



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 610 Christan Ct. Rockwall, TX 75087

SUBDIVISION North Shore PH 2B

LOT

2

BLOCK

1

GENERAL LOCATION Off Route 66

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING SF-10

CURRENT USE A1 (Long term rental)

PROPOSED ZONING SF-10

PROPOSED USE Short term rental

ACREAGE .25

LOTS [CURRENT] 2

LOTS [PROPOSED] 2

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

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

OWNER Brookhaven Media

APPLICANT

CONTACT PERSON Scott Popescu

CONTACT PERSON

ADDRESS 4153 Panther Ridge Ln

ADDRESS

CITY, STATE & ZIP Plano, Texas 75074

CITY, STATE & ZIP

PHONE 469-993-8222

PHONE

E-MAIL scott@brookhavenmedia.com

E-MAIL

NOTARY VERIFICATION [REQUIRED]

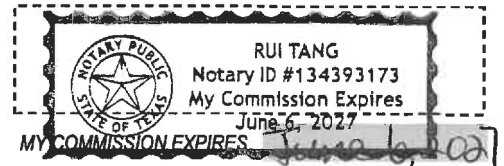
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Scott J. Popescu [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

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

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


OWNER'S SIGNATURE

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS





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

Case Location Map = 



City of Rockwall

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

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

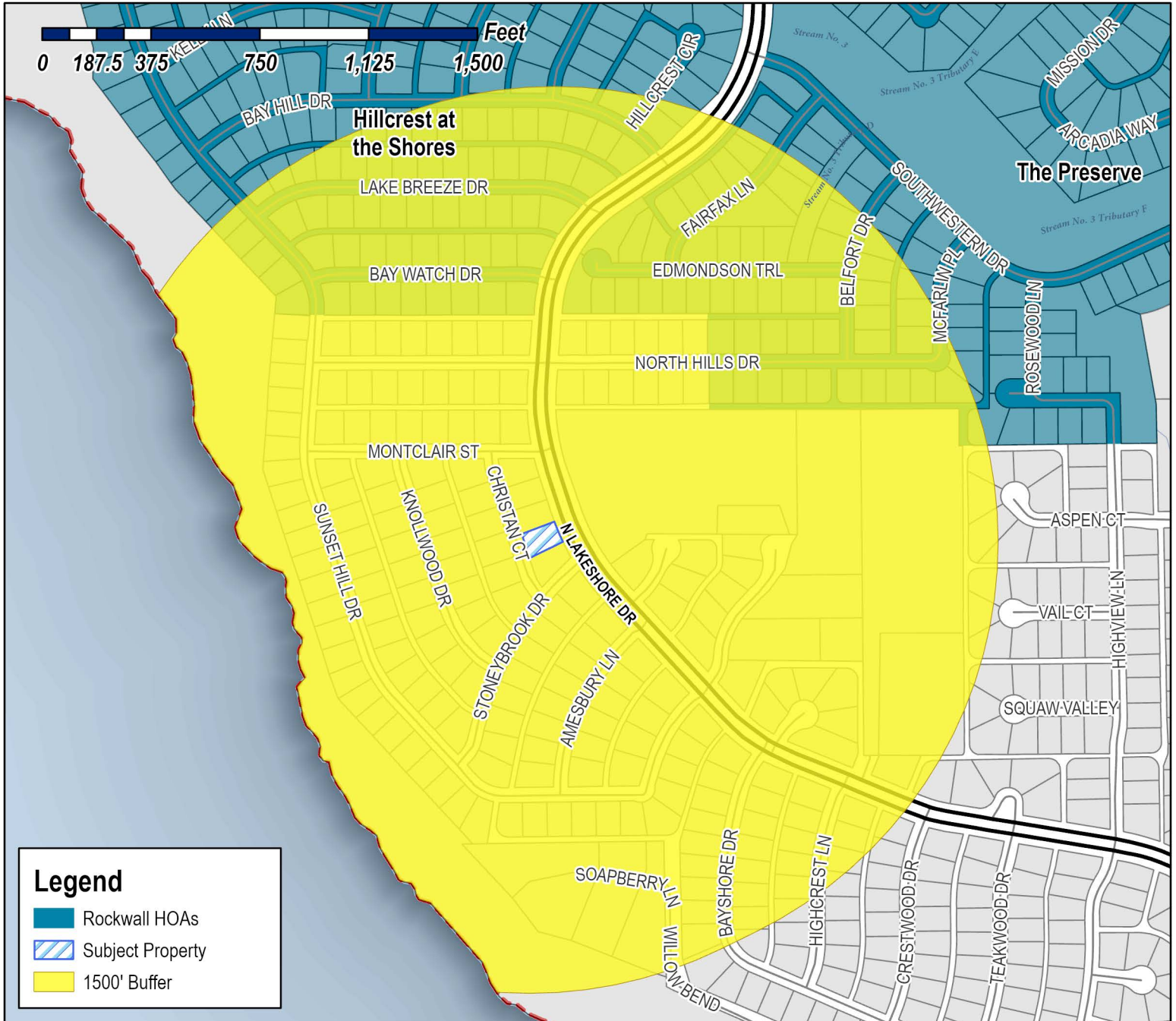




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Case Number: Z2024-024
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Single-Family 10 (SF-10) District
Case Address: 610 Christian Court



