

- I. Short Term Rental Special Use Permit for 704 E Sul Ross. Owner of record is Adam Rothery & Linda Piedad.

TRANSIENT/SHORT-TERM RENTAL INSPECTION CHECKLIST

CITY OF ALPINE

Initial Inspection: At the time of initial application the short-term rental shall be inspected by the Building Official or designee. The purpose of this inspection is to assure conformance of the dwelling unit with the International Residential Code, International Fire Code, Property Management Code and City of Alpine Short-Term Rental ordinance, related to potential safety issues and to establish maximum occupancy, including but not limited to an approved means of egress from every bedroom. A follow up inspection is included in the initial fee. Any further inspections will cost \$ 35.00 each. An inspection won't occur until all required application documents have been received by the city.

Property Address 704 E Suhrss Property Owner _____ Phone _____

Local Representative April McNally Phone 432-386-8296

Parking Diagram approved Yes / No

Number of occupants approved Yes / No

General Requirements:

- ☒ House numbers installed and clearly visible from street.
- ☒ Smoke alarms installed in all sleeping rooms.
- ☒ Carbon Monoxide detectors as required by fire code
- ☒ Fire Extinguisher or Sprinkler System

Sanitation:

- ☒ All plumbing fixtures connected to sanitary sewer with approved P-traps.
- ☒ All plumbing fixtures connected to approved water supply Hot and cold water.
- ☒ No signs of mold or mildew on wall surfaces.
- ☒ No signs of infestation from rodents or insects.
- ☒ All sanitary facilities installed and maintained in safe and Sanitary condition.

Safety:

- ☒ Basement and all sleeping rooms are provided with windows Designed to meet egress standards or exterior doors
- ☒ All stairs, decks, and balconies over 30 inches in height are Provided with approved guardrails.
- ☒ Requirements of the IBC and IRC are met for dwelling units.
- ☒ Dwelling has no broken windows or doors
- ☒ No broken, rotted, split, buckled or exterior wall or roof Coverings that affect the protection of the structural elements Behind them.

Mechanical:

- ☒ Every habitable room contains at least two electrical outlets and light Fixtures.
- ☒ All electrical equipment, wiring, and appliances have been installed and are in a safe manner

- ☒ Dwelling is equipped with heating facilities in operating condition.
- ☒ All solid fuel burning appliances are installed per applicable codes maintained in safe working condition.
- ☒ Dwelling has proper ventilation in all rooms and areas where fuel All fuel burning appliances are installed.

Structural:

- ☒ Dwelling has no sags, splits or buckling of ceilings, roofs, ceiling or roof supports or other horizontal members due to defective material or deterioration.
- ☒ No split, lean, list, or buckle of dwelling walls, partitions or other Vertical supports due to defective material or deterioration.
- ☒ No evidence of decay or damage to exterior stairs or decks.

Any of the above items which have been checked must be corrected and re-inspected prior to the issuance of a transient/short-term rental permit.

To request an inspection please call 432.837.3281 Building Services.

Inspected by: DAVID HALL TCFP Approved ☒ Date: 4.15.2021

Requires re-inspection _____ Approved _____ Date: _____



April 13, 2021

City of Alpine
100 N. 13th St., Alpine, TX 79830

Dear Geo Calderon and the Alpine City Council,


We are proposing that we use El Nopal Casita, located at 704 E Sul Ross Street in Alpine, Texas as a short-rental property. The home has been acting in this capacity since June of 2020. No harm will be caused to the value of the property or to other homes in the neighborhood due to the use as a short-term rental.

Visitors to El Nopal frequently comment on the location and enjoy the proximity to Sul Ross State University, the Museum of the Big Bend, Hancock Hill and the main downtown area.

El Nopal Casita is managed by Bienvenido Big Bend and has been since it's opening of a short-term rental in 2020. I am dedicated to representing this property, as well as, the City of Alpine as a positive and welcoming vacation destination to visitors while striving to reduce any inconvenience to residential neighbors.

Sincerely,

April McAnally
Owner
Bienvenido Big Bend

432-386-8296 

bienvenidobigbend@gmail.com 

Bienvenidobigbend.com 

117 N 6th St. Alpine, Texas 79830 

For Building Services Use Only

Date Submitted: _____ Receipt No: _____
 BLD Inspection: _____ Fire Inspection: _____
 Approved: _____ Not Approved: _____

City of Alpine, Texas

Short-Term Rental Special Use Permit (STR-SUP) Application

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

STR Type: ☐ Owner Occupied ☒ Single Unit Non-Owner-Occupied ☐ Multi-Unit Non-Owner Occupied

Existing/New Structure: ☒ Existing Structure ☐ New Construction

PART 1. PROPERTY INFORMATION

Street address of property

704 E SUL ROSS, ALPINE, TEXAS 79830

Legal description of property (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)

Lot 9 Block 2 Addition HANCOCK

Square footage of property

804 sq ft

Number of Bedrooms & Units

2 Bedroom, 1 Bath

Size of property lot

5144.64 sq ft

Present zoning district

Proposed use of the property

Short-Term Rental

Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official)
 STR

PART 2. PROPERTY OWNER INFORMATION

Name of current property owner(s) (Use separate sheet of paper with additional owners' information if necessary)

KENNETH ROTHEY & LINDA PIEDAD

Mailing address of property owner (cannot be P.O. Box)

313 BEECHWOOD LANE

City/State/Zip code of property owner

COPPELL, TEXAS 75019

Telephone number of property owner

512-694-9959

Email address of property owner

ADAMROTHEY@GMAIL.COM

PART 3. DESIGNATED OPERATOR'S INFORMATION

Name of designated operator

ASSISTANCE BY APRIL dba BIENVENIDO BIG BEND

Designated operator's physical address (must be located within 30 minutes of STR property)

117 N. 6TH ST.

City/State/Zip code of designated operator

ALPINE, TEXAS 79830

Telephone number of designated operator

432-386-8296

Email address of designated operator

bienvenidobigbend@gmail.com

PART 4. SUPPORTING DOCUMENTS

Please complete and submit the following attached documents with application

1. ☒ **STR Local Representative Certification:** Please provide a copy of Driver's License if different from STR owner)
2. ☒ **Homeowner's Association Declaration:** See attachment
3. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete General Release of Liability waiver (See attachment)

Please submit the following documents with your application

4. ☒ **Letter:** Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood.
5. ☒ **Floor Plan:** A Sketch floor plan of the dwelling with dimensional room layout. Please identify sleeping areas, evacuation route(s) and location of fire extinguishers.
6. ☒ **Parking Requirement:** A site plan/survey of the property that indicates the maximum number of vehicles that can be legally parked on the property. Parking spaces cannot include on-street parking, sidewalks, alleys or other public rights-of-way (see example)
7. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
8. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
9. ☒ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
 - A.) The 24-hour contact information of the STR owner or local representative
 - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
 - C.) Emergency and non-emergency telephone numbers for police and fire departments
 - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

Part 5. ADDITIONAL SUPPORTING DOCUMENTS FOR COMERCIAL PROPERTIES ONLY

10. ☐ **Illumination Plan** (see attachment)

PART 6. ADDITIONAL SUPPORTING DOCUMENTS FOR NEW CONSTRUCTION ONLY

11. ☐ **Site Application Form B:** Application of site plan approval (Section 20, see attached Form "B") The site plan submission shall meet the requirements of Section 20.04 (A)(E) Site Plan Requirements.
12. ☐ **Letter:** Submit a letter describing conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations

PART 7. ACKNOWLEDGEMENTS

☒ All STR-SUP applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

☒ At least ten (10) before the public hearing for a STR-CUP application, the city will send written notice to all property owners within 200 feet of the STR to inform them of the use of the STR-CUP application. The notice will provide the applicant's 24-hour contact information and information about STR regulations.

☒ All public hearings will be opened, and testimony given by the applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.

☒ Any changes to a site plan (no matter how minor or major) approved with a STR-SUP can only be approved by city council through the public hearing process.

Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council. If after said period of four months an application has not been scheduled before the commission and city council said application, along with the required filing fee may be resubmitted any time thereafter for reconsideration. Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

All short-term rentals are subject to fire inspections before issuance of a STR-SUP permit. The inspections will include compliance with the 2018 International Fire Code, 2015 International Residential Code, 2015 International Building Code and all applicable City of Alpine Code of Ordinances.

