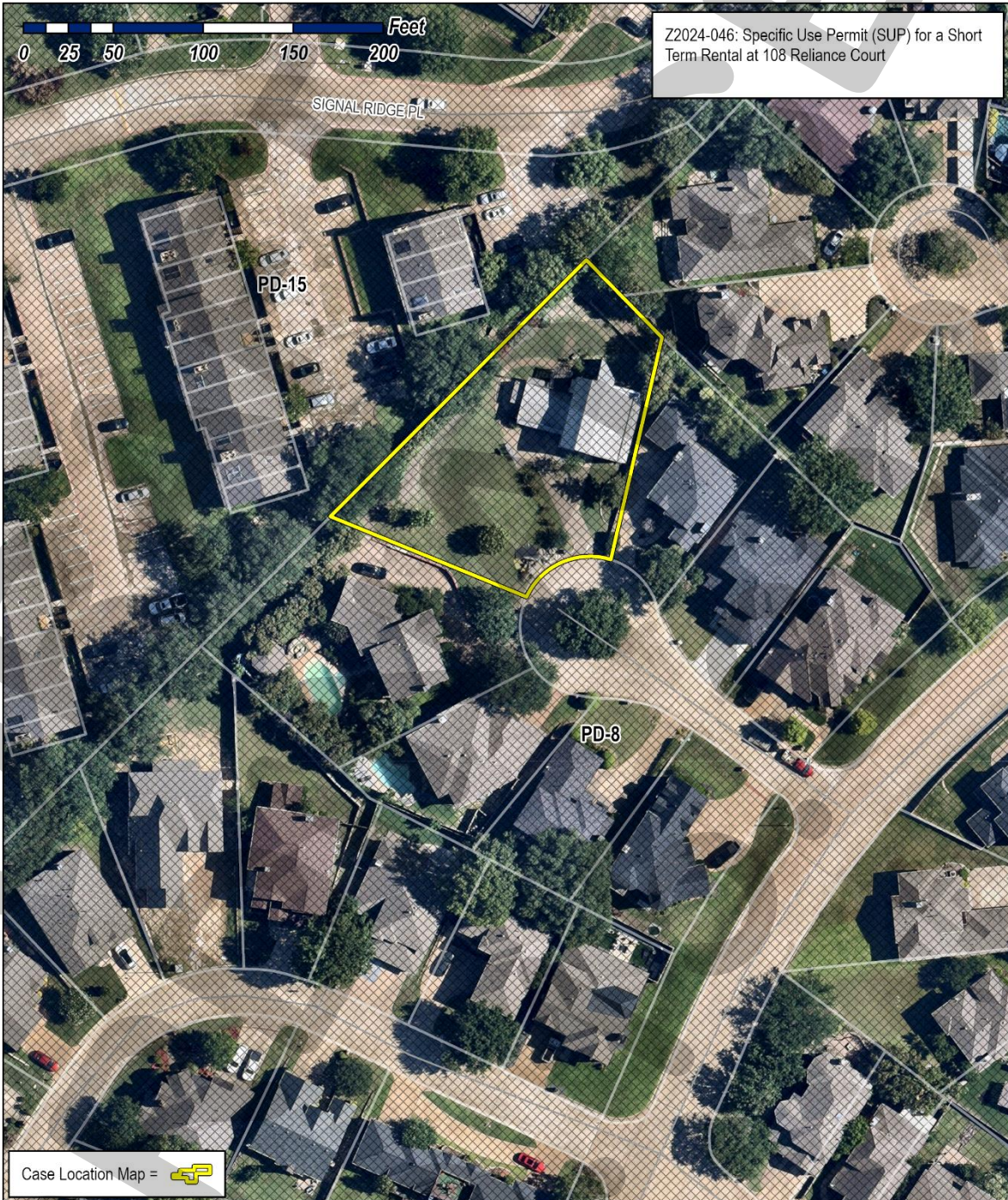
1st Reading: October 21, 2024

2nd Reading: November 4, 2024

Exhibit 'A'
Zoning Exhibit

Address: 108 Reliance Court

Legal Description: Lot 25-R, Block A, Chandler's Landing #20 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]

- wp 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.
- wp 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.
- wp 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.
- wp 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*.
- wp 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	108 Reliance Court, Rockwall, TX 75032	Zoning	Chandlers Landing Phase 20		
Subdivision	Chandlers Landing	Lot	25-R	Block	A
General Location	just inside the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court				

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	Wendy Petersen	Phone	214-675-4142				
Mailing Address	2880 Chippewa Way	City	Provo	State	UT	Zip Code	84604-4349
Email	wendyhp55@gmail.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	Michael Lund	Phone	469-264-9632				
Mailing Address	5425 Ranger Drive	City	Rockwall	State	TX	Zip Code	75032
Email	lund.michael.james@gmail.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 7th DAY OF August, 2024
 RESPONSIBLE PARTY'S SIGNATURE Michael Lund
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Joseph W. Roberts County of Dallas MY COMMISSION EXPIRES 05/28/2025

Electronically signed and notarized online using the Proof platform.

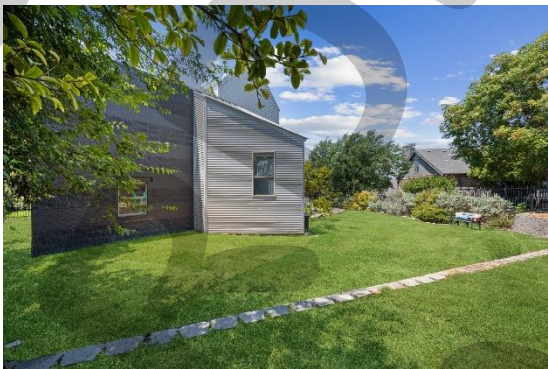
PROPERTY OWNER'S CERTIFICATION

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 7th DAY OF August, 2024
 PROPERTY OWNER'S SIGNATURE Wendy Hall Petersen
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Jasmine Fontenot County of Galveston MY COMMISSION EXPIRES October 10, 2027

SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • (972) 771-1709

Exhibit 'C':
Short-Term Rental Photographs



CITY OF ROCKWALL

ORDINANCE NO. 24-47

SPECIFIC USE PERMIT NO. S-347

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 8 (PD-8) [*ORDINANCE NO. 23-40*] AND 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 0.6391-ACRE PARCEL OF LAND IDENTIFIED AS LOT 25-R, BLOCK A, CHANDLER'S LANDING #20 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED 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 Carl and Wendy Petersen for the approval of a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental* on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 03.01, *General Residential*

Standards, 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 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) Any 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.

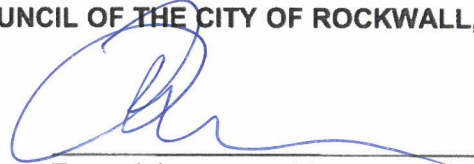
SECTION 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and every day such offense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

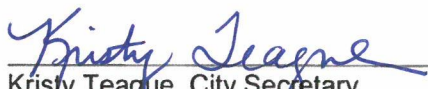
SECTION 7. That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 4TH DAY OF NOVEMBER, 2024.**



Trace Johannesen, Mayor

ATTEST:



Kristy Teague, City Secretary

APPROVED AS TO FORM:



Frank J. Garza, City Attorney



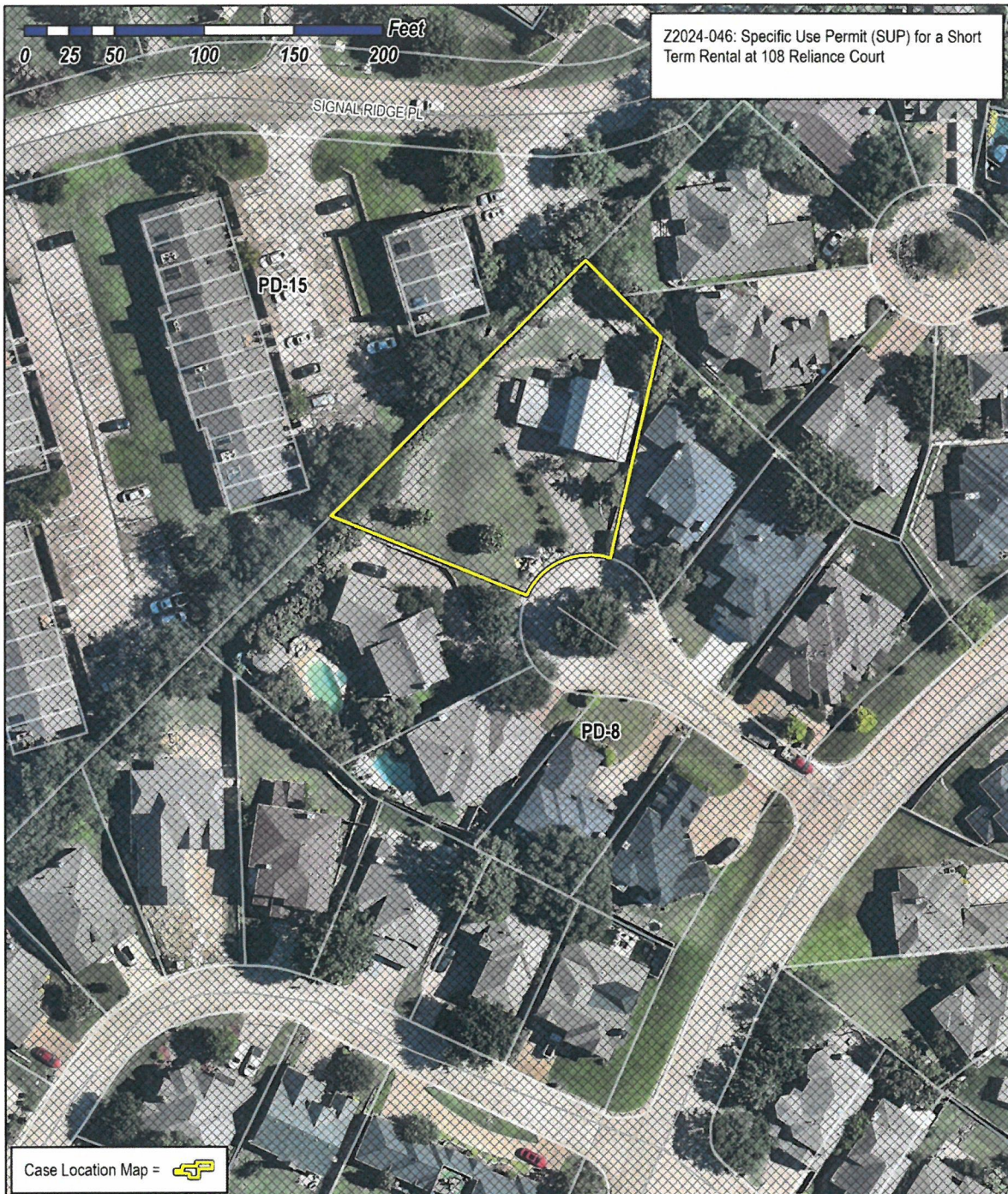
1st Reading: October 21, 2024

2nd Reading: November 4, 2024

Exhibit 'A'
Zoning Exhibit

Address: 108 Reliance Court

Legal Description: Lot 25-R, Block A, Chandler's Landing #20 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]

- wp 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.
- wp 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.
- wp 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.
- wp 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*.
- wp 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	108 Reliance Court, Rockwall, TX 75032	Zoning	Chandlers Landing Phase 20		
Subdivision	Chandlers Landing	Lot	25-R	Block	A
General Location	just inside the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court				

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	Wendy Petersen	Phone	214-675-4142				
Mailing Address	2880 Chippewa Way	City	Provo	State	UT	Zip Code	84604-4349
Email	wendyhp55@gmail.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	Michael Lund	Phone	469-264-9632				
Mailing Address	5425 Ranger Drive	City	Rockwall	State	TX	Zip Code	75032
Email	lund.michael.james@gmail.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

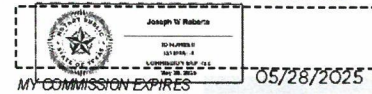
Please indicate that subject property currently conforms with the following requirements by checking the box next to each general standard:

- 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. 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 7th DAY OF August, 2024
 RESPONSIBLE PARTY'S SIGNATURE Michael Lurd
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____ County of Dallas

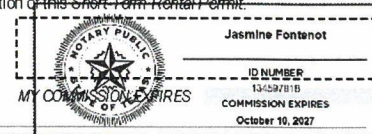


Electronically signed and notarized online using the Proof platform.

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 7th DAY OF August, 2024
 PROPERTY OWNER'S SIGNATURE Wendy Hall Peterson
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____ County of Galveston



Electronically signed and notarized online using the Proof platform.

SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • (972) 771-7100

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: October 21, 2024
APPLICANT: Carl and Wendy Petersen
CASE NUMBER: Z2024-046; *Specific Use Permit (SUP) for a Short-Term Rental at 108 Reliance Court*

SUMMARY

Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a Specific Use Permit (SUP) for a *Short-Term Rental* on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance Court, and take any action necessary.