Date Saved: 8/16/2024

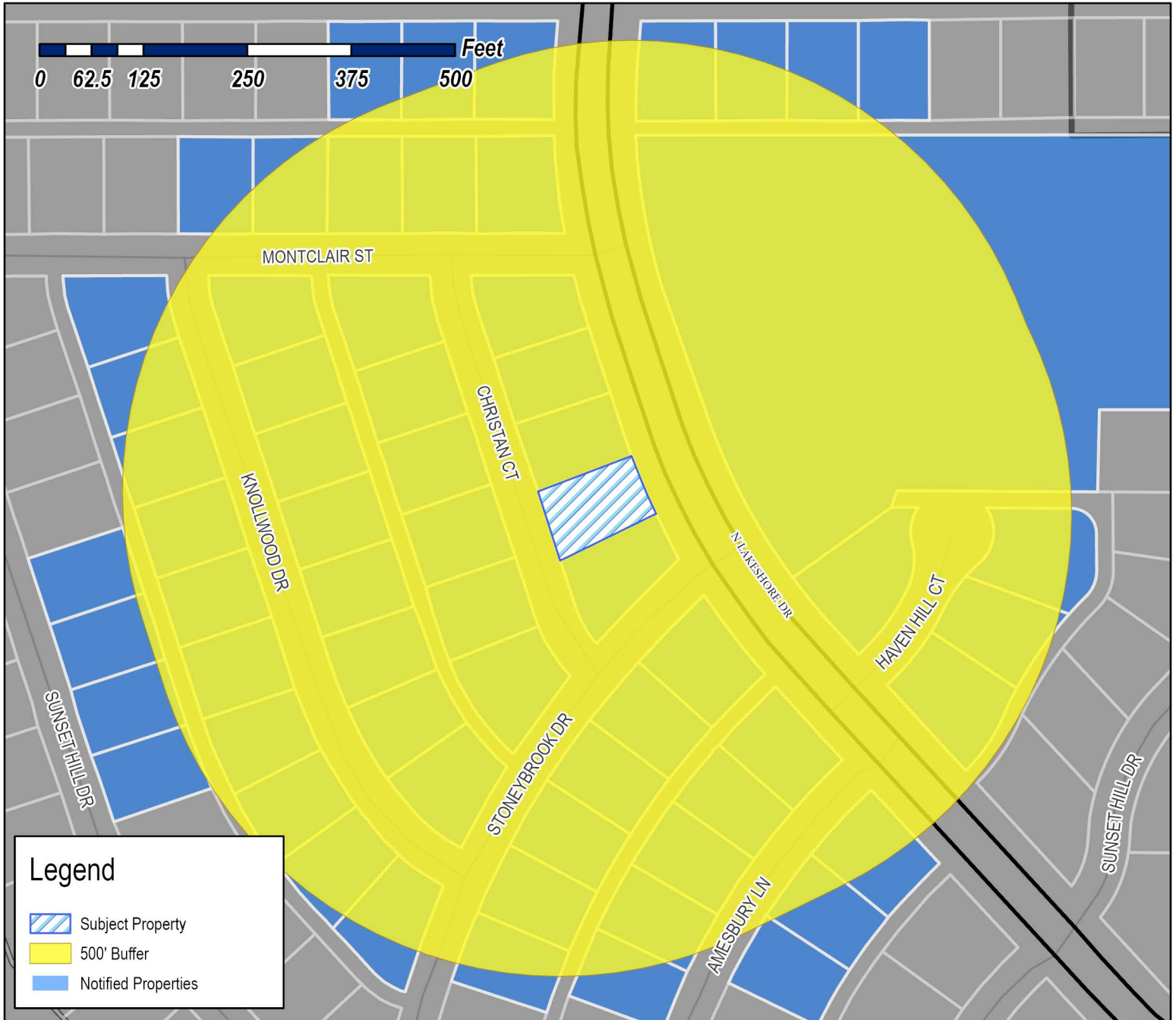
For Questions on this Case Call (972) 771-7745