After a STR-SUP is approved, all short-term rentals must register with the city annually. There is a \$100 annual registration fee.

All short-term rentals are required to pay a hotel occupancy monthly or quarterly to the City of Alpine. Failure to register and pay for HOT taxes is grounds for revocation of a STR-SUP.

I have read and understand all of the requirements as set forth by the application for a Short-Term Rental Special Use Permit and acknowledge that all requirements of this application have been met at the time of submittal.

PART 7. SIGNATURE TO AUTHORIZE FILING OF A STR-SUP (ALL PROPERTY OWNERS MUST SIGN, SUBMIT AN ADDITIONAL SIGNATURE PAGE IF NECESSARY)

KENNETH A DAM ROTHY

Print Property Owners Name

[Signature]
Property Owners Signature

The State Of Texas

County Of Dallas

Before Me Marnie Wallen

(Notary)

on this day personally appeared Kenneth Rothy
(Applicant)

Known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of the office this 12th day of April, A.D. 2021

Marnie Wallen
Notary in And for State of Texas

PEDRO LINDA ROTHY

Print Property Owners Name

[Signature]
Property Owners Signature

The State Of Texas

County Of Dallas

Before Me Marnie Wallen

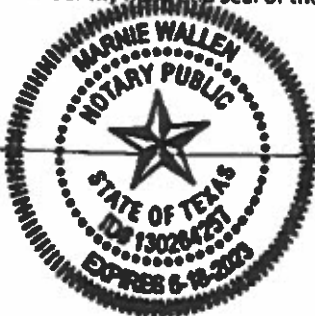
(Notary)

on this day personally appeared Pedro Linda Rothy
(Applicant)

Known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of the office this 12th day of April, A.D. 2021

Marnie Wallen
Notary in And for State of Texas



REDACTED DL

**CITY OF ALPINE
SHORT TERM RENTAL REGISTRATION**

☒ **New** ☐ **Change**

| | | |
|--|-----------------------------|---|
| SECTION 1: PROPERTY INFORMATION | | |
| Property Name EL NOPAL CASITA | Street Number 704 | Street Name E SUL ROSS |
| LEGAL DESCRIPTION | | |
| Addition, Block, Lot HANCOCK, BLOCK 2, LOT 9 | | Total Number of Units in Building 1 unit, 2 bedroom |

| | | |
|---|----------------------------------|---|
| SECTION 2: OWNER INFORMATION <i>Complete at least one listed below</i> | | |
| A. Individual Ownership | | |
| Owner First Name KENNETH | Owner Last Name ROTNEY | Primary Telephone Number 512-694-9959 |
| Mailing Address 313 BEECHWOOD LN, COPPELL, TEXAS 75019 | | Email Address ADAMROTNEY@GMAIL.COM |
| B. Corporate Ownership | | |
| Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain) | | |
| Business Name | | |
| Contact First Name | Contact Last Name | Primary Telephone Number |
| Mailing Address | | Email Address |

| | |
|--|---|
| SECTION 3: PROPERTY MANAGER <i>If Different than owner</i> | |
| A. Individual Ownership | |
| Property Manager Name APRIL MCANALLY OF ASSISTANCE BY APRIL LLC, DBA BIENVENIDO BIG BEND | Primary Telephone Number 432-386-8296 |
| Mailing Address PO BOX 1235, ALPINE, TEXAS 79831 | Email Address BIENVENIDOBIGBEND@GMAIL.COM |

I acknowledge that all information supplied above is true and correct to the best of my knowledge or belief. I further acknowledge that the Short Term Rental that I own is subject to all provisions of the orders and ordinances of Alpine, and all of the provisions of the codes, statutes, and rules adopted under the codes and statutes of the State of Texas regarding Short Term Rental establishments. I acknowledge that as a Short Term Rental owner I am responsible for the payment of Hotel Occupancy Taxes amounting to 7% per stay. I understand that payment of Hotel Occupancy Taxes is payable to the City of Alpine.

| | | |
|--|---------------------------------------|-----------------------|
|  Applicant's Signature | K. ADAM ROTNEY Printed Name | 4/5/21 Date |
|--|---------------------------------------|-----------------------|

CITY OF ALPINE
STR LOCAL REPRESENTATIVE CERTIFICATION

☒ **New** ☐ **Change**

24-hour Representative: The short-term rental owner and designated representative's name, physical address, email address and phone number must be provided to the City upon permit application and annual renewal. The information shall be kept current at all times. The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants. A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes, and if requested they must respond. If there is a change in the designated representative the property owner must immediately submit to the City the name and contact information of the new representative.

Short-Term Rental Address: 704 E SUL ROSS ST., ALPINE, TEXAS 79830

Property Owner Name: ADAM & LINDA ROTHEY

Local Representative:

Name: APRIL MCANALLY **Telephone:** 432-386-8296

Physical Address: 117 N. 6TH ST. ALPINE, TEXAS 79831 **Email:** BIENVENIDOBIGBEND@GMAIL.C

Mailing Address:
PO BOX 1235, ALPINE, TEXAS 79831

Local Representative Responsibilities:

- The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants.
- A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes.
- If there is change in the designated representative the property owner must submit to the City the name and contact information of the new representative.
- Neighbor Notice: The City shall provide an initial mailing or email to neighbors within a 200-foot radius of the short-term rental property address. The notice shall contain the owner and representative contact information, a parking plan, and the city website address where the information is also posted. The neighbors and the city shall be immediately informed whenever there is a change in contact information.

By signing below, the local representative acknowledges that he/she has read, fully understands and agrees to comply with the responsibilities outlined above. Please provide a copy of Driver's License if different from STR property owner.

Local Representative Signature:  **Date:** 4/12/2021

Property Owner's Signature:  **Date:** 4/5/21

REDACTED DL

CITY OF ALPINE
STR HOMEOWNER'S ASSOCIATION DECLARATION

I DECLARE the homeowner's association for which this property belongs allows transient rental /short-term rental dwellings.

704 E Sul Ross Ave
(Property Address)

(Managing HOA Representative Signature)

Date: _____

OR

I DECLARE there is no Homeowners Association requirement for this property.

704 E SUL ROSS ST. ALPINE TEXAS, 70830
(Property Address)


(STR Owners Signature)

Date: 4/7/21

**CITY OF ALPINE
STR PROOF OF PROPERTY INSURANCE**

☒ I declare that I have obtained short-term-rental insurance or an insurance policy that specifically states it includes short-term-rentals for the property listed on my STR-SUP application. I have attached proof of this insurance policy to my STR-SUP application.



Property Owner's Signature

4/5/21

Date



Property Owner's Signature

4/5/21

Date

OR

☐ I declare that I do not have specific short-term rental coverage on the property listed in my STR-SUP application. I understand that my homeowners or landlord may not adequately over my short-term rental. Further, I will opt in to sign the General Release of Liability on the following page.

UNIVERSITY
OF
SUL
ROSS
STATE



Want to Add a Coverage?
Call 1-800-225-7014 to talk to your agent about the availability of this coverage and whether it meets your needs.

Policy Number:
H37-298-707992-40 0 0

Report a Claim:
1-800-2CLAIMS



Coverage Information

Standard Policy

| SECTION I COVERAGES | LIMITS | PREMIUM |
|---|------------|---------|
| A. Dwelling with Replacement Cost | \$ 142,900 | |
| B. Other Structures on Insured Location | \$ 14,290 | |
| C. Personal Property | \$ 5,500 | |
| D. Loss of Use of Insured Location | \$ 28,580 | |
| SECTION II COVERAGES | LIMITS | PREMIUM |
| E. Personal Liability (each occurrence) | \$ 100,000 | |
| F. Medical Payments to Others (each person) | \$ 1,000 | |

POLICY DEDUCTIBLES - SECTION I

NOTE: The dollar amount of each percentage deductible is calculated by multiplying the Coverage A, B or C limit of liability shown in your Declarations by the deductible percentage amount. As a result, the calculated dollar amount of each percentage deductible will increase if the Coverage A, B or C limit of liability increases and will decrease if the Coverage A, B or C limit of liability decreases. The Inflation Protection Endorsement, FMHO 2835 or FMHO 660 may increase or decrease your Section I deductibles.