BACKGROUND

The subject property was annexed into the City of Rockwall on October 29, 1973 by *Ordinance No. 73-42*, and rezoned to Planned Development District 8 (PD-8) by *Ordinance No. 73-48*. This Planned Development District Ordinance has been amended 20 times (*i.e. Ordinance No's 84-04, 84-16, 84-19, 85-43, 86-04, 86-64, 86-87, 87-45, 88-17, 88-51, 90-38, 91-43, 92-39, 92-41, 92-43, 02-50, 05-30, 14-15, 21-38, & 23-40*), with the most recent case (*Case No. Z2023-029*) being in 2023 which consolidated the ordinances. A preliminary plat (*Case No. PZ1985-049-01*) and a final plat (*Case No. PZ1985-051-01*) for Phase 20 of the Chandler's Landing Subdivision was later approved on July 2, 1985. This established the subject property as Lots 25 & 26, Block A, Chandler's Landing, Phase 20 Addition. On January 6, 2005, the City Council approved a replat (*Case No. P2005-064*) that combined the two (2) lots into one (1) lot, being Lot 25-R, Block A, Chandler's Landing #20 Addition. The subject property remains zoned Planned Development District 8 (PD-8) and has remained vacant since it was originally platted.

PURPOSE

The applicants -- *Carl and Wendy Petersen* -- are 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, which 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 108 Reliance Court. The land uses adjacent to the subject property are as follows:

North: Directly north of the subject property are Phases 1 & 2 of the Signal Ridge subdivision. Phase 2 of the Signal Ridge subdivision consists of 57 townhomes on 3.98-acres, and Phase 1 of the Signal Ridge subdivision consists 37 townhomes on 4.39-acres. Following this is Portofino Circle, 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.

South: Directly south of the subject property is Reliance Court, 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. Beyond this are six (6) parcels of land (*i.e. Lots 18-23, Block A, Chandler's Landing #20 Addition*) developed with single-family homes, zoned Planned Development District 8 (PD-8) for single-family land uses. Following this is Mischief Lane, 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.

East: Directly east of the subject property are eight (8) parcels of land (i.e. Lots 27-29, 32-34, & 52-53, Block A, Chandler's Landing #20 Addition), one (1) property is vacant (i.e. 104 Reliance Court) and remaining are developed with single-family homes. Beyond this is Mayflower Court, 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 several properties that are developed within single-family homes. All of these properties are zoned Planned Development District 8 (PD-8) for single-family land uses.

West: Directly west of the subject property are Phases 2, 3, & 4 of the Signal Ridge subdivision. Phase 2 of the Signal Ridge subdivision consists of 57 townhomes on 3.98-acres, Phase 3 of the Signal Ridge subdivision consists 113 townhomes on 8.88-acres, and Phase 4 of the Signal Ridge subdivision consists of 125 townhomes on 6.78-acres. All of these phases of the Signal Ridge Subdivision are zoned Planned Development District 15 (PD-15) for single-family condominium land uses.

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 a *Non-Owner-Occupied Short-Term Rental (STR)* at 108 Reliance Court, which was not in operation prior to the adoption of *Ordinance No. 24-10*. Given this, the applicant applied for the *Short-Term Rental* permit on July 29, 2024. During staff review it was determined that there was already a permitted *Non-Owner-Occupied Short-Term Rental* within 950-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 950-feet from an existing and permitted *Non-Owner-Occupied Short-Term Rental* (i.e. 2885 Newport Drive) [Permit No. STR2024-3781] that accommodates up to ten (10) guests with five (5) bedrooms and three and a half (3.5) bathrooms. The proposed *Short-Term Rental* has four (4) bedrooms and two and half (2.5) bathrooms. 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 September 18, 2024, staff mailed 254 notices to property owners and occupants within 500-feet of the subject property. Staff also notified the Chandler's Landing, Signal Ridge, Signal Ridge Phase 4, Water's Edge, and Lago Vista 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 two (2) notices back in favor and 21 notices back in opposition to 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 October 15, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the SUP by a vote of 6-0, with Commissioner Odom absent.



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

SITE PLAN APPLICATION FEES:

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

ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE)¹
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE)^{1 & 2}
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE)¹

OTHER APPLICATION FEES:

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

NOTES:

¹ 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.
² 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 108 Reliance Court, Rockwall, TX 75032

SUBDIVISION Chandlers Landing

LOT

25-R

BLOCK

A

GENERAL LOCATION from the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING residential

CURRENT USE residential

PROPOSED ZONING short-term rental

PROPOSED USE short-term rental

ACREAGE .411 acres

LOTS [CURRENT]

1

LOTS [PROPOSED]

1

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 Carl Sanford (Sandy) Petersen and Wendy Petersen

APPLICANT

CONTACT PERSON Wendy Petersen

CONTACT PERSON

ADDRESS 2880 Chippewa Way

ADDRESS

CITY, STATE & ZIP Provo, UT 84604-4349

CITY, STATE & ZIP

PHONE 214-675-4142

PHONE

E-MAIL wendyhp55@gmail.com

E-MAIL

NOTARY VERIFICATION [REQUIRED]

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

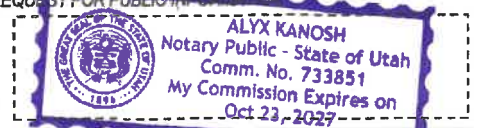
I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 215.00 TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 6th DAY OF September 2024 BY SIGNING THIS APPLICATION, 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 6 DAY OF September 2024

OWNER'S SIGNATURE

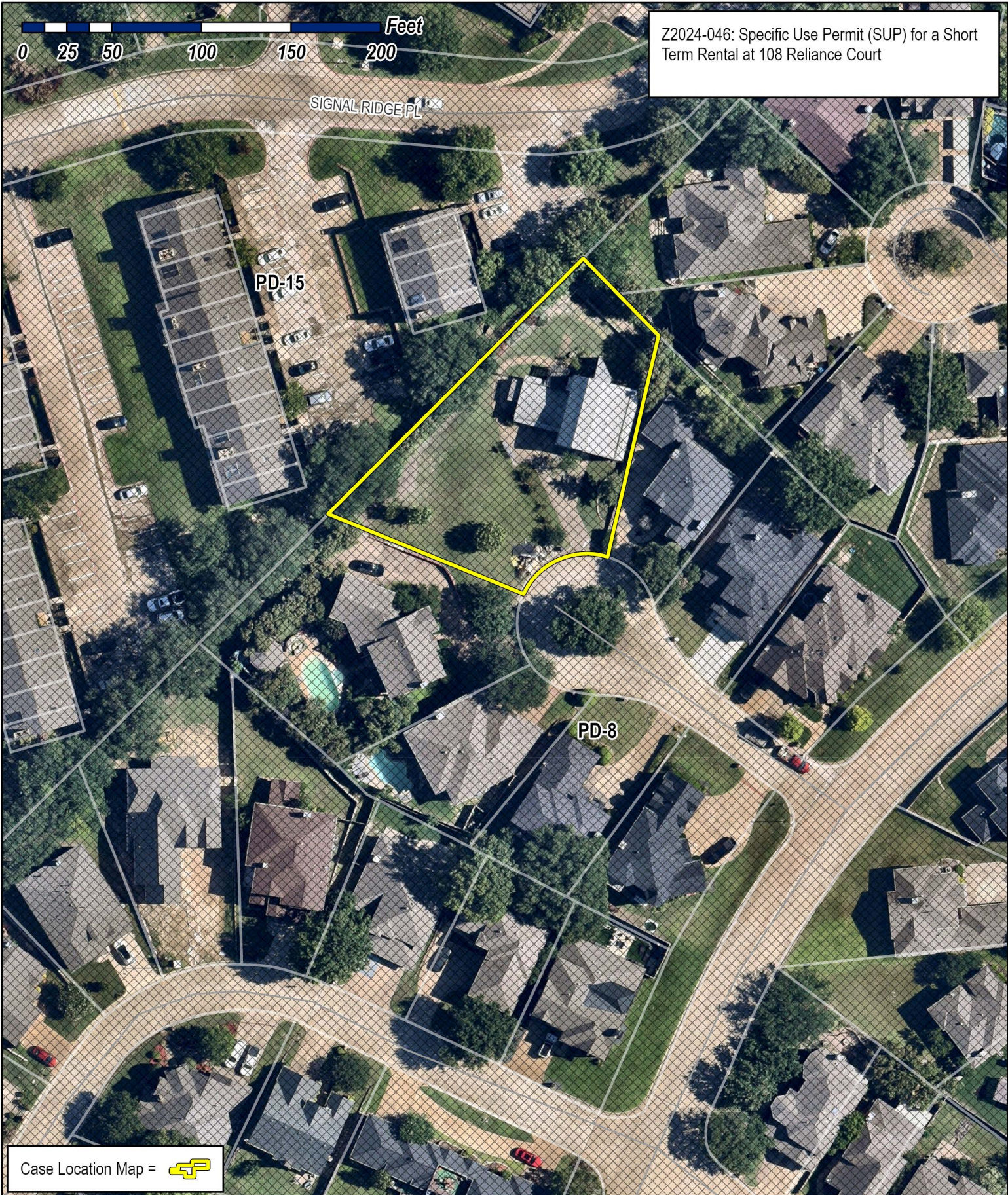
Wendy Petersen
Utah

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



MY COMMISSION EXPIRES

Oct. 23. 2027



Z2024-046: Specific Use Permit (SUP) for a Short Term Rental at 108 Reliance Court



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.

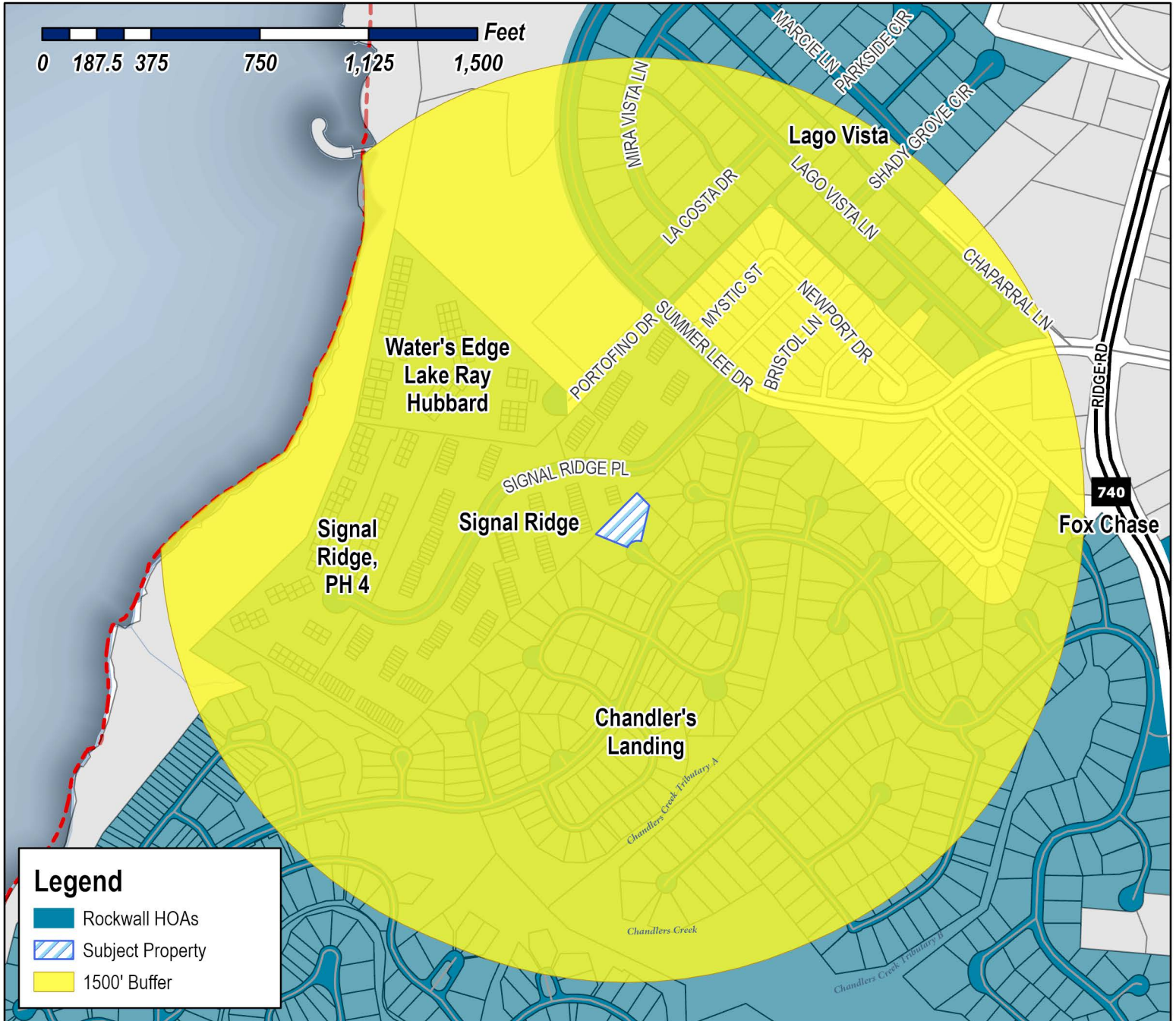




City of Rockwall

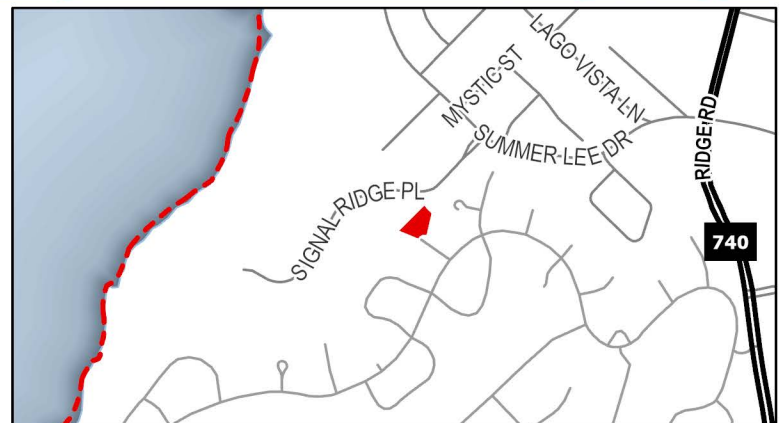
Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087
(P): (972) 771-7745
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Case Number: Z2024-046
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Planned Development District 8 (PD-8)
Case Address: 108 Reliance Court

Date Saved: 9/13/2024
 For Questions on this Case Call (972) 771-7745



From: [Zavala, Melanie](#)
Cc: [Miller, Ryan](#); [Lee, Henry](#); [Ross, Bethany](#); [Guevara, Angelica](#)
Subject: Neighborhood Notification Program [Z2024-046]
Date: Wednesday, September 18, 2024 10:36:36 AM
Attachments: [Public Notice \(P&Z\) \(09.16.2024\).pdf](#)
[HOA Map \(09.13.2024\).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, September 20, 2024](#). The Planning and Zoning Commission will hold a public hearing on [Tuesday, October 15, 2024 at 6:00 PM](#), and the City Council will hold a public hearing on [Monday, October 21, 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 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>.