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385 S. Goliad Street
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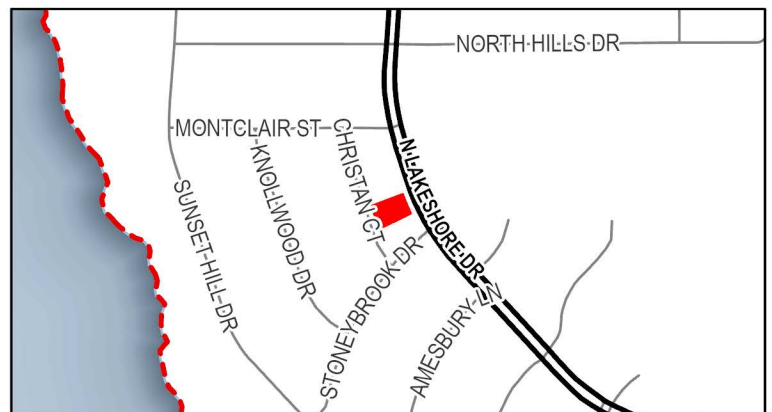
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Case Number: Z2024-039
Case Name: SUP for a Short Term Rental
Case Type: Zoning
Zoning: Single-Family 10 (SF-10) District
Case Address: 610 Christan Court

Date Saved: 8/16/2024

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



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

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

FRAGA JAVIER SANTOS
1593 NORTH HILLS DR
ROCKWALL, TX 75087

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

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

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

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

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

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

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

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

HERNANDEZ SAMUEL
1601 STONEYBROOK DRIVE
ROCKWALL, TX 75087

ORTIZ ADELLA J
1602 AMESBURY LN
ROCKWALL, TX 75087

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

CONFIDENTIAL
1603 NORTH HILLS DRIVE
ROCKWALL, TX 75087

SAENZ DIANA GONZALEZ
1603 STONEYBROOK DR
ROCKWALL, TX 75087

HAMMILL JOHN AND LISA
1604 AMESBURY LANE
ROCKWALL, TX 75087

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

SULLIVAN JESSICA AND KEVIN
1605 AMESBURY LN
ROCKWALL, TX 75087

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

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

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

JISTEL MICHAEL & SABRA
1606 MONTCLAIR DR
ROCKWALL, TX 75087

BOUK JOSHUA
1607 AMESBURY LN
ROCKWALL, TX 75087

SHIELDS CHARLENE
1607 STONEYBROOK DRIVE
ROCKWALL, TX 75087

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

BOULLION PAMELA S TOPPER
1608 MONTCLAIR DR
ROCKWALL, TX 75087

ADAMS BRAD AND KASHA
1609 AMESBURY
ROCKWALL, TX 75087

CASE DAVID L ETUX
1609 STONEYBROOK DR
ROCKWALL, TX 75087

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

TOCHKOV KIRIL AND KARIN
1610 MONTCLAIR DR
ROCKWALL, TX 75087

SARVER WANDA & DONALD
1611 STONEYBROOK DR
ROCKWALL, TX 75087

RESIDENT
1616 NORTH LAKESHORE DR
ROCKWALL, TX 75087

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

BROOKHAVEN MEDIA, LLC
5909 HUDSON ST
DALLAS, TX 75206

PUSKARICH THOMAS & EMILY
607 CHRISTAN CT
ROCKWALL, TX 75087

GLADNEY CATHERINE DIANE SELBY
607 KNOLLWOOD DR
ROCKWALL, TX 75087

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

GALLOWAY PRESTON AND BRITTANY
609 CHRISTAN COURT
ROCKWALL, TX 75087

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

RESIDENT
610 CHRISTAN CT
ROCKWALL, TX 75087

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

HAWKINS KRISTINA
611 CHRISTAN CT
ROCKWALL, TX 75087

GOLDIN MICHAEL & CAROL
611 KNOLLWOOD DR
ROCKWALL, TX 75087

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

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

KIDDER CHRISTINA SHEA
613 CHRISTAN CT
ROCKWALL, TX 75087

SMITH BARRY & HEIDI
613 KNOLLWOOD DR
ROCKWALL, TX 75087

RESIDENT
614 KNOLLWOOD DR
ROCKWALL, TX 75087

CARTER KAREN
614 CHRISTAN COURT
ROCKWALL, TX 75087

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

COX MATTHEW AND HAYLEY
615 KNOLLWOOD DRIVE
ROCKWALL, TX 75087

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

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

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

SAENZ ORLANDO
617 KNOLLWOOD DR
ROCKWALL, TX 75087

HAMMONDS MARK & STEPHANIE
618 KNOLLWOOD DR
ROCKWALL, TX 75087

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

WILLIAMS ELESTER & HATTIE
619 KNOLLWOOD DR
ROCKWALL, TX 75087

RESIDENT
620 SUNSET HILL DR
ROCKWALL, TX 75087

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

HOSACK ALLEN JAMES ETUX
621 KNOLLWOOD DR
ROCKWALL, TX 75087

UPTHEGROVE JOSHUA R
622 KNOLLWOOD DR
ROCKWALL, TX 75087

CARABALLO NATALIA TEMBONI
622 SUNSET HILL DRIVE
ROCKWALL, TX 75087

RESIDENT
623 KNOLLWOOD DR
ROCKWALL, TX 75087

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

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

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

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



SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

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

STAFF USE ONLY

RECEIVED BY:

DATE RECEIVED:

STR PERMIT NO.