Losses covered under Section I are subject to a deductible of: \$1,000

If losses are a result of Wind/Hail they are subject to a deductible of 1%: \$1,429

If losses are a result of a Named Storm they are subject to a deductible of 1%: \$1,429

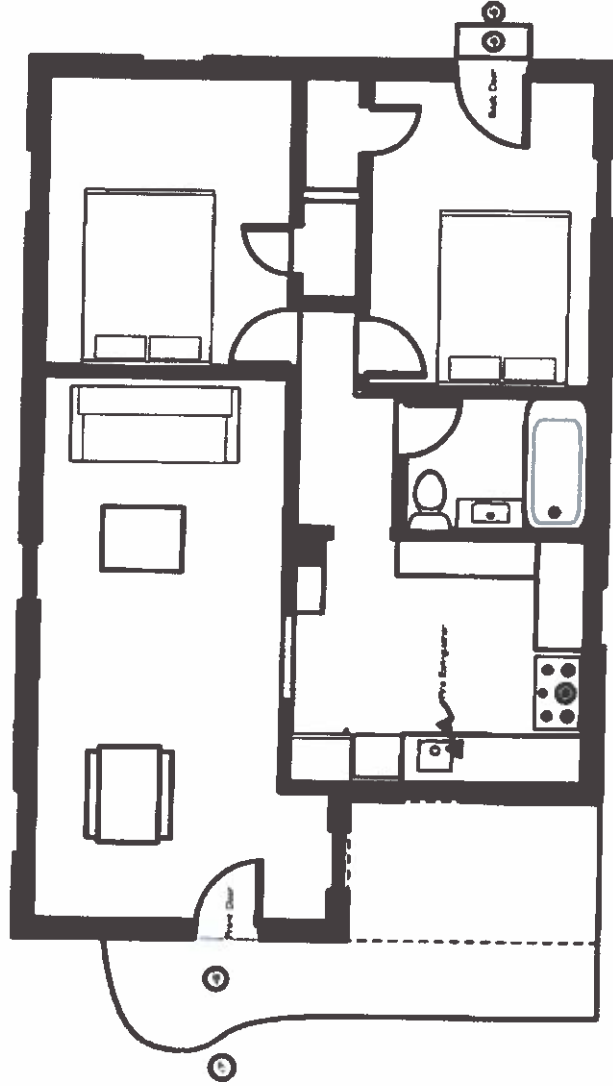
Roof Loss Settlement – Coverage A

| SETTLEMENT TYPE | YR OF INSTALLATION | SURFACING MATERIAL | LOSS PERCENTAGE |
|------------------|--------------------|--------------------|-----------------|
| Replacement Cost | 2016 | Slate | 100% |

| | |
|-----------------------|----------|
| Total Standard Policy | \$ 1,418 |
|-----------------------|----------|

| ADDITIONAL COVERAGES | DEDUCTIBLE | LIMITS | PREMIUM |
|--------------------------------------|------------|--------|---------|
| Coverage E & F increased limit | | \$ | 5 |
| Coverage C Reduced Personal Property | | \$ | (199) |

Total 12 Month Policy Premium: \$1,224.00



704 E. Sul Ross Ave

TITLE
CAD FILE NAME

704 E SUL ROSS AVE 2.WX

SCALE 1/8"=1'-0"

DRAWING NUMBER

1 of 1

CP#8875-17-B

B.B.T.

WARRANTY DEED WITH VENDOR'S LIEN

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.

September 01, 2017

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BREWSTER

THAT TARA A. GAUGLER, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by KENNETH A. ROTHE and FIEDAD LINDA LIM, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of one certain Promissory Note in the principal sum of (\$88,500.00) EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100, payable to the order of Bank of America, N.A. hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to ReconTrust Company, N.A., 1800 Tape Canyon Rd., Simi Valley, CA 93003, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described note, said Vendor's Lien and Deed of Trust lien against said property securing the payment of said Note are hereby assigned, transferred and delivered to Mortgagee. Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit:

See Exhibit "A", Legal Description, attached hereto and made a part hereof.

Loan Number: 275814824

Warranty Deed With Vendor's Lien

Page 1 of 4

WDIGP1.IN

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and existing restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns."

It is expressly agreed that the Vendor's lien is retained in favor of the payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.


Loan Number: 275814024

Warranty Deed With Vendor's Lien

✓ 
 Leland

WDIGP1 IN

EXECUTED this 1st day of September, 2017

 9.1.17
TARA A. GAUGLER (Seller)(Date) (Seller)(Date)

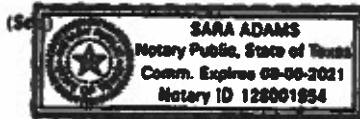
(Seller)(Date) (Seller)(Date)

Loan Number: 275814024
Warranty Deed With Vendor's Lien

STATE OF TEXAS
County of BREWSTER

Before me Sara Adams on this day personally appeared
TARA A. GAUGLER known to me (or proved to me on the oath of
_____ or through Texas D.L.) to be
the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they
executed the same for the purposes and consideration therein expressed

GIVEN under my hand and stamp of office this 1st day of September, 2017



Sara Adams
Notary Public

Escrow Officer
Title of Notarial Officer

My Commission Expires 08/06/2021

After Recording, Please Mail To: **KENNETH A. ROTHEV**
504 E JUNE STREET
ALPINE, TX 79830-2112

Loan Number: 275814034:

Warranty Deed With Vendor's Lien

704 E. SUL ROSS AVENUE
ALPINE, TEXASSTATE OF TEXAS
COUNTY OF BREWSTER

Field notes of the West Half of Lot 9 and the East 9.50 feet of Lot 10, Block 2, Hancock Subdivision to the city of Alpine, Brewster County, Texas, according to the plat recorded in Plat Envelope No. 20 in the office of the county clerk, Brewster County, Texas, said tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found in the north line of said Lot 10 and the south line of Sul Ross Avenue, for the northwest corner of this herein described tract, from which the northwest corner of said Lot 10 bears South 73°49'25" West, 46.06 feet;

Thence with the south line of said Avenue, North 73°49'25" East, a distance of 37.28 feet to a point for the northeast corner of this tract, from which a 1/2" iron rod found bears South 73°49'25" West, 1.25 feet;

Thence with the west line of the east half of said Lot 9, South 16°10'35" East, a distance of 138.89 feet to a point for the southeast corner of this tract, from which a wood fence corner post bears North 08°15'17" East, 1.97 feet;

Thence with the south line of Lot 9 and Lot 10, South 73°49'25" West, a distance of 37.28 feet to a point from which a 1/2" iron rod found bears North 16°10'35" West, 0.65 feet;

Thence with the east line of the remainder of said Lot 10, North 16°10'35" West, 138.89 feet to the point of beginning, containing 5.178 square feet of land, more or less, subject to all easements of record.

Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK).