-
Z2024-046: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County

Thank you,

Melanie Zavala

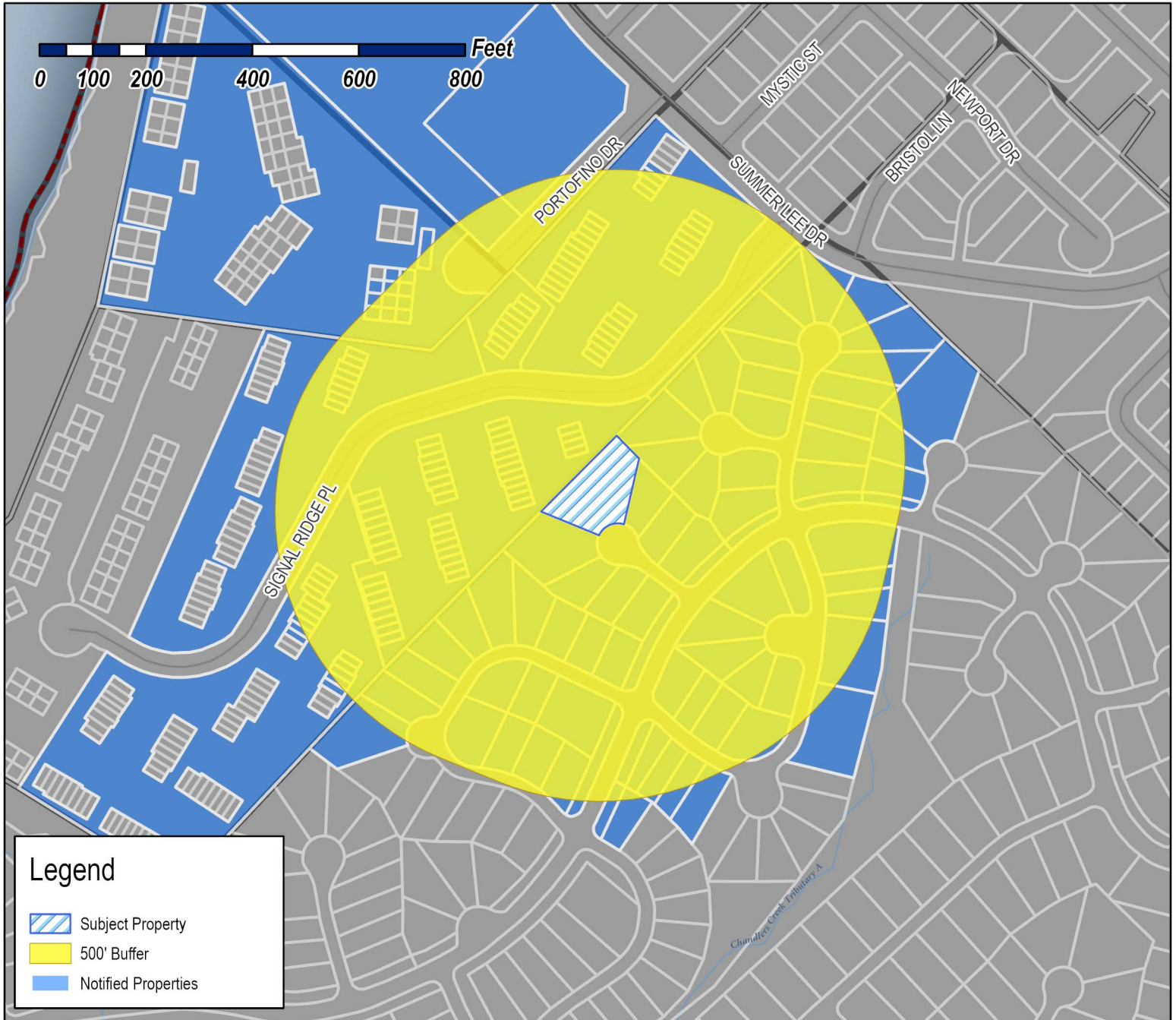
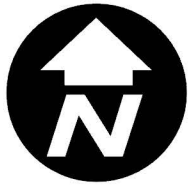
Planning & Zoning Coordinator | Planning Dept. | City of Rockwall
385 S. Goliad Street | Rockwall, TX 75087
[Planning & Zoning Rockwall](#)
972-771-7745 Ext. 6568



City of Rockwall

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

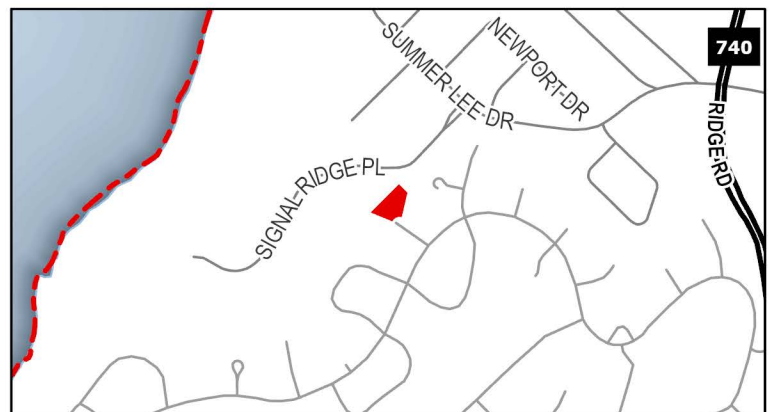
The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and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



Case Number: Z2024-046
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Planned Development District 8 (PD-8)
Case Address: 108 Reliance Court

Date Saved: 9/13/2024

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



BELOTE GARLAND III
1001 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

MEAVE DAVID MICHAEL
1002 SIGNAL RIDGE PL
ROCKWALL, TX 75032

SHAH ZAHRA
1003 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

PEREZ FREDDIE
1004 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1005 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESENDIZ FERNANDO JR AND TIFFANY ARAI
ARAGON
1006 SIGNAL RIDGE PL
ROCKWALL, TX 75032

HILL KENNETH JAMES AND BETH ANNE
1006 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1007 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHAPMAN PAMELA JEAN
1008 SIGNAL RIDGE
ROCKWALL, TX 75032

MIEROW SHARON A
1009 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LANGSTONFRIEDA KARLEN
101 MAYFLOWER CT
ROCKWALL, TX 75032

SWEET CHASE AND SADIE
101 RELIANCE CT
ROCKWALL, TX 75032

NASH SYDNEY
101 VALKYRIE PL
ROCKWALL, TX 75032

MCAFFEE CANDACE
1010 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FOREMAN JANET
1011 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ESTILL KENNETH W & CONNIE R
1012 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1013 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHARLES CREIG
1014 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DEWET WAYNE JOHN
1015 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GRAGG CAROL
1016 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1017 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1018 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1019 SIGNAL RIDGE PL
ROCKWALL, TX 75032

HARRELL STEVEN R AND ROBERTA J
102 MAYFLOWER CT
ROCKWALL, TX 75032

HALL CORI
102 MISCHIEF LANE
ROCKWALL, TX 75032

CHENAULT JOSH & NATHALIE
102 RELIANCE COURT
ROCKWALL, TX 75032

WAGNER JULIE A
1020 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1021 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GIBBS STEPHANIE L
1022 SIGNAL RIDGE PLACE
ROCKWALL, TX 75087

RESIDENT
1023 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JANAK KEVIN WAYNE
1024 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CANCIOBELLO YESENIA AND
BILLY DREW MCMURTRE
1025 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WHITE RANDY
1026 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1027 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOSEPH JACOB
1028 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GLEAVES THOMAS J &
LACY N WENDT
1029 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
103 MAYFLOWER CT
ROCKWALL, TX 75032

BCL REAL ESTATE LLC
103 GROSS RD
MESQUITE, TX 75149

AUSTIN CHRISTI LYNN
103 RELIANCE COURT
ROCKWALL, TX 75032

HALAMA STEFAN & ANN
103 VALKYRIE PL
ROCKWALL, TX 75032

DUKE HEATHER
1030 SIGNAL RIDGE PL UNIT 1030
ROCKWALL, TX 75032

LOPEZ LUISA
1031 SIGNAL RIDGE PLACE UNIT 1031
ROCKWALL, TX 75032

PERROTTA SHARON
1032 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOHNSTON SHARRON
1033 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1034 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1035 SIGNAL RIDGE PL
ROCKWALL, TX 75032

PRYOR MICA MALONEY
1036 SIGNAL RIDGE PLACE #1036
ROCKWALL, TX 75032

RESIDENT
1037 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1038 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CONNER JANICE S
1039 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
104 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
104 RELIANCE CT
ROCKWALL, TX 75032

SMITH BRYAN
104 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
1040 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1041 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1042 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1043 SIGNAL RIDGE PL
ROCKWALL, TX 75032

TRINGALI CATHARINE
1044 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FAULK ELIZABETH
1045 SIGNAL RIDGE PL # 2-B
ROCKWALL, TX 75032

YANGER LISA
1046 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1047 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ZAJDL SALLY A
1048 SIGNAL RIDGE PL
ROCKWALL, TX 75032

O'CONNOR MICHAEL AND HEATHER DAWN
105 MAYFLOWER CT
ROCKWALL, TX 75032

JOHNSON FAMILY TRUST
ROBERT S AND DOLORES I JOHNSON - TRUSTEES
105 MISCHIEF LANE
ROCKWALL, TX 75032

HAYES BRANDON
105 RELIANCE CT
ROCKWALL, TX 75032

RESIDENT
106 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
106 MISCHIEF LN
ROCKWALL, TX 75032

CHRISTIAN ANGELA LEE
106 RELIANCE CT
ROCKWALL, TX 75032

ROPER JOHN & JENNIFER
107 MAYFLOWER CT
ROCKWALL, TX 75032

TOVAR ADAN AND CAROLYNN JEWELL MALICK-
GILBREATH
107 RELIANCE CT
ROCKWALL, TX 75032

GARCIA ANTONIO JR & ROXANN D
107 VALKYRIE PL
ROCKWALL, TX 75032

SLATER THOMAS EVERETT
108 MAYFLOWER CT
ROCKWALL, TX 75032

CARRILLO VICTOR G
108 MISCHIEF LN
ROCKWALL, TX 75032

PETERSEN CARL S & WENDY
108 RELIANCE CT
ROCKWALL, TX 75032

NORTEX PROPERTIES INC
% JOSEPH L ZEHR
10808 LA CABREAH LN
FORT WAYNE, IN 46845

LYONS ELIZABETH
109 MAYFLOWER COURT
ROCKWALL, TX 75032

HAGIN GARY L & W ANNE
109 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
110 MISCHIEF LN
ROCKWALL, TX 75032

COOPER ELI T & RIKKI J
110 MAYFLOWER CT
ROCKWALL, TX 75032

RESIDENT
1101 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1102 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1103 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GARZA OLIVIA L AND FIDENCIO
1104 SIGNAL RIDGE #1104
ROCKWALL, TX 75032

RESIDENT
1105 SIGNAL RIDGE PL
ROCKWALL, TX 75032

OGLIN THOMAS J & JOYCE L
1106 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1107 SIGNAL RIDGE PL
ROCKWALL, TX 75032

JOHNS ETHAN
1108 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RUBIO CONNIE L
1109 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RATCLIFFE KATHLEEN C
111 MAYFLOWER CT
ROCKWALL, TX 75032

CERVANTES LESLEY PATINO
1110 SIGNAL RIDGE PL
ROCKWALL, TX 75032

MILLER JEFFRY AND KATHLEEN
1111 VISTA GRANDE ROAD
EL CAJON, CA 92019

RESIDENT
1113 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LEMIEUX RICHARD
1114 SIGNAL RIDGE PL UNIT 3
ROCKWALL, TX 75032

MATHERNE JUDITH L
1115 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GARRETSON CLAY
1116 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