ACKNOWLEDGEMENTS BY PROPERTY OWNER [PLEASE INITIAL BY EACH STATEMENT]

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

REGISTRATION TYPE

New Registration | Renewal of an Existing Registration

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

PROPERTY INFORMATION [PLEASE PRINT]

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

TYPE OF SHORT-TERM RENTAL

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

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

PROPERTY OWNER INFORMATION [PLEASE PRINT]

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

RESPONSIBLE PARTY [PLEASE PRINT]

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

Same as Property Owner

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



SHORT-TERM RENTAL PERMIT APPLICATION AND REGISTRATION

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

REQUIREMENTS CHECKLIST

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

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

GENERAL STANDARDS CHECKLIST

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

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

RESPONSIBLE PARTY'S CERTIFICATION

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

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

RESPONSIBLE PARTY'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES

PROPERTY OWNER'S CERTIFICATION

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

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

PROPERTY OWNER'S SIGNATURE Scott Popescu

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES















A Policy From
FOREMOST LLOYDS OF TEXAS

N RB 721530
381-5012368551

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

42

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

THIS IS NOT A BILL

COPY

Dear LLC. BROOKHAVEN MEDIA:

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

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

Sincerely,

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

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

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

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

381 - 5012368551 - 02

Form 737818 07/13

COPY

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

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

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

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

© 2020 National Association of Insurance Commissioners

COPY

COPY

Important Notice About Your Deductible(s)

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

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

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

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

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

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

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

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

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

Important Notice Regarding Flood Coverage

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

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

741865 07/19

COPY



FARMERS
INSURANCE

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

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

POLICY NUMBER: 381-5012368551-02

RENEWAL OF: 381-5012368551-01

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

YOU AS NAMED INSURED/MAILING ADDRESS

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

AGENT'S NAME, ADDRESS, AND PHONE NUMBER

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

AGENCY CODE:
890038695

TELEPHONE:
(817) 567-8025

LOCATION # 1

IMPORTANT RATING INFORMATION

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

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

MORTGAGEE #1

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

COVERAGES

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

PERILS INSURED AGAINST

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

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

ENDORSEMENT NUMBER AND TITLE ATTACHED TO POLICY

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

DEDUCTIBLES (SECTION I ONLY)

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

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1

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

TOTAL ANNUAL POLICY PREMIUM	\$ 5,150.00
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OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY

Processed: April 2, 2024

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COPY

Important Notice About Your Deductible

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

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

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

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

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

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

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

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

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

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

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

AMENDATORY ENDORSEMENT WITH FIFTEEN YEAR OLD OR OLDER ROOF COVERING LIMIT

(For use with Texas Dwelling Policy Form 3)

11309 08/23

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

DEFINITIONS

The following definitions are added:

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

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

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

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

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

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

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

GENERAL EXCLUSIONS

Exclusion m. is changed to read:

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

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

The following exclusions are added:

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

DEDUCTIBLE is changed to read:

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

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

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

CONDITIONS

6. Loss Settlement is changed to read:

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

Dwelling Total Loss Payment Method

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

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

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

All Other Loss Payment Method

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Appraisal.**

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

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

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

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

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

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

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

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

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

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

shall not be qualified to serve as an appraiser.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Vacancy is changed to read:

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

22. Refusal to Renew. is changed to read:

22. Refusal to Renew.

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

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

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

The following condition is added:

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

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

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

Service of Process

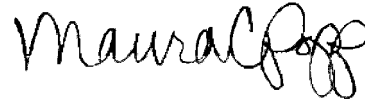
The address under Service of Process is changed to 15700 Long Vista Drive, Austin, Texas 78728.

The following provision is changed to read:

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



Michael J. Cok
President



Maura C. Popp
Secretary

COPY

Privacy Policy

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

Information We Collect

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

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

Purposes for Collection of Personal Information

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

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

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

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

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

How Long Do You Retain My Information

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

How We Protect Your Information

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

Information We Disclose

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

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

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

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

Sharing Information with Affiliates

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

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

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

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

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

Modifications to our Privacy Policy

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

Website and Mobile Privacy Policy

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

Recipients of this Notice

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

Affiliates

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

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

More Information about the Federal Laws?

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

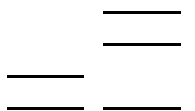
Any Questions?

Please visit our website at www.foremost.com.

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

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

COPY



A - 2 Car Garage

B - 5 car driveway

C - 2 car paver parking

610

A

B

C

N Lakeshore Dr

Christman Ct

Christman Ct

608