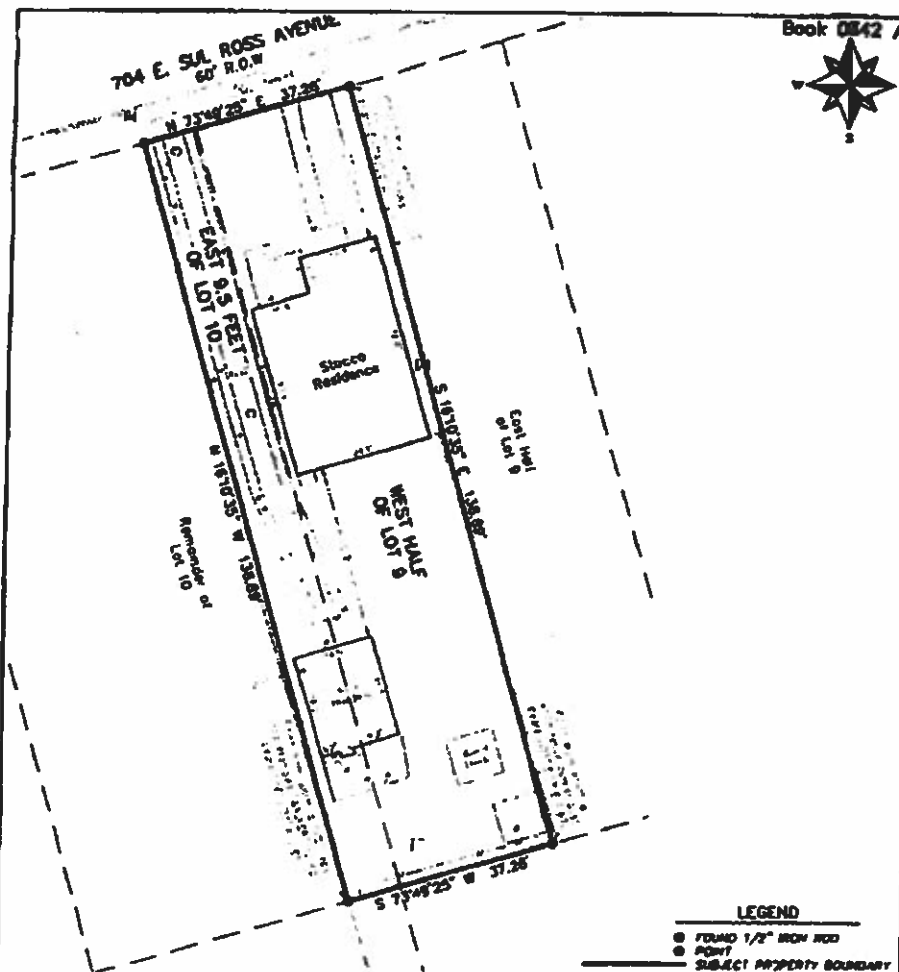
Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

I, Wesley Ray Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 25th day of July, 2017.



Registered Professional Land Surveyor
Texas Registration No. 6625

A plat accompanies this metes and bounds description.
Job # S17071802

704 E. SIL ROSS AVENUE
60' R.O.W.

LEGEND

- FOUND 1/2" IRON ROD
- POINT
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- - - WOOD FENCE
- ⊕ ELECTRIC METER
- ⊕ WATER METER
- ⊕ GAS METER
- R.O.W. RIGHT-OF-WAY
- CONCRETE

Big Bend Title
GFP-8875-17-B
Rothley

Bearing Block hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPDCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static Virtual Reference System (VRS) network and or Real Time Kinematic (RTK).

Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

I, Wesley Ray Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey made under my direction to the best of my knowledge and ability, this the 25th day of July, 2017.



Wesley Ray Quinn

Registered Prof. Land Surveyor
Texas Registration No. 6625

LNR
Job # S17071802

LAND TITLE SURVEY OF
WEST HALF OF LOT 9 AND THE
EAST 9.50 FEET OF LOT 10,
BLOCK 2, HANCOCK SUBDIVISION
TO THE CITY OF ALPINE, BREWSTER
COUNTY, TEXAS, ACCORDING TO
THE PLAT RECORDED IN PLAT
ENVELOPE NO. 20 IN THE OFFICE
OF THE COUNTY CLERK OF
BREWSTER COUNTY, TEXAS.

SCALE 1" = 20 FEET
0 20 40

McMILLAN AND QUINN, INC.

PO BOX 3308
SAN ANGELO, TEXAS
PHONE: (325) 929-0043
EMAIL: mq@mqpl.com

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EXHIBIT A

Doc#: 103548

Pages: 7

09/08/2017 10:55AM

Filed & Recorded in

Official Records of

BREWSTER COUNTY

BERTA RIOS-MARTINEZ

COUNTY CLERK

Fees: \$46.00

STATE OF TEXAS

COUNTY OF BREWSTER

I hereby certify that this instrument was
FILED on the date and at the time stamped
hereon by me and was duly RECORDED in the
Volume and Page of the Official Public
Records of Brewster County, Texas
VOL: 0342 PAGE: 0654

Berta Rios-Martinez

County Clerk, Brewster County, Texas



Welcome to El Nopal Casita!

IN CASE OF EMERGENCY CALL 911

OTHER EMERGENCY NUMBERS

Alpine Police Department – 432.837.3486

Brewster County Sheriff's Department – 432.837.3488

Fire Department Non-Emergency Only – 432.837.2366

Animal Control – 432.837.3486

Poison Control – 800.222.1222

Host April – 432.386.8296

SEVERE WEATHER ALERTS

Tune into local radio stations KVLB 1240 AM or KALP 92.7 FM

WIFI CONNECTION INFO

Network Name: AARIS-8332

Password: 2ULAED333919

Have a wonderful stay in Alpine!

MORE ABOUT EL NOPAL CASTIA

El Nopal means "prickly pear"

House Rules — No Smoking, No Parties. Please do not rearrange the furniture. EL Nopal Casita is pet friendly, however we ask that you pick up any pet waste and dispose of in the metal ins in the backyard. Also, please do not allow pets on the furniture.

TV Info - The has a Roku to watch different channels. If needed, the pin for the ROKU is 0802.

Trash — There is a dumpster located out the front door to the west about a block and a half.

Parking — There is parking in the driveway in front of the home. Please park in the allotted space in the driveway. Do not park on the street.

Laundry — There is a combo washer and dryer unit for guests to use. Please follow instructions provided and allow up to 6 hours for the clothes to wash and dry.

Heating/Cooling — El Nopal uses 3 mini splits to heat and cool the home.

The remote control to adjust the temperature for the mini-splits are mounted to the window frame in each room. There are 3 units in the home. One in each bedroom and one in the living room.

- The front of the remote has a panel that slides down.
- The main buttons are on the top above the panel. Change the MODE (heat, cool) and then set the desired temperature.
- Mini-splits may take up to 15 minutes to respond to temperature adjustments.

Operation and indication sections of remote controller



Attractions –

Museum of the Big Bend
Museumofthebigbend.com

Gage Gardens
gagehotel.com/experience/gage-gardens

Post Park
texasmountaintrail.com

McDonald Observatory
mcdonaldobservatory.org

Balmorhea State Park
tpwd.texas.gov

Kokernot 06 Cowboys Baseball Stadium
alpine.pecosleague.com

Hiking –

Point of Rocks
Alltrails.com

Chihuahuan Desert Research Institute
cdri.org

Hancock Hill/Dusk Nike
Alltrails.com

Big Bend National Park
Nps.gov

Big Bend Ranch State Park
tpwd.texas.gov

Davis Mountain State Park
tpwd.texas.gov

Gas – (* Pro Tip – Full up before heading south)

Stripe's

The Triangle

Uncles

Groceries, ATM –

Blue Water Natural Food
One Mile South 45978, TX-118
Alpine, Texas 79830

Porter's Thriftway
104 N 2nd Street
Alpine, Texas 79830

Porter's Thriftway
101 E Sul Ross Street
Alpine, Texas 79830

Dog Park – Kokernot Park off Fighting Buck Ave.

Events – For updated info on Events check with:

Chamber of Commerce
www.visitalpinetx.com

Big Bend Tourism Council
visitbigbend.com

Alpine Avalanche
alpineavalanche.com

Laundry – Tumbleweed Laundry, 215 E Holland Ave, Texas 79830

Restaurants – For updated info on local restaurants and food trucks check with www.visitalpinetx.com

Souvenirs – Many shops and galleries downtown offer souvenirs, as well as True Value Hardware. (IT's way more than just a hardware store.)

CHECKOUT INSTRUCTIONS

Our housekeepers work very hard to make sure everything is clean and sanitized before your arrival. They would greatly appreciate if you could do the following:

- Strip sheets and pillowcases and place in hamper or bathroom
- Place used towels in bathroom or hamper
 - Gather all trash and place in kitchen
- Wash all dirty dishes and clean out coffee pot

THANK YOU FOR STAYING!
COME BACK SOON!

MORE ABOUT BIENVENIDO BIG BEND

Hi! I'm April and most likely have been corresponding with you before your arrival. I "married into Alpine" over 30 years ago when I met my husband who was born and raised here. Having grown up on a cotton farm, I was used to rural living. But I never expected to fall in the love with the desert mountains. Alpine and the entire Big Bend is a truly unique area. The love of the area and my love of hospitality were married when I had the opportunity to manage short term rentals. I began Bienvenido Big Bend and have continued to add to my portfolio of vacation homes in Alpine.

I am honored that the owners of El Nopal Casita have entrusted me to manage their home, and grateful that you have chosen to reserve it for your stay. My staff and I take pride in providing clean and comfortable homes to visitors in the area.