RESIDENT
1117 SIGNAL RIDGE PL
ROCKWALL, TX 75032

SHERMAN THREASA L AND DOYLE
112 MAYFLOWER COURT
ROCKWALL, TX 75032

TAN DAVID L AND SHANNON K
112 MISCHIEF LANE
ROCKWALL, TX 75032

CASTRO CRISTINA
113 MAYFLOWER CT
ROCKWALL, TX 75032

FAIRCHILD JOINT REVOCABLE LIVING TRUST
TONI A FAIRCHILD- TRUSTEE
114 MAYFLOWER CT
ROCKWALL, TX 75032

RASOOL SHAIKH AL HADI AND
FARHANA ZAFAR
114 MISCHIEF LANE
ROCKWALL, TX 75032

PLUTUS21 DEVELOPMENT FUND V LLC
PLUTUS21 DEVELOPMENT
11455 NEWKIRK ST STE 1405
DALLAS, TX 75229

JURCA JACOB S AND JACLYN J
115 MAYFLOWER CT
ROCKWALL, TX 75032

BRACE JUDE
116 MISCHIEF LN
ROCKWALL, TX 75032

RESIDENT
118 MISCHIEF LN
ROCKWALL, TX 75032

COOK NATHAN & COURTNEY
120 MISCHIEF LN
ROCKWALL, TX 75032

GONZALEZ KEITH R & DEANNA J
120 PURITAN CT
ROCKWALL, TX 75032

HORTON TREVOR L AND MEGAN
122 PURITAN COURT
ROCKWALL, TX 75032

POTISKA PATRICIA AND ANDREA
124 PURITAN CT
ROCKWALL, TX 75032

RESIDENT
125 MISCHIEF LN
ROCKWALL, TX 75032

WINKLES GARY AND KRISTY
126 PURITAN CT
ROCKWALL, TX 75032

MARTIN NAN YI
127 MICHIEF LANE
ROCKWALL, TX 75032

HAYES RICHARD
128 PURITAN CT
ROCKWALL, TX 75032

MANSFIELD PHYLLIS J
129 MISCHIEF LANE
ROCKWALL, TX 75032

CHURY JENNIFER LEIGH & BRIAN D
131 MISCHIEF LANE
ROCKWALL, TX 75032

MORRIS NICOLE E
13724 CORDARY AVE UNIT 7
HAWTHORNE, CA 90250

PARNES DROR & ALEXANDRA
15 KESTREL COURT
ROCKWALL, TX 75032

RESIDENT
1501 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WEST VICTORIA FELICIA
1502 SIGNAL RIDGE
ROCKWALL, TX 75032

PANNELL TIMOTHY WAYNE
1503 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1504 SIGNAL RIDGE PL
ROCKWALL, TX 75032

BRINKMAN VICKI LYNN
1505 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1506 SIGNAL RIDGE PL
ROCKWALL, TX 75032

FITZGERALD LARRY R AND JACQUELINE
1507 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
1508 SIGNAL RIDGE PL
ROCKWALL, TX 75032

2019-1 IH BORROWER LP
1717 MAIN SST SUITE 2000
DALLAS, TX 75201

JOHNSON JARED H JR & BRINDA M
1741 PEPPERDALE DR
ROWLAND HEIGHTS, CA 91748

MEDINA ALEJANDRO
1800 DALROCK #100
ROWLETT, TX 75088

DWA EQUITIES LLC
1802 SIGNAL RIDGE
ROCKWALL, TX 75032

BREZ RAYMOND C & M LYNNE TRUSTEES
BREZ FAMILY TRUST
1910 SIGNAL RIDGE
ROCKWALL, TX 75032

OLSEN CATHERINE A
1920 KINGS PASS
HEATH, TX 75032

RESIDENT
1995 SUMMER LEE DR
ROCKWALL, TX 75032

RESIDENT
2000 PORTOFINO DR
ROCKWALL, TX 75032

HARVILLE BRET
2003 PORTOFINO DR
ROCKWALL, TX 75032

DASILVA JOHN M
2009 TOUCH GOLD CT
ROWLETT, TX 75088

RESIDENT
2018 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2020 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2022 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2024 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2026 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2028 PORTOFINO DR
ROCKWALL, TX 75032

LARAPINTA LLC
2028 E. BEN WHITE BLVD # 240-5820
AUSTIN, TX 75741

RESIDENT
2030 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2032 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2034 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2036 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2038 PORTOFINO DR
ROCKWALL, TX 75032

RESIDENT
2055 SUMMER LEE DR
ROCKWALL, TX 75032

MOORE GREGORY J
2140 PORTOFINO DR
ROCKWALL, TX 75032

WALLICK & VOLK INC
222 E 18TH ST
CHEYENNE, WY 82001

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

HENDERSON DON AND MARIA
234 BRISTOL CT
HEATH, TX 75032

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO SUITE 300
CALABASAS, CA 91302

AMERICAN HOMES 4 RENT PROPERTIES TWO
LLC
23975 PARK SORRENTO SUITE 300
CALABASAS, CA 91302

PINK DALLAS LLC
240 WILLOWCREST
ROCKWALL, TX 75032

ODOM LACEY AND JOSH
2402 YACHT CLUB DR
ROCKWALL, TX 75032

PARRISH WENDY R
246 VICTORY LN
ROCKWALL, TX 75032

GATZKE LISA AND JAMES
247 VICTORY LANE
ROCKWALL, TX 75032

HARRIS ERIC & DEBBIE
251 VICTORY LN
ROCKWALL, TX 75032

LASANCE RICHARD & SHIRLEY
253 VICTORY LN
ROCKWALL, TX 75032

ROCKWALL LOT 3 OWNER LLC
255 ALHAMBRA CIRCLE SUITE 760

2055 SUMMER LEE ROCKWALL OWNER LLC
255 ALHAMBRA CIRCLE SUITE 760

BRITTON MATTIE JO AND ZACHARY TAYLOR
256 VICTORY LN
ROCKWALL, TX 75032

RESIDENT
257 VICTORY LN
ROCKWALL, TX 75032

HANSEN J D & PATRICIA
262 VICTORY LN
ROCKWALL, TX 75032

RESIDENT
264 VICTORY LN
ROCKWALL, TX 75032

STUBBLEFIELD SUSAN
268 VICTORY LN
ROCKWALL, TX 75032

DILOV VANIO
2717 LAKEWOOD DR
ROWLETT, TX 75088

FRANCISCO CAROLYN ELLISON
272 VICTORY LN
ROCKWALL, TX 75032

CARPENTER REVOCABLE LIVING TRUST
2752 E FM 552
ROCKWALL, TX 75087

BURKETT MARY REBECCA EASON
277 TERRY LN
HEATH, TX 75032

DEMARS GREGORY SCOTT AND
CYNTHIA LEE FLOYD
281 VICTORY LANE
ROCKWALL, TX 75032

HALL JASON M & CORI M
284 VICTORY LN
ROCKWALL, TX 75032

BAILEY BETH KENNEDY
2919 COUNTRY PLACE CIR
CARROLLTON, TX 75006

SALT PROPERTIES LLC
2931 RIDGE ROAD SUITE 101-181
ROCKWALL, TX 75032

SEEDS DAVID R
2961 S CHERRY WAY
DENVER, CO 80222

PERRY GEORGE DAVID & SANDRA SUE
299 VICTORY LN
ROCKWALL, TX 75032

MIRFENDERESKI JONAH JAVAD AND
NALINA MICHELLE SHAPIRO
301 VALIANT DRIVE
ROCKWALL, TX 75032

RESIDENT
306 VICTORY LN
ROCKWALL, TX 75032

MCNAIR KELLY
307 VICTORY LN
ROCKWALL, TX 75032

FALLS DAVID & TERRI
309 ROOKERY CT
MARCO ISLAND, FL 34145

RESIDENT
310 VICTORY LN
ROCKWALL, TX 75032

MAY DEBRA AND RODNEY
314 VICTORY LN
ROCKWALL, TX 75032

SARAH LOREDO A/K/A SARAH ARCE SPECIAL
COMMUNITY PROPERTY TRUST, A SU
JAIME & SARAH ARCE LIVING TRUST, SARAH
LOREDO/SARAH ARCE-T
315 VICTORY LN
ROCKWALL, TX 75032

LIECHTY SHIRLEY JEAN
C/O MRS AMY JENSEN
331 MOCKINGBIRD LN
AUBURN, AL 36830

LESLIE RANDY
349 E ELDORADO DR
SCROGGINS, TX 75480

MCILRATH PROPERTIES LLC
3910 WESLEY ST
GREENVILLE, TX 75401

STRAHM ROBERT & DENA LYNNE
4010 STONE HAVEN DR
GARLAND, TX 75043

OPENDOOR PROPERTY J LLC
410 N SCOTTSDALE RD STE 1600
TEMPE, AZ 85281

OPENDOOR PROPERTY J LLC
410 N SCOTTSDALE RD STE 1600
TEMPE, AZ 85281

GARDNER DAVID L REV LIV TR
4401 GMD UNIT 702
LONGBOAT KEY, FL 34228

DAVID L GARDNER REVOCABLE LIVING TRUST
4401 GULF OF MEXICO DR UNIT 702
LONGBOAT KEY, FL 34228

BRACK KENYATTA AND SELEAN TURNER
4501 YACHT CLUB DRIVE
ROCKWALL, TX 75032

BOUSSERT ANNE S & CHRISTIAN B
516 CAMELIA AVE
BATON ROUGE, LA 70806

ROCKWALL YELLOWJACKETS 3533 LLC
519 E INTERSTATE 30 PMB 212
ROCKWALL, TX 75087

GRAF DANIEL & JESSICA
5307 92ND ST
LUBBOCK, TX 79424

BAUMGARD CHRIS & LAUREN
5324 PETERSON CT
FLOWER MOUND, TX 75028

VEGA DAVID AND ALICIA C
550 MCDONALD ROAD
HEATH, TX 75032

WOODARD JENNIFER
619 E BOYDSTUN AVE
ROCKWALL, TX 75087

MCKINSTRY FRITZ AND KATHY LIVING TRUST
634 COURAGEOUS DR
ROCKWALL, TX 75032

PATTERSON WILLIAM L JR AND DWAYLA L
REVOCABLE LIVING TRUST
782 HANOVER DR
ROCKWALL, TX 75087

BENTON EMILY AND
LORI BENTON
785 WINDING RIDGE LN
ROCKWALL, TX 75032

RESIDENT
801 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LONON DEBORAH J
802 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

KILLGORE LEE A
803 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
804 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ARMSTRONG JOHN D III
804 EAGLE PASS
HEATH, TX 75032

BRYANT BLAIR WILLIAM JR
805 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WALKER RAYMOND B & PHYLLIS F REVOCABLE
TRUST
RAYMOND B & PHYLLIS F WALKER TRUSTEES
806 SIGNAL RIDGE PLACE UNIT 806
ROCKWALL, TX 75032

POPP LEILA
807 SIGNAL RIDGE PL
ROCKWALL, TX 75032

PETERSON STEVEN R & DONNA R
808 SIGNAL RIDGE
ROCKWALL, TX 75032

BRAY SHAWN & HANNAH GRACE LEHMANN-
BRAY
809 SIGNAL RIDGE
ROCKWALL, TX 75032

GERAULT JANET
810 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
811 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
812 SIGNAL RIDGE PL
ROCKWALL, TX 75032

THOMPSON JOHN R AND REGINA B
813 SIGNAL RIDGE PLACE UNIT 813
ROCKWALL, TX 75032

BRASHEARS KARI
814 SIGNAL RIDGE PL
ROCKWALL, TX 75032

ANDREW JONATHON
815 SIGNAL RIDGE
ROCKWALL, TX 75032

RESIDENT
816 SIGNAL RIDGE PL
ROCKWALL, TX 75032

CHAPMAN LAURA J AND RONALD L
905 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GOODALL JOYCE ANN & JILL NICOLE COOPER
906 SIGNAL RIDGE PLACE 5
ROCKWALL, TX 75032

RESIDENT
907 SIGNAL RIDGE PL
ROCKWALL, TX 75032

EFFLE MANDY E AND
JOSH DEATON
908 SIGNAL RIDGE
ROCKWALL, TX 75032

RESIDENT
909 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
910 SIGNAL RIDGE PL
ROCKWALL, TX 75032

BAIRD-SMIT JULIA GRAYSON
911 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

WHITE DEBORAH
912 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DISMUKE JAMIE M
913 SIGNAL RIDGE PLACE #913
ROCKWALL, TX 75032

YANG JIE &
CHANGYUN LI
914 SIGNAL RIDGE PL UNIT 914
ROCKWALL, TX 75032

TUNNELL MEREDITH MICHELLE
915 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
916 SIGNAL RIDGE PL
ROCKWALL, TX 75032

DEZEE GENENE
917 SIGNAL
ROCKWALL, TX 75032

RESIDENT
918 SIGNAL RIDGE PL
ROCKWALL, TX 75032

LARAMORE ALLISON AND
KIMBERLY LARAMORE & BAYLIS H
919 SIGNAL RIGE PLACE
ROCKWALL, TX 75032

INZILLO FRANCA
920 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
921 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
921 SIGNAL RIDGE PL
ROCKWALL, TX 75032

MURRAY NORMA C
922 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
923 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
924 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
925 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
926 SIGNAL RIDGE PL
ROCKWALL, TX 75032

RESIDENT
927 SIGNAL RIDGE PL
ROCKWALL, TX 75032

WILEY ALEXANDRIA AND JOHN WESLEY
SHELTON
928 SIGNAL RIDGE PL
ROCKWALL, TX 75032

GREEN MAUREEN
945 BREEZY HILL LANE
ROCKWALL, TX 75087

HARRIS SUSAN
9660 ALPHA LN
QUINLAN, TX 75474

TAYLOR LIVING TRUST
KEVIN ASHLEY TAYLOR AND ANNETTE
ELIZABETH TAYLOR-COTRUSTEES
9918 LINCOLNSHIRE CT
ROCKWALL, TX 75087

THE SPACE PLACE, SERIES LLC, SERIES I
P.O. BOX 1271
MOUNT PLEASANT, TX 75456

LOGAN PAULINE K
P.O. BOX 2198
ROCKWALL, TX 75087

MCMINN KIMBERLY
PMB 239 11654 PLAZA AMERICA DR
RESTON, VA 20190

AMHILL FINANCIAL LP
ATTN JIM PETERS
PO BOX 1179
ROCKWALL, TX 75087

RUSH MAJOR
PO BOX 760794
GARLAND, TX 75046

GONZALEZ LOURDES
1027 SIGNAL RIDGE PLACE
ROCKWALL, TX 75032

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.