Enjoy your stay and Bienvenido a Big Bend!



- m. Short Term Rental Special Use Permit for 207 N Harrison. Owner of record is Bombero 18 LLC.

TRANSIENT/SHORT-TERM RENTAL INSPECTION CHECKLIST

CITY OF ALPINE

Initial Inspection: At the time of initial application the short-term rental shall be inspected by the Building Official or designee. The purpose of this inspection is to assure conformance of the dwelling unit with the International Residential Code, International Fire Code, Property Management Code and City of Alpine Short-Term Rental Ordinance, related to potential safety issues and to establish maximum occupancy, including but not limited to an approved means of egress from every bedroom. A follow up inspection is included in the initial fee. Any further inspections will cost \$ 35.00 each. An inspection won't occur until all required application documents have been received by the city.

Property Address 207 N Harrison Property Owner Toni Pate ^{Brookover} Phone 432-380-8296
Local Representative April McAnally Phone 432-380-8996

Parking Diagram approved Yes / No

Number of occupants approved Yes / No

General Requirements:

- ☒ House numbers installed and clearly visible from street.
- ☒ Smoke alarms installed in all sleeping rooms.
- ☒ Carbon Monoxide detectors as required by fire code
- ☒ Fire Extinguisher or Sprinkler System

Sanitation:

- ☒ All plumbing fixtures connected to sanitary sewer with Approved P-traps.
- ☒ All plumbing fixtures connected to approved water supply Hot and cold water.
- ☒ No signs of mold or mildew on wall surfaces.
- ☒ No signs of infestation from rodents or insects.
- ☒ All sanitary facilities installed and maintained in safe and Sanitary condition.

Safety:

- ☒ Basement and all sleeping rooms are provided with windows Designed to meet egress standards or exterior doors
- ☒ All stairs, decks, and balconies over 30 inches in height are Provided with approved guardrails.
- ☒ Requirements of the IBC and IRC are met for dwelling units.
- ☒ Dwelling has no broken windows or doors
- ☒ No broken, rotted, split, buckled or exterior wall or roof Coverings that affect the protection of the structural elements Behind them.

Mechanical:

- ☒ Every habitable room contains at least two electrical outlets and light fixtures.
- ☒ All electrical equipment, wiring, and appliances have been installed and are in a safe manner
- ☒ Dwelling is equipped with heating facilities in operating condition.
- ☐ All solid fuel burning appliances are installed per applicable codes maintained in safe working condition.
- ☒ Dwelling has proper ventilation in all rooms and areas where fuel All fuel burning appliances are installed.

Structural:

- ☐ Dwelling has no sags, splits or buckling of ceilings, roofs, ceiling or roof supports or other horizontal members due to detective material or deterioration.
- ☒ No split, lean, list, or buckle of dwelling walls, partitions or other Vertical supports due to detective material or deterioration.
- ☒ No evidence of decay or damage to exterior stairs or decks.

Any of the above items which have been checked must be corrected and re-inspected prior to the issuance of a transient/short-term rental permit.

To request an inspection please call 432.837.3281 Building Services.

Inspected by: DAVID HALE TCFP WSH/cur Approved DH Date: 4.1.2021

Requires re-inspection _____ Approved _____ Date: _____



April 7, 2021

City of Alpine
100 N. 13th St., Alpine, TX 79830

Dear Geo Calderon and the Alpine City Council,

We are proposing that we use El Viejo Adobe, located at 207 N. Harrison Street in Alpine, Texas as a short-rental property. The home has been acting in this capacity since October of 2019. No harm will be caused to the value of the property or to other homes in the neighborhood due to the use as a short-term rental.

Visitors to El Viejo frequently comment on the location and enjoy the proximity to Sul Ross State University, the Museum of the Big Bend, Hancock Hill and the main downtown area.

El Viejo Adobe is managed by Bienvenido Big Bend and has been since it's opening of a short-term rental in 2019. I am dedicated to representing this property, as well as, the City of Alpine as a positive and welcoming vacation destination to visitors while striving to reduce any inconvenience to residential neighbors.

Sincerely,

April McAnally
Owner
Bienvenido Big Bend

432-386-8296



bienvenidobigbend@gmail.com



Bienvenidobigbend.com



117 N 6th St. Alpine, Texas 79830



For Building Services Use Only
 Date Submitted: _____ Receipt No: _____
 BLD Inspection: _____ Fire Inspection: _____
 Approved: _____ Not Approved: _____

City of Alpine, Texas

Short-Term Rental Special Use Permit (STR-SUP) Application

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

STR Type: ☐ Owner Occupied ☒ Single Unit Non-Owner-Occupied ☐ Multi-Unit Non-Owner Occupied

Existing/New Structure: ☒ Existing Structure ☐ New Construction

PART 1. PROPERTY INFORMATION

| | | |
|---|--|--|
| Street address of property 207 North Harrison Street, Alpine, Texas 79830 | | |
| Legal description of property (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet) Lot 6 Block 4 Addition HANCOCK | | |
| Square footage of property 1,030 sq ft | Number of Bedrooms & Units 2 Bedroom, 1 Bath | Size of property lot 13,108.62 sq ft |
| Present zoning district | Proposed use of the property Short-Term Rental | |
| Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official) STR | | |

PART 2. PROPERTY OWNER INFORMATION

| | |
|--|--|
| Name of current property owner(s) (Use separate sheet of paper with additional owners' information if necessary) BOMBERO 18, LLC | |
| Mailing address of property owner (cannot be P.O. Box) PO BOX 758 | |
| City/State/Zip code of property owner ALPINE, TEXAS 79831 | |
| Telephone number of property owner 432-837-2458 | Email address of property owner ELVIEJOADOBE@GMAIL.COM |

PART 3. DESIGNATED OPERATOR'S INFORMATION

| | |
|---|--|
| Name of designated operator ASSISTANCE BY APRIL dba BIENVENIDO BIG BEND | |
| Designated operator's physical address (must be located within 30 minutes of STR property) 117 N. 6th St. | |
| City/State/Zip code of designated operator Alpine, Texas 79830 | |
| Telephone number of designated operator 432-386-8296 | Email address of designated operator bienvenidobigbend@gmail.com |

PART 4. SUPPORTING DOCUMENTS

Please complete and submit the following attached documents with application

1. ☒ **STR Local Representative Certification:** Please provide a copy of Driver's License if different from STR owner)
2. ☒ **Homeowner's Association Declaration:** See attachment
3. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete General Release of Liability waiver (See attachment)

Please submit the following documents with your application

4. ☒ **Letter:** Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood.
5. ☒ **Floor Plan:** A Sketch floor plan of the dwelling with dimensional room layout. Please identify sleeping areas, evacuation route(s) and location of fire extinguishers.
6. ☒ **Parking Requirement:** A site plan/survey of the property that indicates the maximum number of vehicles that can be legally parked on the property. Parking spaces cannot include on-street parking, sidewalks, alleys or other public rights-of-way (see example)
7. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
8. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
9. ☒ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
 - A.) The 24-hour contact information of the STR owner or local representative
 - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
 - C.) Emergency and non-emergency telephone numbers for police and fire departments
 - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

Part 5. ADDITIONAL SUPPORTING DOCUMENTS FOR COMERCIAL PROPERTIES ONLY

10. ☐ **Illumination Plan** (see attachment)

PART 6. ADDITIONAL SUPPORTING DOCUMENTS FOR NEW CONSTRUCTION ONLY

11. ☐ **Site Application Form B:** Application of site plan approval (Section 20, see attached Form "B") The site plan submission shall meet the requirements of Section 20.04 (A)(E) Site Plan Requirements.
12. ☐ **Letter:** Submit a letter describing conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations

PART 7. ACKNOWLEDGEMENTS

- ☒ All STR-SUP applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.
- ☒ At least ten (10) before the public hearing for a STR-CUP application, the city will send written notice to all property owners within 200 feet of the STR to inform them of the use of the STR-CUP application. The notice will provide the applicant's 24-hour contact information and information about STR regulations.
- ☒ All public hearings will be opened, and testimony given by the applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.
- ☒ Any changes to a site plan (no matter how minor or major) approved with a STR-SUP can only be approved by city council through the public hearing process.

✓ Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council, If after said period of four months an application has not been scheduled before the commission and city council said application, along with the required filing fee may be resubmitted any time thereafter for reconsideration, Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

✓ All short-term rentals are subject to fire inspections before issuance of a STR-SUP permit. The inspections will include compliance with the 2018 International Fire Code, 2015 International Residential Code, 2015 International Building Code and all applicable City of Alpine Code of Ordinances.

✓ After a STR-SUP is approved, all short-term rentals must register with the city annually. There is a \$100 annual registration fee.

✓ All short-term rentals are required to pay a hotel occupancy monthly or quarterly to the City of Alpine. Failure to register and pay for HOT taxes is grounds for revocation of a STR-SUP.

✓ I have read and understand all of the requirements as set forth by the application for a Short-Term Rental Special Use Permit and acknowledge that all requirements of this application have been met at the time of submittal.

PART 7. SIGNATURE TO AUTHORIZE FILING OF A STR-SUP (ALL PROPERTY OWNERS MUST SIGN, SUBMIT AN ADDITIONAL SIGNATURE PAGE IF NECESSARY)

TONI BROOKOVER

Print Property Owners Name

Toni Brookover

Property Owners Signature

The State Of TEXAS

County Of Brewster

Before MELYNDA J. HARRIS
(Notary)

on this day personally appeared TONI Brookover
(Applicant)

Known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of the office this 6th day of April, A.D. 2021



Melinda J. Harris
Notary in And for State of Texas

Print Property Owners Name

Property Owners Signature

The State Of _____

County Of _____

Before Me _____ on this day personally appeared _____
(Notary) (Applicant)

Known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of the office this _____ day of _____, A.D. _____

Notary in And for State of Texas

**CITY OF ALPINE
SHORT TERM RENTAL REGISTRATION**

☒ **New** ☐ **Change**

| | | |
|--|-----------------------------|---|
| SECTION 1: PROPERTY INFORMATION | | |
| Property Name EL VIEJO ADOBE | Street Number 207 | Street Name NORTH HARRISON |
| LEGAL DESCRIPTION | | |
| Addition, Block, Lot HANCOCK, BLOCK 4, LOT 6 | | Total Number of Units in Building 1 UNIT, 2 BEDROOM |

| | | |
|--|---------------------------------------|---|
| SECTION 2: OWNER INFORMATION <i>Complete at least one listed below</i> | | |
| A. Individual Ownership | | |
| Owner First Name | Owner Last Name | Primary Telephone Number |
| Mailing Address | | Email Address |
| B. Corporate Ownership | | |
| Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain) | | |
| Business Name BOMBERO 18 LLC | | |
| Contact First Name TONI | Contact Last Name BROOKOVER | Primary Telephone Number 432-837-2458 |
| Mailing Address PO BOX 758, ALPINE, TEXAS 79831 | | Email Address ELVIEJOADOBE@GMAIL.COM |

| | |
|---|---|
| SECTION 3: PROPERTY MANAGER <i>If Different than owner</i> | |
| A. Individual Ownership | |
| Property Manager Name APRIL MCANALLY OF ASSISTANCE BY APRIL DBA BIENVENIDO BIG BEND | Primary Telephone Number 432-386-8296 |
| Mailing Address PO BOX 1235, ALPINE, TEXAS 79831 | Email Address BIENVENIDOBIGBEND@GMAIL.COM |

I acknowledge that all information supplied above is true and correct to the best of my knowledge or belief. I further acknowledge that the Short Term Rental that I own is subject to all provisions of the orders and ordinances of Alpine, and all of the provisions of the codes, statutes, and rules adopted under the codes and statutes of the State of Texas regarding Short Term Rental establishments. I acknowledge that as a Short Term Rental owner I am responsible for the payment of Hotel Occupancy Taxes amounting to 7% per stay. I understand that payment of Hotel Occupancy Taxes is payable to the City of Alpine.

Toni Brookover
Applicant's Signature

Toni Brookover
Printed Name

4-6-21
Date

CITY OF ALPINE
STR LOCAL REPRESENTATIVE CERTIFICATION

☒ New ☐ Change

24-hour Representative: The short-term rental owner and designated representative's name, physical address, email address and phone number must be provided to the City upon permit application and annual renewal. The information shall be kept current at all times. The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants. A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes, and if requested they must respond. If there is a change in the designated representative the property owner must immediately submit to the City the name and contact information of the new representative.

Short-Term Rental Address: 207 NORTH HARRISON, ALPINE, TEXAS 79830

Property Owner Name: BOMBERO 18 LLC

Local Representative:

Name: APRIL MCANALLY **Telephone:** 432-386-8296

Physical Address: 117 N. 6TH ST. ALPINE, TEXAS 79831 **Email:** BIENVENIDOBIGBEND@GMAIL.COM

Mailing Address: PO BOX 1235, ALPINE, TEXAS 79831

Local Representative Responsibilities:

- The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants.
- A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes.
- If there is change in the designated representative the property owner must submit to the City the name and contact information of the new representative.
- Neighbor Notice: The City shall provide an initial mailing or email to neighbors within a 200-foot radius of the short-term rental property address. The notice shall contain the owner and representative contact information, a parking plan, and the city website address where the information is also posted. The neighbors and the city shall be immediately informed whenever there is a change in contact information.

By signing below, the local representative acknowledges that he/she has read, fully understands and agrees to comply with the responsibilities outlined above. Please provide a copy of Driver's License if different from STR property owner.

Local Representative Signature: April McAnally **Date:** 04/06/2021

Property Owner's Signature: Tim Bombro **Date:** 4-6-21

REDACTED DL

**CITY OF ALPINE
STR HOMEOWNER'S ASSOCIATION DECLARATION**

I DECLARE the homeowner's association for which this property belongs allows transient rental /short-term rental dwellings.

(Property Address)

(Managing HOA Representative Signature)

Date: _____

OR

I DECLARE there is no Homeowners Association requirement for this property.

207 NORTH HARRISON STREET, ALPINE, TEXAS 79830

(Property Address)

Joni Kate Brookover

(STR Owners Signature)

Date: 4-6-21

POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company
**Dwelling Special
Renewal**



Premium Summary

Dwelling #1:
207 N HARRISON ST
ALPINE TX 79830-5102
Policy Coverages
Additional Costs

Total Policy Premium

Note: a minimum earned premium of \$100.00 applies to this policy.

Policy Summary

Policy Number:
100-464-152
Policy Period:
10/04/2020 to 10/04/2021 12:01 A.M. Standard Time

Named Insured(s):
BOMBERO18, LLC
PO BOX 758
ALPINE TX 79831-0758

Contracted Agency:
SOUTH & WESTERN GENERAL AGENCY INC - #039682
PO BOX 9015
ADDISON TX 75001-9015

Your Agent:
GLASS SORENSON AND MCDAVID INC - #009552
PO BOX 1478
GSM INSURORS
ROCKPORT TX 78381

Policy Discounts

Claims Free Discount
Auto/Home Discount

Dwelling Discounts

The following discounts apply to one or more dwellings on this policy.

207 N HARRISON ST, ALPINE TX 79830-5102
Deadbolts, Smoke Alarm and Fire Extinguisher
Local Smoke and/or Burglar Alarm

Additional Named Insureds and Designees

Name:
TONI BROOKOVER
Relationship to Primary Named Insured:
Primary Named Insured

Address:
PO BOX 758, ALPINE TX 79831-0758
Description of Interest:
ADDITIONAL NAMED INSURED

Dwelling #1: 207 N HARRISON ST, ALPINE TX 79830-5102

| Occupancy: | Residence Type: | Construction Type: | Year Built: | Protection Class Code: | Territory: |
|------------|--------------------|--------------------|-------------|------------------------|------------|
| Rental | 1 Family Residence | Brick/Masonry | 1945 | 4 | 29 |

Coverage Detail

| Coverage | Limit / Description | Premium |
|---|---|----------|
| Dwelling | | |
| Limit | 150,760 | |
| Loss Settlement | Modified Functional Replacement Cost | |
| - Excludes | Roof Coverings Fifteen Years Old or Greater | |
| All Other Peril Deductible | 1,000 | |
| Wind and Hail Deductible Percentage | 1%, \$1,000 Minimum, or All Other Peril Deductible, whichever is gre. | |
| Wind and Hail Deductible | 1,508 | |
| Other Structures | 15,076 | Included |
| Loss Settlement | Modified Functional Replacement Cost | |
| Personal Property | 25,000 | |
| Loss Settlement | Replacement Cost | |
| Additional Living Expense/Fair Rental Value | 15,076 | Included |
| Water Damage | | |
| Limit | Full | |
| Mold and Remediation - Property | 10,000 | Included |
| Water Backup and Sump Overflow | 5,000 | |
| Deductible | 250 | |
| Premises Liability | 500,000 | |

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company

Policy Period: 10/04/2020 - 10/04/2021

Policy Number: 100-464-152

Policy Type: Dwelling Special



| | | |
|---|---|----------|
| Medical Payments | 10,000 Per person/25,000 Per occurrence | |
| Property Manager Premises Liability Extension | | Included |
| Vandalism or Malicious Mischief Deductible | 500 | Included |
| Fire Department Service Charge | 500 | Included |
| Mold Exclusion - Premises Liability | | Included |
| Important Information | | |

This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

Short Term Rental applies to this dwelling (lease terms of 3 months or less).