THEY Affected Property Values in a Negative way.

Name: DAVID ANDERSON (D.V.A. EQUITIES LLC)

Address: 923 Signal Ridge Place Rockwall TX 75082

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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Case No. Z2024-046: 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.

- ① There is a housing shortage and this unit should be used for long term residential purposes
- ② There are many problems with short term rentals including increased crime

Name: Anne & Christian Boussett
Address: 1021 Signal Ridge Place, Rockwall 75032

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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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:

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Z2024-046: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance Court, and take any action necessary.

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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

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Sincerely,

Ryan Miller, AICP
Director of Planning & Zoning

USE THIS QR CODE
TO GO DIRECTLY
TO THE WEBSITE



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PLEASE RETURN THE BELOW FORM

Case No. Z2024-046: 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.

STR's should be allowed in Chandlers as long as there are rules for who is allowed to use the home & for what purposes.

Name:

Mary Burkett

Address:

277 Terry Ln. Heath (owner of 5 Signal Ridge condos)

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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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.

We have concerns about who is renting these
short term rentals without concern for our neighbors

Name: *Kenneth Estill Kw. Estill*

Address: *1012 Signal Ridge 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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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. Z2024-046: 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.

Subject property is located in a gated community; on a short cul-de-sac street with little parking; the HOA restricts on-street, overnight parking! Additional traffic & noise!

Name: Carolyn Francisco acct. # 20101-4134
Address: 277 Victory Lane, Rockwall 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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Carolyn Francisco 214-729-2815

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.

Not appropriate for our community.
We moved here for security.

Name:

Jerry & Pat Hansen

Address:

262 Victory Lane

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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Case No. Z2024-046: 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.

Do not want STR's in Chandlers.

Name:

Debbie Harris

Address:

251 Victory Lane, Rockwall, TX 75082

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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Case No. Z2024-046: 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.

I do not believe there would be any negative effect for a short or long term rental. In fact I believe it could help our area to provide this service.

Name: Pam Hawley
Address: 1042 Signal Ridge Pl.

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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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.

The neighborhood is family based, not conducive to/for a short-term rentals. The private security in this area along with our public police department do not have available resources to properly protect others increase of violence if it occurs as *

Name: Charlie Massey

Address: 2919 Lago Vista Ln, Rockwall, 75082

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* A result of the rental.

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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. Z2024-046: 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.

It is a large house so...
① - large parties
② - large families w lots of kids
③ - as it is we are keeping our rentals low here so I do
Name: Sharon Microw } not want more
Address: 1009 Signal Ridge Pl. Rockwall 75082 } near by (rentals)

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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Case No. Z2024-046: 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.

Increased traffic and late night parties
Also, it will increase crime in the area

Name: Michael O'Connor

Address: 105 Mayflower Court, Rockwall, Texas

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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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.

Other areas that have allowed short-term rentals have had lots of problems including increased crime rates, wild parties and destruction of property.

Name: Gayle Smitherman

Address: 1021 Signal Ridge Pl, Rockwall TX 75032

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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).

Z2024-046

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.

I do not feel that short term rentals should be allowed in residential neighborhoods due to increased traffic, possible crime, possible disturbance of the peace.

Respondent Information

Please provide your information.

First Name *

Annette

Last Name *

Taylor

Address *

909 Signal Ridge

City *

Rockwall

State *

TX

Zip Code *

75032

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

PUBLIC NOTICE



CITY OF ROCKWALL
PLANNING AND ZONING DEPARTMENT
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Case No. Z2024-046: 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.

The attraction of this community is its gated security. An STR allows non-property owners or long-term leasees access with no restrictions on why they would be in the community.

Name: *Roxann Garcia*

Address: *107 Valkyrie Place, Rockwall, TX 75087*

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Case No. Z2024-046: SUP for a Short-Term Rental

OWNER:
907 Signal Ridge
Rockwall, Texas

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.

Opposed to all Short Term Rentals
in the Town of Rockwall Texas
Short Term Rentals have negative
impact on Property Values

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

Owner of
927 Signal Ridge
Rockwall Texas

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.

Opposed to all short term rentals
in the Town of Rockwall Texas
Short Term Rentals have an adverse
impact on Property Values

Name: David L. Gardner

Address: 4401 GMD, Unit 702 Longboat Key FL 34228

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

Ross, Bethany

From: Brandon Hayes <brandon@renegadecigars.com>
Sent: Tuesday, October 15, 2024 1:14 PM
To: Planning
Subject: Z2024-046

Case No. Z2024-046 for a Short-Term Rental

As a resident of Reliance Court in Rockwall, Texas, I oppose the short-term rental on my street. I am concerned about potential noise, increased traffic, and other related issues.

Thank you,

Brandon Hayes
105 Reliance Ct.

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.

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.

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).

Z2024-046

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.

Impact to neighbors and potential disruption. Additional concerns with non resident use of neighborhood amenities, along with concerns of non residents and unknown parties inhabiting the gated community.

Respondent Information

Please provide your information.

First Name *

Jaclyn

Last Name *

Jurca

Address *

115 mayflower ct

City *

Rockwall

State *

Tx

Zip Code *

75032

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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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:

Z2024-046: SUP for a Short-Term Rental

Hold a public hearing to discuss and consider a request by Carl and Wendy Petersen for the approval of a Specific Use Permit (SUP) for a Short-Term Rental on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance 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, October 15, 2024 at 6:00 PM, and the City Council will hold a public hearing on Monday, October 21, 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. If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, October 21, 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. Z2024-046: 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.

Short term rentals lead to "party houses" and disruptions to what are otherwise quiet neighborhoods with long term residents that are stable and relatively quiet. Neighbors then move out and more short term rentals or residents move in and destabilize the neighborhoods.

Name: Lee Killgore

Address: 809 Signal Ridge #1 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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Z2024-046

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 *

Lauren

Last Name *

Montoney

Address *

104 Valkyrie Pl

City *

Rockwall

State *

TX

Zip Code *

75032

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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Z2024-046

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 *

Nalina

Last Name *

Shapiro

Address *

301 valiant drive

City *

Rockwall

State *

Texas

Zip Code *

75032

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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Z2024-046

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.

Community area privacy is compromised, risk for trash, noise, parties, parking is an issue! No tenant screening

Respondent Information

Please provide your information.

First Name *

Rosemary

Last Name *

Tonoli

Address *

604 Severige Court

City *

Rockwall

State *

TX

Zip Code *

75032

Please check all that apply: *

- I live nearby the proposed Zoning or Specific Use Permit (SUP) request.
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Zoning & Specific Use Permit Input Form

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Z2024-046

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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.

multiple cars, unknown people, no screening process, risk for parties and noise and trash

Respondent Information

Please provide your information.

First Name *

Adan

Last Name *

Tovar

Address *

107 Reliance Court

City *

Rockwall

State *

Texas

Zip Code *

75032

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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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:

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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. If you choose to email the Planning Department please include your name and address for identification purposes.

Your comments must be received by Monday, October 21, 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. Z2024-046: 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.

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

Wendy Petersen
2880 Chippewa Way
Provo, UT 84604-4349
214-675-4142
wendyhp55@gmail.com

10 September 2024

City of Rockwall
Planning and Zoning Department
385 South Goliad Street
Rockwall, TX 75087

Re: 108 Reliance Court

Dear Planning and Zoning Department:

This letter regards a Specific Use Permit for the residence located at 108 Reliance Court, Rockwall, Texas for designation as a short-term rental.

My husband and I built our dream house in 1994 on property we purchased in Chandlers Landing in 1993.* We lived in the house for 30 years and raised our children there.

For the past few years, my husband's parents have been inviting us to live with them in Utah to help care for them. They are 92 and 96 years old. We had several situations that prevented us from accommodating them, but during the last couple of years, things fell into place, and we made the big move. We were excited to go because most of our children and grandchildren are also in Utah.

We love our house and don't want to sell it. We want to return to visit friends and family occasionally, but we don't want our home to sit vacant most of the time. Logically, converting it into a short-term rental is a great solution because it would be occupied much of the time (hopefully), it would generate income to pay for property insurance and taxes, and we can reserve it for ourselves when we visit.

Our house is approximately 950 feet away from the nearest existing short-term rental, about 50 feet under the 1,000-foot proximity requirement. There are several items to consider in our application for a Specific Use Permit:

- Our home is located in Chandlers Landing which is an attractive neighborhood with many speed bumps which encourages slow traffic.
- Yacht Club Drive, which circles the community, is two miles around. About one consecutive mile of Yacht Club Drive has only a couple of homes whose front doors face the Drive. Reliance Court is a street that intersects that section of the Drive. The result is a feeling of less concentration and more spaciousness.
- Our property on Reliance Court includes a landscaped lot which provides a peaceful clearing.
- Our property is adjacent to the condominiums at Signal Ridge which is separated from Chandlers Landing by a fence, bushes, and trees and provides privacy.
- Our property has retaining walls on two sides which act as buffers.
- Our home is located in a small, quiet cul-de-sac that is somewhat secluded.

In addition to the City's ordinances, the Chandlers Landing Community Association requires a short-term rental application. It includes an annual administrative fee of \$100 and a \$1,500 deposit to cover fines and damages. There are regulations such as quiet time between 10 pm and 8 am, no overnight street parking, and other conditions with which renters much comply. I intend to clearly communicate to renters the importance of keeping the rules, otherwise, I will lose my ability to maintain my home as a rental.

Our home is an attractive asset that will accommodate guests in a desirable location without adversely influencing the beautiful City of Rockwall, Chandlers Landing, its residents, or visitors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wendy Petersen', written in a cursive style.

Wendy Petersen

*An interesting bit of information is that our house was built from my husband's earnings working at id Software where he worked on Doom, one of the most influential video games of all time. As a matter of fact, portions of our home are featured in Doom II. My husband, Carl Sanford (Sandy) Petersen, is a world-renowned game designer whose specialty is making games fun. He has an impressive resume filled with award-winning role-playing games, board games, card games, video games, and computer games.

Enclosures: Development Application

History of Petersen ownership of Reliance Court property

Email from Rockwall City P&Z Department accepting out-of-state notary on application

\$215 check for application fee











History of Property at
108 Reliance Court, Rockwall, Texas
Owned by Carl Sanford (Sandy) Petersen and Wendy Petersen

1993 Purchased property in Rockwall.

Chandlers Landing, Phase 20, Lot 26.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

1994 Built house on property. Paid cash for part of construction costs and acquired a mortgage for remainder.

108 Reliance Court, Rockwall.

2001 Purchased vacant lot adjacent to 108 Reliance Court.

Chandlers Landing, Phase 20, Lot 25.
Rockwall County Plat Records, Cabinet B, Slides 254-256.