Premium

Your Policy Documents

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.

Policy Level Forms (Forms that apply to all Dwelling)

DS-TX-P-0001(11-17) - Dwelling Special Policy - Texas

DW-CW-G-0001(01-15) - Condemnation Endorsement

IL-TX-N-0002(07-17) - Texas Notice of Toll-Free Numbers and Information and Complaint Procedures

IP-TX-N-0001(01-15) - Texas Consumer Bill of Rights Homeowners, Dwelling and Renters Insurance

DW-TX-X-0004(01-15) - Criminal Acts Exclusion - Texas

IL-CW-G-0001(01-15) - Signature Endorsement

Forms that apply to Dwelling #1: 207 N HARRISON ST, ALPINE TX 79830-5102

DS-CW-G-0001(01-15) - Construction Cost Index

IP-CW-C-0004(01-15) - Reinstatement of Limit

DS-TX-C-0002(01-16) - Permitted Vacancy Or Seasonal Usage Clause - Texas

DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion

DY-CW-C-0005(01-16) - Property Manager - Premises Liability

DS-TX-C-0007(03-16) - Water Backup And Sump Overflow - Texas

DW-CW-N-0002(01-15) - Important Notice - Terrorism Insurance Coverage

DY-TX-X-0002(01-15) - Premises Liability Fungi, Wet Or Dry Rot, Or Bacteria Exclusion - Texas

DS-CW-C-0015(08-18) - Modified Functional Replacement Cost With Roof Covering Restriction

DS-CW-C-0006(01-15) - Personal Property Replacement Cost

DS-TX-C-0003(06-17) - Water Damage Coverage - Texas

DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion

DY-CW-G-0001(01-15) - Premises Liability Cap on Losses from Certified Acts of Terrorism

DY-TX-C-0001(05-18) - Premises Liability Endorsement - Texas

DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion

DW-TX-N-0005(05-16) - Important Notice - Texas

DW-CW-G-0002(01-15) - Cap on Losses From Certified Acts of Terrorism

DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value

18'

SUL ROSS STREET

HARRISON STREET

Bedroom 2

9'

15'

Living Room

Dining

24'

Front Door

Bedroom 1

Fire Extinguisher

Bath

Kitchen

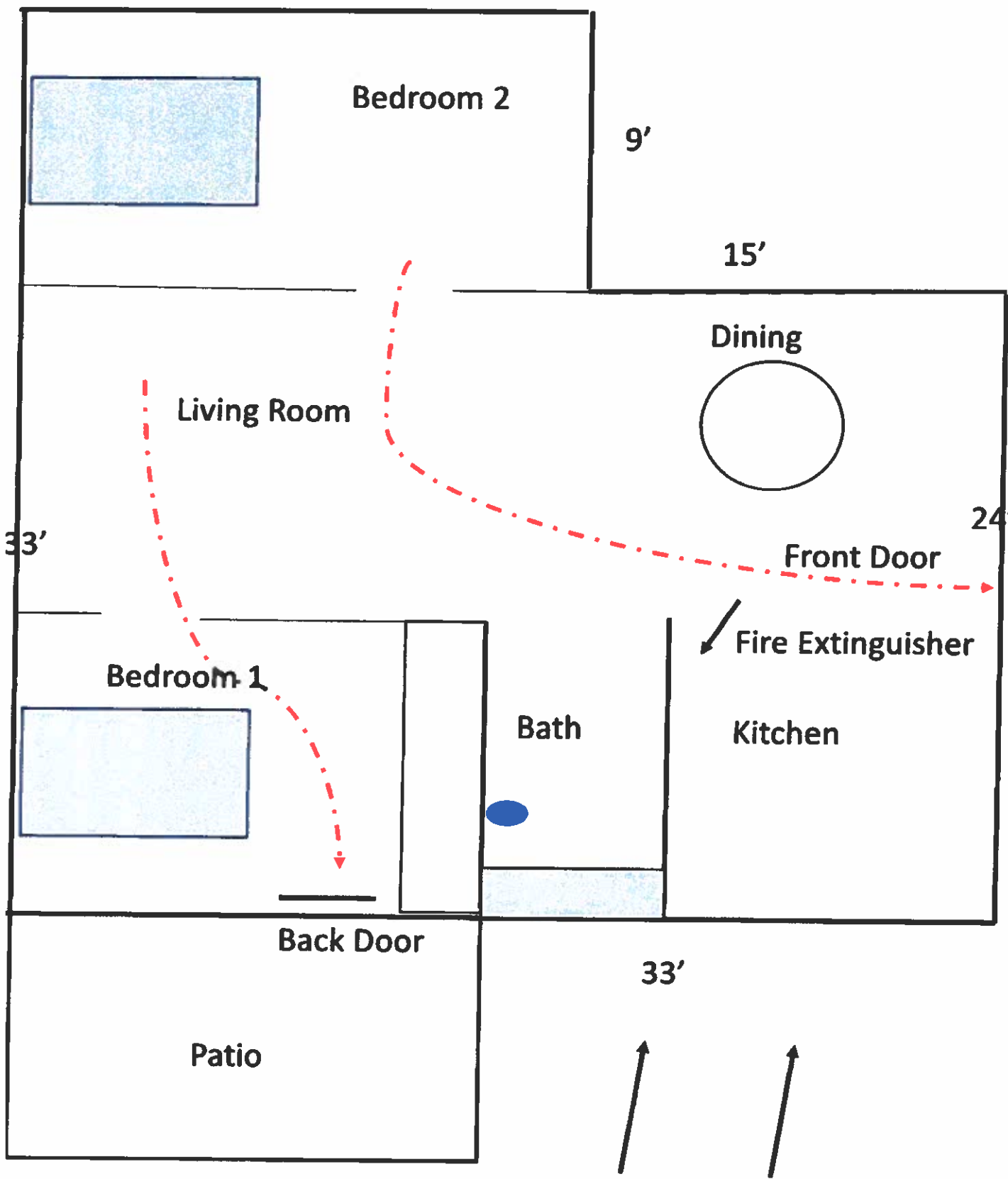
Back Door

33'

Patio

Parking

EL VIEJO ADOBE



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

SPECIAL WARRANTY DEED

Date: August 14, 2019

Grantor: Toni Pate Brookover

Grantee: Bombero18, LLC, a Texas limited liability company

Grantee's Mailing Address: P.O. Box 758, Alpine, Texas 79831

Consideration: The issuance of Membership Interests in Grantee

PROPERTY (including any improvements): All of Grantor's interest in and to that property located in Brewster County, Texas and more particularly described as:

Lot Six (6) and the East 14 yards of Lot Seven (7), Block Four (4), Hancock Addition, North of the Railroad to the City of Alpine, Brewster County, Texas, as the same appears in Envelope No. 20. Plat records on file in the Office of the County Clerk of Brewster County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:

Standby fees and taxes for the year 2019 and subsequent years which are not yet due and payable and which have been assumed by Grantee; easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments that affect the Property; rights of adjoining owners in all walls and fences situated on a common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or protrusions or overlapping of improvements.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any

part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

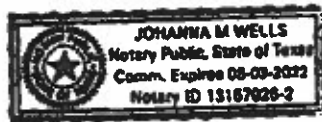

Toni Pate Brookover


STATE OF TEXAS

§
§
§

COUNTY OF BREWSTER

This instrument was acknowledged before me this 14 day of August, 2019, by
Toni Pate Brookover.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

2. Acceptance of Certificate of Formation. On August 9, 2019, the Certificate of Formation

FILED
In the Office of the
Secretary of State of Texas

AUG 09 2019

**CERTIFICATE OF FORMATION
OF
BOMBERO18, LLC**

Corporations Section

This Certificate of Formation dated August 7, 2019, has been duly executed and is filed pursuant to the Texas Business Organizations Code to form a limited liability company.