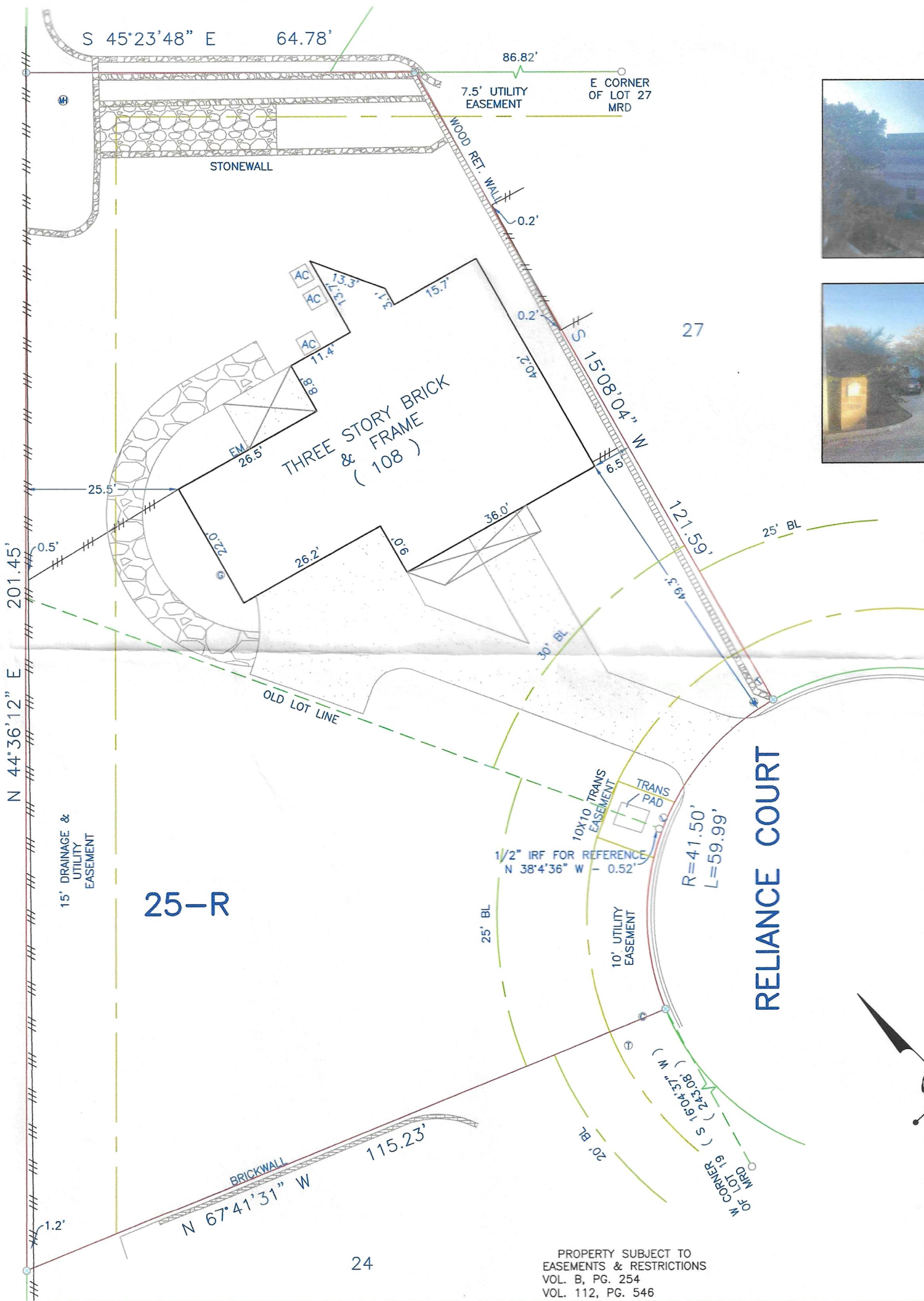
2001 Paid off mortgage acquired in 1994.

2005 Replat of Lots 25 and 26 to join the lots into one property.

Chandlers Landing, Phase 20, Lot 25-R.
Rockwall County Plat Records, Cabinet F, Slide 155.

2015 Obtained a home equity loan to invest money in a family business and 108 Reliance Court is collateral for the loan.

2024 Preparing home to become a short-term rental.



25-R

27

24

RELIANCE COURT

PROPERTY SUBJECT TO
EASEMENTS & RESTRICTIONS
VOL. B, PG. 254
VOL. 112, PG. 546

After recording please mail to:
ANGEL OAK MORTGAGE SOLUTIONS, LLC
980 HAMMOND DRIVE, SUITE 850
ATLANTA, GA 30328
Attn: Document Return

2020000028897
11/25/2020 10:57:26 AM
DEED OF TRUST
Pg: 1/16

Lawyers Title GF# 1901422000157

[Space Above This Line for Recording Data.]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT THAT IS THE TYPE OF CREDIT DEFINED BY SUBSECTION (a)(6) OF SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

Loan Number: 802009148953
MIN: 10130160000651918
MERS Phone: 1-888-679-6377

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **NOVEMBER 18, 2020**, together with all Riders to this document.

(B) "Borrower" is **CARL PETERSEN A/K/A CARL S. PETERSEN AND A/K/A SANDY PETERSEN AND WENDY HALL PETERSEN A/K/A WENDY PETERSEN, HUSBAND AND WIFE**. Borrower is the grantor under this Security Instrument.

(C) "Lender" is **ANGEL OAK MORTGAGE SOLUTIONS, LLC**. Lender is a LLC organized and existing under the laws of **DELAWARE**. Lender's address is **980 HAMMOND DRIVE, SUITE 850, ATLANTA, GA 30328**. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is **THOMAS E BLACK, JR.** Trustee's address is **2905 CORPORATE CIRCLE, FLOWER MOUND, TX 75028**.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **NOVEMBER 18, 2020**. The Note states that Borrower owes Lender **Two Hundred Eighty-Eight Thousand Seven Hundred Fifty And No/100 Dollars (U.S. \$288,750.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 01, 2050**.

Initials: CP WHP

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(I) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- Texas Home Equity Condominium Rider
- Texas Home Equity Planned Unit Development Rider
- Adjustable Rate Rider
- Other:

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the County of ROCKWALL:

BEING LOT 25R IN BLOCK A OF CHANDLERS LANDING, PHASE 20, AN ADDITION TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED IN VOLUME F, PAGE 155, PLAT RECORDS, ROCKWALL COUNTY, TEXAS

which currently has the address of **108 RELIANCE COURT**

ROCKWALL, Texas **75032** ("Property Address"):
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security

Initials: *GP* *WHP*

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that if the Property includes both homestead property and property that is not homestead property, the Property is limited solely to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. If no part of the Property is homestead property, the homestead protections of Section 50, Article XVI of the Texas Constitution are not applicable to this Extension of Credit. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied or returned to Borrower earlier, such funds may be applied to the outstanding principal balance under the Note immediately prior to foreclosure without abandoning any acceleration of the Note. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation

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to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the

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Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Loan Application. Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes a written agreement evidencing the person's consent to such lien; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note. Borrower further represents, covenants, and agrees that each owner of the Property and each owner's spouse has consented to the voluntary lien on the homestead that is being established by this Security Instrument.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets a limit on the amount of Extension of Credit charges, then all agreements between Lender and Borrower are expressly limited so that any Extension of Credit charges collected or to be collected (other than interest, bona fide discount points used to buy down the interest rate, and any excluded charges listed in Section 50(a)(6)(E)(i)-(iv) of the Texas Constitution) from Borrower, the owner of the Property, or the owner's spouse in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit are hereby amended so that such charges do not exceed, in the aggregate, the highest amount allowed by Applicable Law. If it is finally adjudicated by a court of last resort that the amount of such Extension of Credit charges exceeds the permitted limit, then: (a) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower; and (b) any sums yet to be collected from Borrower which exceed the permitted limit are hereby waived by Lender. Lender will make any refund required by this section by either making a payment to Borrower or by crediting the refund amount to the

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balance due on the Extension of Credit. Borrower acknowledges that there may be a bona fide dispute with regard to whether such Extension of Credit charges exceed in the aggregate a permitted limit and agrees that Lender will not have received adequate notice that such Extension of Credit charges exceed the permitted limit, and will have no obligation to refund any excess, unless and until that fact has been finally adjudicated by a court of last resort. **The Lender's payment or credit of any such refund will extinguish any right of action or defense to foreclosure Borrower might have arising out of such overcharge.**

This Section 13 will supersede any inconsistent provision of the Note or this Security Instrument.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copies. At the time the Extension of Credit is made, Borrower shall receive a copy of the final loan application and all executed documents signed by Borrower at closing related to the Extension of Credit.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check,

Initials: OP whp _____

provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed to limit Lender's right or time period to correct any failure to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution to the fullest extent allowed by Applicable Law. As a precondition to taking any action premised on a failure of Lender to comply with its obligations under the Extension of Credit, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender at least 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, Lender shall forfeit all principal and interest of the Extension of Credit only if: (a) Lender receives said notice, the failure to comply may be corrected by one of the methods set forth in Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, and Lender fails to correct the failure to comply within sixty (60) days after it receives said notice; (b) the Extension of Credit is made by a person other than a person described under Section 50(a)(6)(P), Article XVI of the Texas Constitution; or (c) each owner of the Property and each owner's spouse has not consented to the lien established by this Security Instrument and each owner and each owner's spouse who did not initially consent does not subsequently consent. Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution, including in reasonable efforts to obtain the subsequent consent of any owner or owner's spouse who does not initially consent to the lien established by this Security Instrument.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice or written acknowledgment from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to Applicable Law and, specifically, to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law or does not comply with Section 50(a)(6), Article XVI of the Texas

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Constitution, then any such promise, payment, obligation or provision is hereby reduced to the limit of such validity, eliminated as a requirement if necessary for compliance with such law, or reformed if necessary to comply with such law without the necessity of the execution of any amendment or the delivery of any other document by Borrower or Lender.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be public occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or

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more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.**

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment, and regardless of whether the lien established by this Security Instrument is held to be invalid. Borrower agrees that any statute of limitations related to a cause of action or right to foreclose based on such subrogated rights, superior title, liens, and equities are hereby tolled to the extent necessary until, at the earliest, a final adjudication by a court of last resort that the lien established by this Security Instrument is invalid. Borrower further agrees that Lender shall have the same rights and powers provided in Sections 21 and 22 of this Security Instrument in connection with any such subrogated rights, superior title, liens, and equities as Lender has in connection with the lien established by this Security Instrument.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. The owner of the Property shall not be required to apply the proceeds of the Extension of Credit to repay another debt, unless such debt, if any, is a debt secured by the Property or a debt to another lender. If proceeds of the Extension of Credit are being applied to a debt due to Lender and not secured by the Property, it is being done voluntarily by the owner of the Property and at the owner's request. Lender would make the Extension of Credit regardless of whether any proceeds are being applied to a debt due to Lender and not secured by the Property.

26. No Assignment of Wages. The owner of the Property is not assigning wages, and shall not be required to assign wages, as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made. The fair market value stated in the written acknowledgment is correct and is the value estimate in an appraisal or evaluation of the Property that was prepared in accordance with a state or federal requirement applicable to an extension of credit under Section 50(a)(6), Article XVI, Texas

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Constitution. The principal amount of the Extension of Credit, when added to the aggregate total of the outstanding principal balances of all other indebtedness secured by valid encumbrances of record against the Property, does not exceed eighty percent (80%) of the value stated in the executed acknowledgment. Borrower understands and agrees that Lender and its successors and assigns are relying upon Borrower's representations regarding the fair market value of the Property as additional consideration for making or purchasing the Extension of Credit, and that such representations are material. Borrower represents, warrants, and agrees that such representations are being made on all information known to Borrower and Lender at this time, and that Borrower may not later assert a different fair market value of the Property, even if such assertion is based on information discovered by Borrower after the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit; and/or (d) allow the Extension of Credit to be accelerated because of a decrease in the market value of the Property or because of a default under other indebtedness not secured by a prior valid encumbrance against the Property. This waiver includes, but is not limited to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

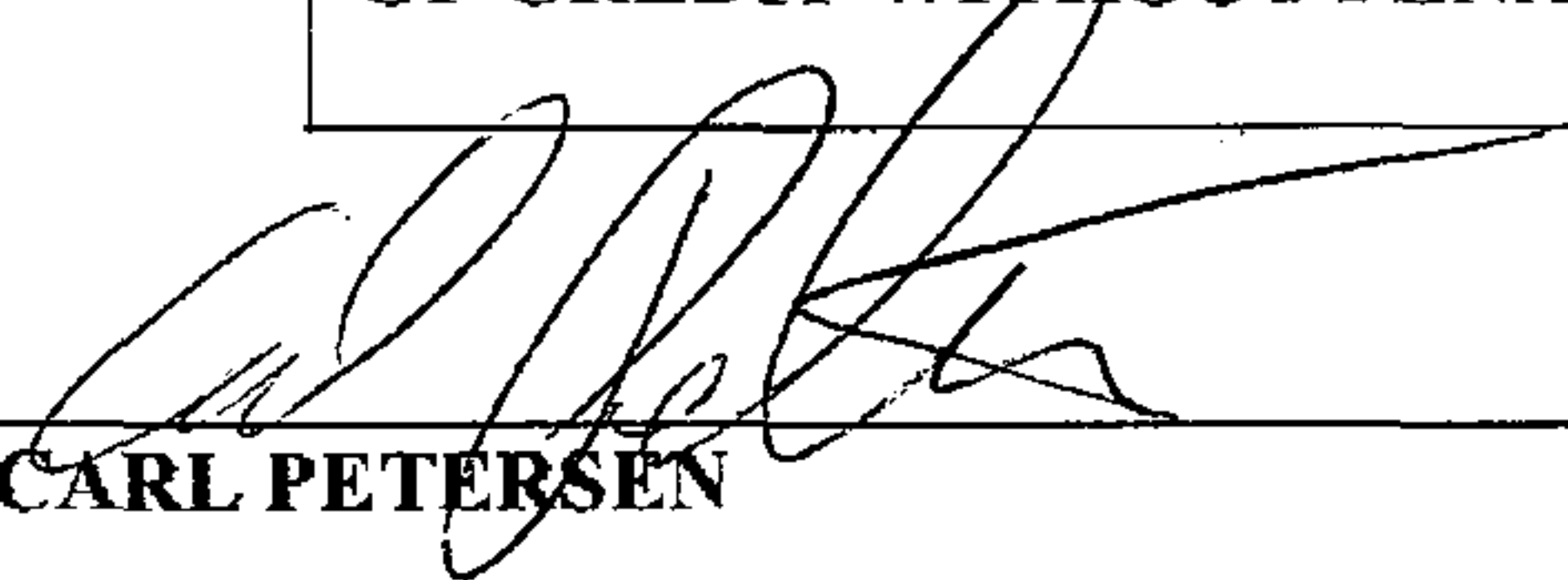
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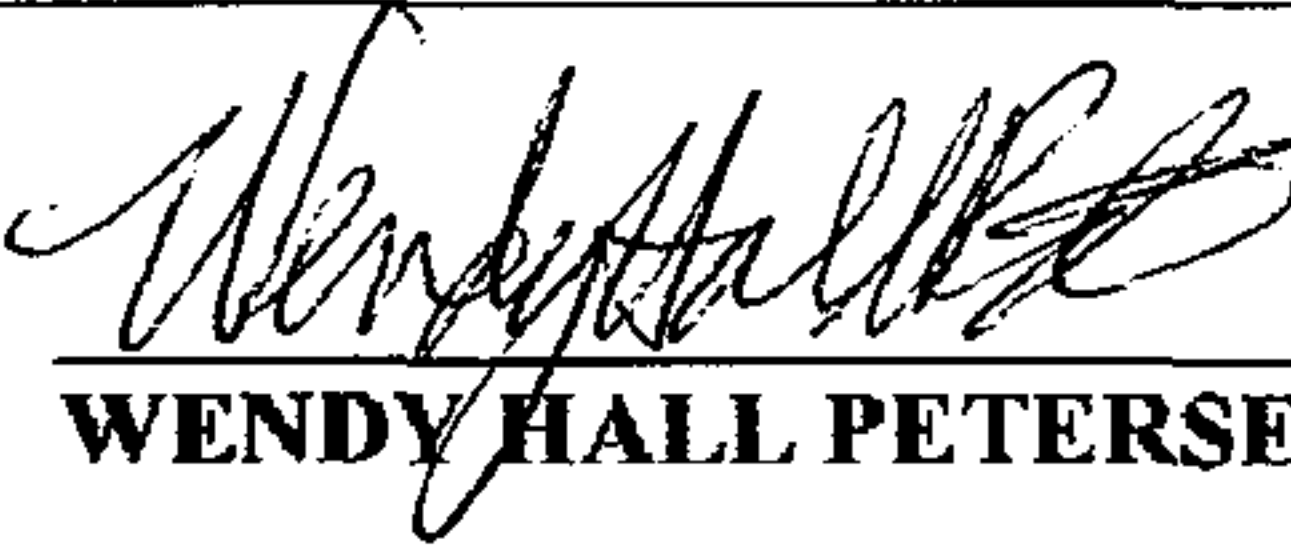
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.



CARL PETERSEN -Borrower



WENDY HALL PETERSEN -Borrower

-Borrower

-Borrower

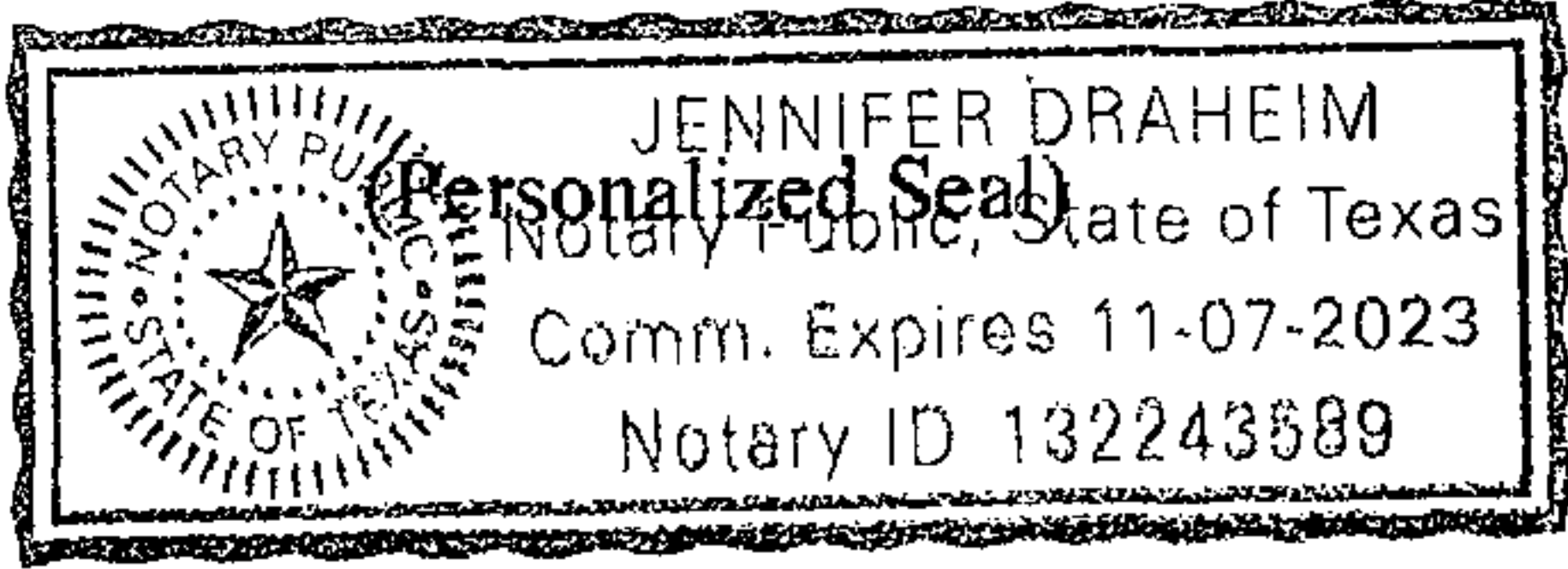
-Borrower

-Borrower

[Space Below This Line for Acknowledgment]

State of Texas
County of ~~COLLIN~~ Rockwall § § *Q*

This instrument was acknowledged before me on Nov 18, 2020 (date) by **CARL PETERSEN and WENDY HALL PETERSEN** (name or names of person or persons acknowledging).



Jennifer Draheim

Signature of Officer
E.O

Title of Officer
11-7-2023

My Commission Expires

Loan Originator Organization: AMCAP MORTGAGE, LTD.; NMLSR ID: 129122
Loan Originator Organization: ANGEL OAK MORTGAGE SOLUTIONS, LLC; NMLSR ID: 1160240
Individual Loan Originator: ANDREA SMITH; NMLSR ID: 207168

TEXAS HOME EQUITY PLANNED UNIT DEVELOPMENT RIDER

Loan Number: 802009148953

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18TH day of NOVEMBER, 2020, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ANGEL OAK MORTGAGE SOLUTIONS, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

108 RELIANCE COURT, ROCKWALL, TX 75032

[Property Address]

The property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions, and restrictions filed in the Real Property records of the county in which the property is located (the "Declaration"). The property is a part of a planned unit development described in the Declaration (the "PUD"). The property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest. Insofar as permitted by Section 50(a)(6)(H), Article XVI of the Texas Constitution, "homestead" shall include the elements of the property described by this Rider.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the property, or to common areas and facilities of the PUD, any proceeds payable to Borrower shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or


(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]



CARL PETERSEN (Seal)
- Borrower



WENDY HALL PETERSEN (Seal)
- Borrower

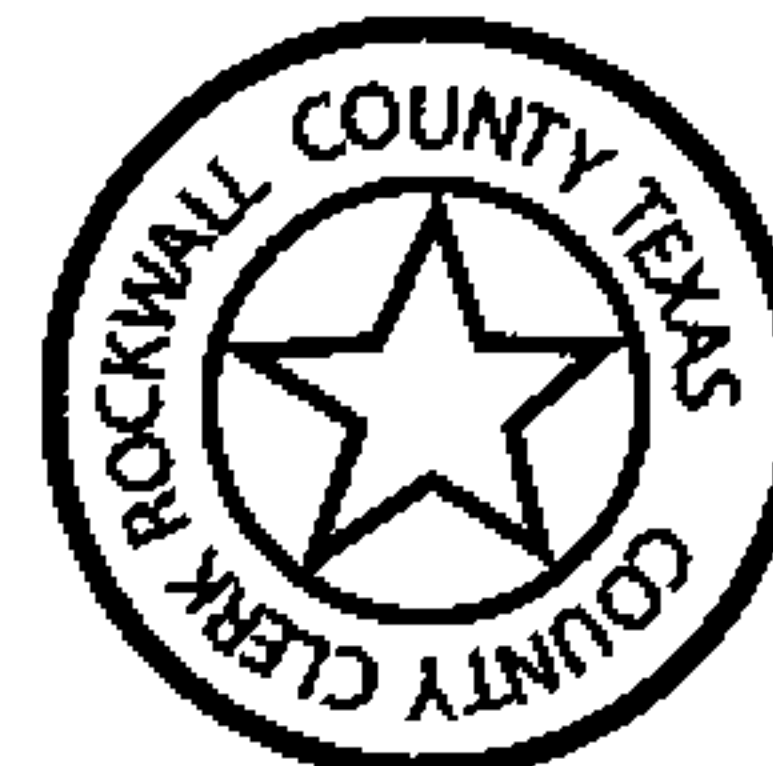
(Seal)
- Borrower


(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
11/25/2020 10:57:26 AM
Fee: \$86.00
2020000028897





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 PLANNED DEVELOPMENT DISTRICT 8 (PD-8) [ORDINANCE NO. 23-40] AND 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 0.6391-ACRE PARCEL OF LAND IDENTIFIED AS LOT 25-R, BLOCK A, CHANDLER'S LANDING #20 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED 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 Carl and Wendy Petersen for the approval of a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental* on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance 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 Planned Development District 8 (PD-8) [Ordinance No. 23-40] and 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 Planned Development District 8 (PD-8) [Ordinance No. 23-40] and 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 Planned Development District 8 (PD-8) [Ordinance No. 23-40] and Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 03.01, *General Residential*

Standards, 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 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) Any 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 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 4TH DAY OF NOVEMBER, 2024.**

Trace Johannesen, *Mayor*

ATTEST:

Kristy Teague, *City Secretary*

APPROVED AS TO FORM:

Frank J. Garza, *City Attorney*

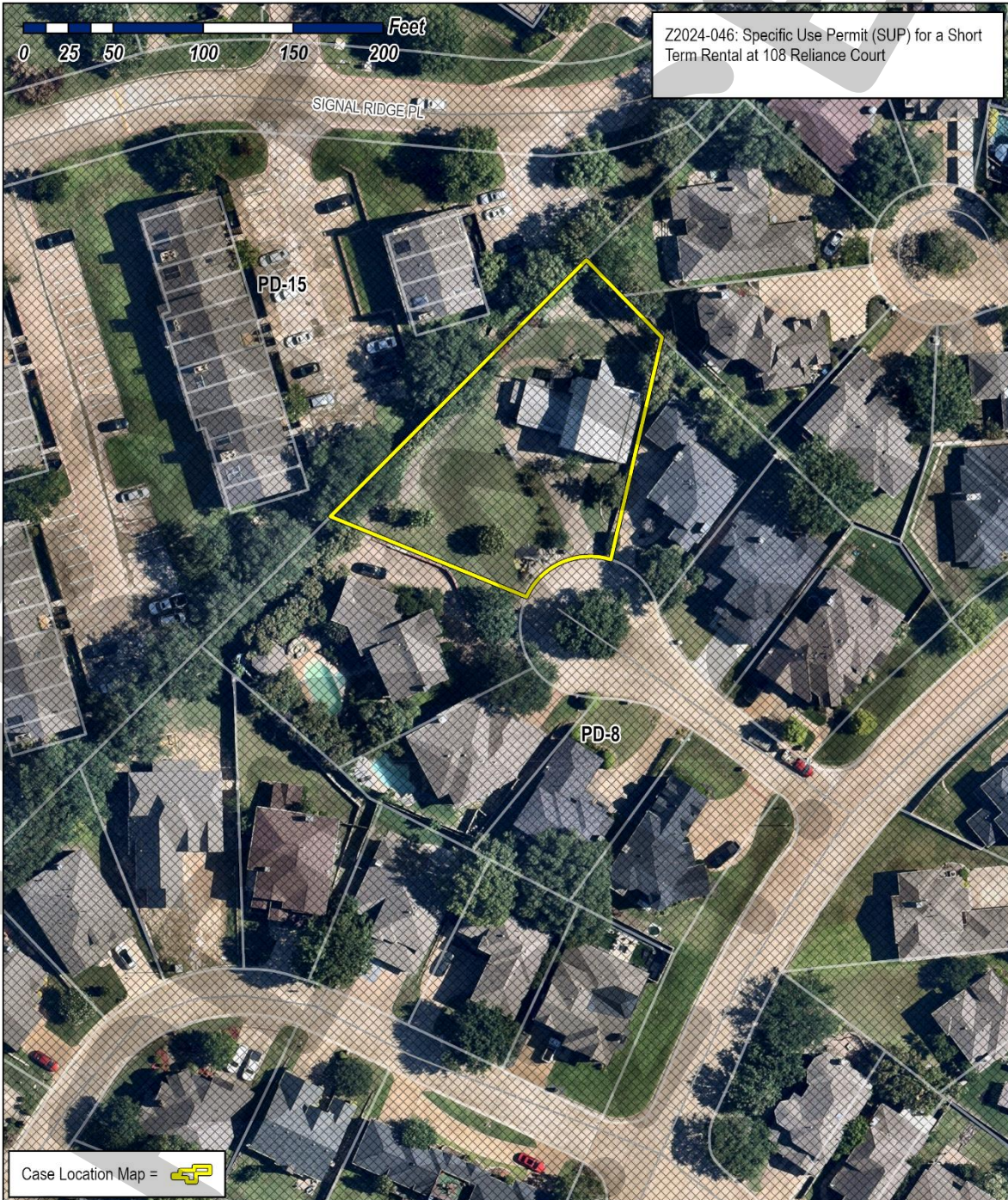
1st Reading: October 21, 2024

2nd Reading: November 4, 2024

Exhibit 'A'
Zoning Exhibit

Address: 108 Reliance Court

Legal Description: Lot 25-R, Block A, Chandler's Landing #20 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]

- wp 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.
- wp 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.
- wp 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.
- wp 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*.
- wp 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	108 Reliance Court, Rockwall, TX 75032	Zoning	Chandlers Landing Phase 20
Subdivision	Chandlers Landing	Lot	25-R Block A
General Location	just inside the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court		

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	Wendy Petersen	Phone	214-675-4142
Mailing Address	2880 Chippewa Way	City	Provo State UT Zip Code 84604-4349
Email	wendyhp55@gmail.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	Michael Lund	Phone	469-264-9632
Mailing Address	5425 Ranger Drive	City	Rockwall State TX Zip Code 75032
Email	lund.michael.james@gmail.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 7th DAY OF August, 2024
 RESPONSIBLE PARTY'S SIGNATURE Michael Lund
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Joseph W. Roberts County of Dallas MY COMMISSION EXPIRES 05/28/2025

Electronically signed and notarized online using the Proof platform.

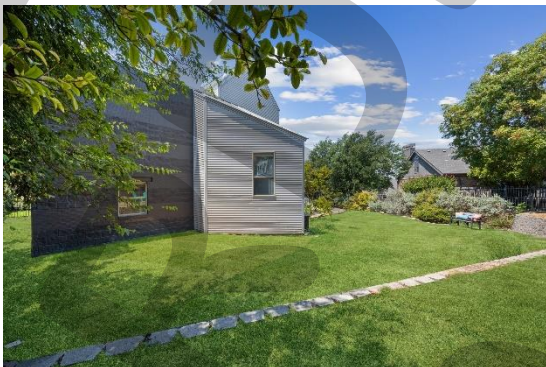
PROPERTY OWNER'S CERTIFICATION

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 7th DAY OF August, 2024
 PROPERTY OWNER'S SIGNATURE Wendy Hall Petersen
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Jasmine Fontenot County of Galveston MY COMMISSION EXPIRES October 10, 2027

SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • (972) 771-1709

Exhibit 'C':
Short-Term Rental Photographs



CITY OF ROCKWALL

ORDINANCE NO. 24-47

SPECIFIC USE PERMIT NO. S-347

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, AMENDING PLANNED DEVELOPMENT DISTRICT 8 (PD-8) [*ORDINANCE NO. 23-40*] AND 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 0.6391-ACRE PARCEL OF LAND IDENTIFIED AS LOT 25-R, BLOCK A, CHANDLER'S LANDING #20 ADDITION, CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS; AND MORE SPECIFICALLY DESCRIBED AND DEPICTED 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 Carl and Wendy Petersen for the approval of a *Specific Use Permit (SUP)* for a *Non-Owner-Occupied Short-Term Rental* on a 0.6391-acre parcel of land identified as Lot 25-R, Block A, Chandler's Landing #20 Addition, City of Rockwall, Rockwall County, Texas, zoned Planned Development District 8 (PD-8), addressed as 108 Reliance 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and 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 Planned Development District 8 (PD-8) [*Ordinance No. 23-40*] and Subsection 02.03, *Conditional Land Use Standards*, of Article 04, *Permissible Uses*, and Subsection 03.01, *General Residential*

Standards, 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 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) Any 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.

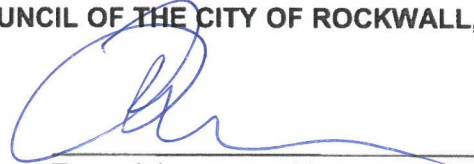
SECTION 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *TWO THOUSAND DOLLARS (\$2,000.00)* for each offence and each and every day such offense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

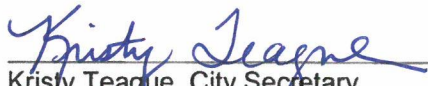
SECTION 7. That this ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS,
THIS THE 4TH DAY OF NOVEMBER, 2024.**



Trace Johannesen, Mayor

ATTEST:



Kristy Teague, City Secretary

APPROVED AS TO FORM:



Frank J. Garza, City Attorney



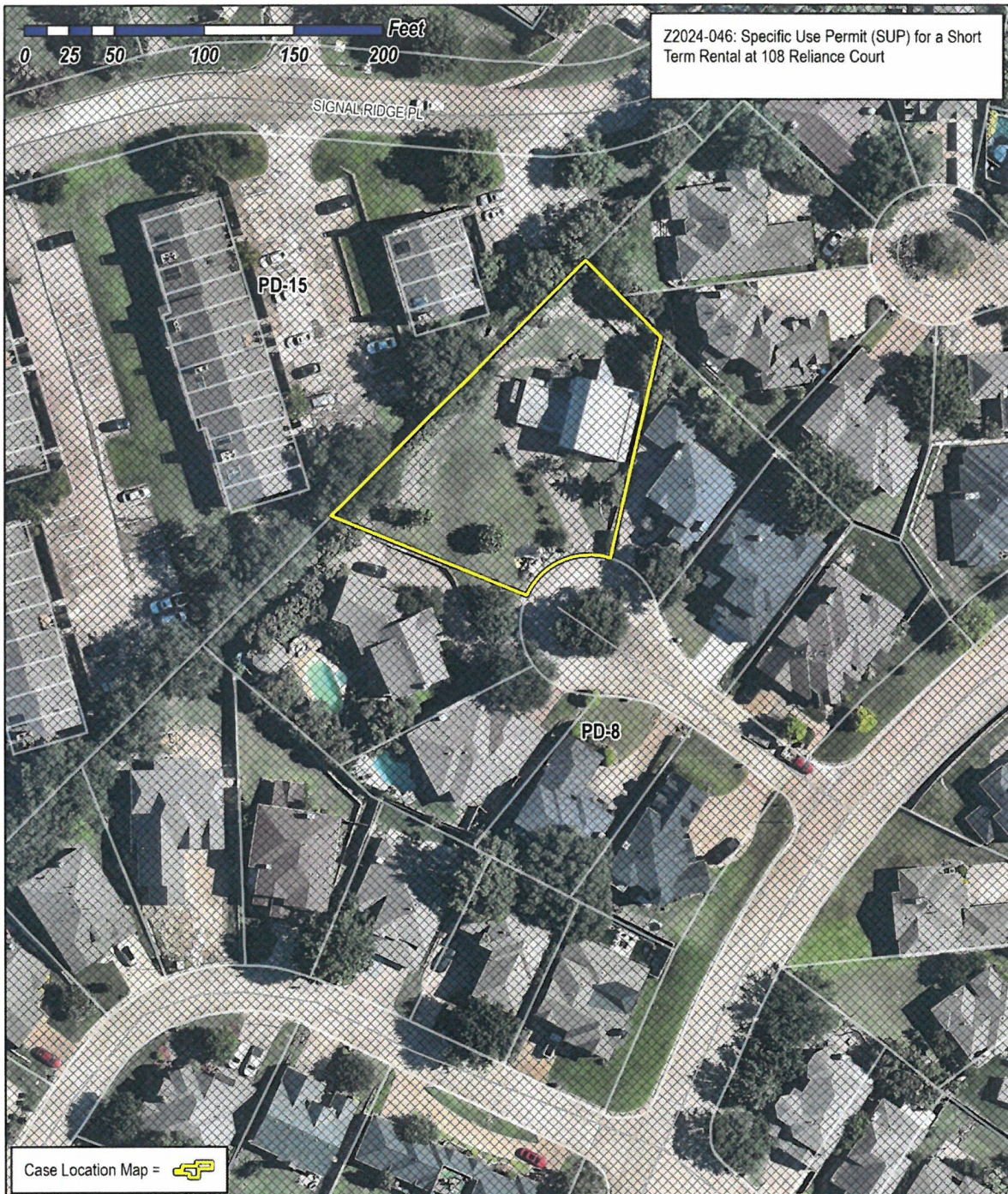
1st Reading: October 21, 2024

2nd Reading: November 4, 2024

Exhibit 'A'
Zoning Exhibit

Address: 108 Reliance Court

Legal Description: Lot 25-R, Block A, Chandler's Landing #20 Addition



City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087
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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]

- wp 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.
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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	108 Reliance Court, Rockwall, TX 75032	Zoning	Chandlers Landing Phase 20		
Subdivision	Chandlers Landing	Lot	25-R	Block	A
General Location	just inside the Chandlers main entrance, turn right OR left and go exactly 1 mile to Reliance Court				

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.
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- 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	Wendy Petersen	Phone	214-675-4142				
Mailing Address	2880 Chippewa Way	City	Provo	State	UT	Zip Code	84604-4349
Email	wendyhp55@gmail.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	Michael Lund	Phone	469-264-9632				
Mailing Address	5425 Ranger Drive	City	Rockwall	State	TX	Zip Code	75032
Email	lund.michael.james@gmail.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.
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- DRIVER LICENSE** A copy of the driver license for the property owner and responsible party.

GENERAL STANDARDS CHECKLIST

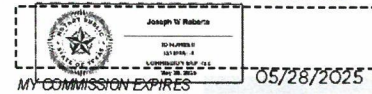
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- PARKING** The parking on the subject property currently conforms to the requirements of *Table 5: Parking Requirement Schedule of Article 06, Parking and Loading*, of the Unified Development Code (UDC). In addition, I understand that all parking 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. 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 attestations will lead to the revocation of this *Short-Term Rental Permit*.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 7th DAY OF August, 2024
 RESPONSIBLE PARTY'S SIGNATURE Michael Lurd
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____ County of Dallas

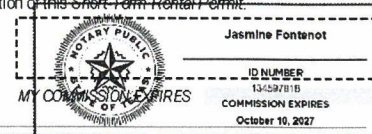


Electronically signed and notarized online using the Proof platform.

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 attestations will lead to the revocation of this *Short-Term Rental Permit*.

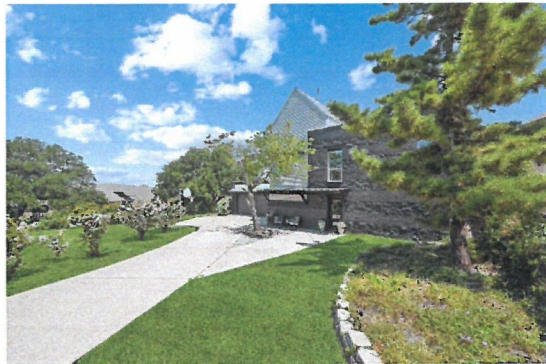
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 7th DAY OF August, 2024
 PROPERTY OWNER'S SIGNATURE Wendy Hall Peterson
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____ County of Galveston



Electronically signed and notarized online using the Proof platform.

SHORT-TERM RENTAL APPLICATION AND REGISTRATION • CITY OF ROCKWALL • 385 SOUTH GOLIAD STREET • ROCKWALL, TX 75087 • (972) 771-7100

Exhibit 'C':
Short-Term Rental Photographs





DATE: November 8, 2024

TO: Wendy Peterson
2880 Chippewa Way
Provo, UT, 84604

FROM: Henry Lee, AICP
City of Rockwall Planning and Zoning Department
385 S. Goliad Street
Rockwall, TX 75087

SUBJECT: Z2024-046; *Specific Use Permit (SUP) For Short Term Rental at 108 Reliance Court*

Wendy Peterson:

This letter serves to notify you that the above referenced zoning case that you submitted for consideration by the City of Rockwall was approved by the City Council on November 4, 2024. The following is a record of all recommendations, voting records and conditions of approval:

Staff Recommendations

- (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:
 - (a) The *Subject Property* shall conform to the information provided within the Short-Term Rental Permit Application depicted in *Exhibits 'B'* of this ordinance; and,
 - (b) All unpermitted improvements on the *Subject Property* must be permitted or removed before the issuance of a *Short-Term Rental Permit*; and,
 - (c) 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 October 15, 2024, the Planning and Zoning Commission approved a motion to recommend approval of the SUP by a vote of 6-0, with Commissioner Odom absent.

City Council

On October 21, 2024, the City Council approved a motion to approve the SUP by a vote of 3-1, with Council Member Lewis dissenting and Council Members Johannesen, Jorif, and Moeller absent.

On November 4, 2024, the City Council approved a motion to approve the Specific Use Permit by a vote of 7-0.

Included with this letter is a copy of *Ordinance No. 24-47, S-347*, which is the regulating ordinance adopted with the City Council's approval of this case. Should you have any questions or concerns regarding your zoning case, please feel free to contact me a (972) 772-6434.

Sincerely,



Henry Lee, AICP, *Planning Technician*
City of Rockwall Planning and Zoning Department