1. **Name.** The name of the limited liability company is Bombero18, LLC.
2. **Registered Agent; Registered Office.** The initial registered agent is a resident of the state whose name is Toni Pate Brookover. The business address of the registered agent and the registered office address is:

Physical Address
207 N. Harrison Street
Alpine, Texas 79830

Mailing Address
P.O. Box 758
Alpine, Texas 79831

3. **Principal Office.** The address of the principal office in the United States where records are to be kept or made available is:

207 N. Harrison Street
Alpine, Texas 79830

4. **Governing Authority.** The limited liability company shall be managed by its Managers. The number of initial Managers is one (1), and her name and address are as follows:

Toni Pate Brookover
207 N. Harrison Street
Alpine, Texas 79830

5. **Purpose.** The purpose for which the limited liability company is organized is to conduct any lawful business, to promote any lawful purpose and to engage in any lawful act or activity for which limited liability companies may be organized under the Texas Business Organizations Code.

6. **Voting.** On each matter on which the membership interest is entitled to vote, a member will have one (1) vote or a fraction of one vote per one percent of membership interest or fraction of membership interest owned by the member.

Cumulative voting is not allowed.

Each Member of the limited liability company shall be entitled to full preemptive or preferential rights, as such rights are defined by law, to subscribe for or purchase the Member's part of any membership interest which may be issued at any time by the Limited liability company.

7. **Effectiveness of Filing.** This document becomes effective when it is filed by the Secretary of State.

8. **Commencing Business.** The limited liability company will not commence business until it has received for the issuance of its certificates of membership interest consideration consisting of money, labor done or a promissory note or property received.

9. **Company Agreement.** The initial Company Agreement will be adopted by the

Members. The powers to alter, amend, or repeal the Company Agreement or adopt new Company Agreement is vested in the Members.

10. **Action Without a Meeting.** Any action required by the Texas Business Organizations Code, and any amendments thereto, to be taken at any annual or special meeting of Members of the limited liability company, or any action which may be taken at any annual or special meeting of Members of the limited liability company, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted. Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the Texas Business Organizations Code, and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.

Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

11. **Transferability Restrictions.** The membership interest of the limited liability company will be subject to restrictions on its transferability as set out in its Company Agreement, which Company Agreement will be kept with the records of the limited liability company. The limited liability company will provide a copy of the Company Agreement without charge to any record holder of a membership interest upon written request addressed to the limited liability company at its principal business office or its registered agent's address.

12. **Organizer.** The name and address of the organizer are:

Gina Fields
501 Executive Center Blvd, Suite 200
El Paso, Texas 79902.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

EXECUTED the date written first above.


Gina Fields, Organizer

**COMPANY AGREEMENT
OF
BOMBERO18, LLC**

This Company Agreement of Bombero18, LLC (this "Agreement") dated as of the 9th day of August, 2019, is adopted by, executed and agreed to, for good and valuable consideration, by the sole Member (as defined below).

**ARTICLE I
DEFINITIONS**

1.01 DEFINITIONS. As used in this Agreement, the following terms have the following meanings:

- A. "Act" means the Texas Business Organizations Code and any successor statute, as amended from time to time.
 - B. "Certificate" means the Certificate of Formation filed with the Secretary of State of Texas by which Bombero18, LLC was organized as a Texas limited liability company under and pursuant to the Act.
 - C. "Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are closed.
 - D. "Capital Contribution" means any contribution by a Member to the capital of the Company.
 - E. "Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.
 - F. "Commitment" means, subject in each case to adjustments on account of Dispositions of Membership Interests permitted by this Agreement, (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring that Membership Interest, the amount specified for that Member as his Commitment, and (b) in the case of a Membership Interest issued pursuant to this Agreement, the Commitment established pursuant thereto.
 - G. "Company" means Bombero18, LLC, a Texas limited liability company.
 - H. "Dispose," "Disposing," or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.
 - I. "Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided
-

in this Agreement, but does not include any Person who has ceased to be a member in the Company.

J. "Membership Interest" means the interest of a Member in the Company, including, without limitation, rights to payments, distributions (liquidating or otherwise), allocations, information and to consent or approve.

L. "Person" includes an individual, partnership, limited partnership, limited liability company, foreign limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity (as defined in article 1.02(A)(4) of the Act).

M. "Agreement" has the meaning given that term in the introductory paragraph.

N. "Sharing Ratio" means (a) in the case of a Member executing this Agreement as of the date of this Agreement or a Person acquiring that Membership Interest, the fraction, (expressed as a percentage) specified for that Member as his Sharing Ratio and (b) in the case of a Membership Interest issued pursuant to this Agreement, the Sharing Ratio established pursuant thereto.

Other terms defined herein have the meanings so given them.

1.02 CONSTRUCTION. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits, if any, are to Exhibits attached hereto, if any, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

2.01 FORMATION. The Company has been organized as a Texas limited liability company by the filing of the Certificate under and pursuant to the Act and the issuance of a certificate of organization for the Company by the Secretary of State of Texas.

2.02 NAME. The name of the Company is Bombero18, LLC and all Company business must be conducted in that name or such other names that comply with applicable law as the Member may select from time to time.

2.03 REGISTERED OFFICE; REGISTERED AGENT; PRINCIPAL OFFICE IN THE UNITED STATES; OTHER OFFICES. The registered office of the Company required by the Act to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided

by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate or such other Person or Persons as the Member may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the Member may designate from time to time, which need not be in the State of Texas, and the Company shall maintain records there as required by the Act and shall keep the street address of such principal office at the registered office of the Company in the State of Texas. The Company may have such other offices as the Member may designate from time to time.

2.04 PURPOSES. The purposes of the Company are those set forth in the Certificate.

2.05 TERM. The Company commenced on the date the Secretary of State of Texas issued a Certificate of Filing for the Company and shall continue in existence for the period fixed by the Act for the duration of the Company, or such earlier time as this Agreement may specify.

2.06 MERGERS AND EXCHANGES. The Company may be a party to (a) a merger, or (b) an exchange or acquisition of the type described in article the Act.

2.07 NO STATE-LAW PARTNERSHIP. The Member intends that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise. The Company shall be treated for tax purposes as a single Member limited liability company.

ARTICLE III MEMBERS

3.01 MEMBER. The sole Member is Toni Pate Brookover.

3.02 LIABILITIES TO THIRD PARTIES. Except as otherwise expressly agreed in writing, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

3.03 VOTING OF MEMBERS. All votes required of the Members shall be made as determined by the Members.

ARTICLE IV CAPITAL CONTRIBUTIONS

4.01 INITIAL CONTRIBUTIONS. Effective on the date of this Agreement, the Member agrees to make the initial contributions shown as his Commitment.

4.02 SUBSEQUENT CONTRIBUTIONS. No Member shall have any liability to make future contributions.

**ARTICLE V
ALLOCATIONS AND DISTRIBUTIONS**

5.01 ALLOCATIONS. All items of income, gain, loss, deduction, and credit of the Company shall be to the Members in accordance with their Sharing Ratios.

5.02 DISTRIBUTIONS.

A. From time to time the Members shall determine in their reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve. If such an excess exists, the Members shall cause the Company to distribute all of such cash to the Members.

B. From time to time the Members also may cause property of the Company other than cash to be distributed to it, which distribution may be made subject to existing liabilities and obligations.

**ARTICLE SIX
MANAGEMENT**

6.01 MANAGEMENT BY MANAGERS.

A. Except for situations in which the approval of the Members is required by this Company Agreement or by nonwaivable provisions of applicable law, (i) the powers of the Company shall be exercised by and the business and affairs of the Company shall be managed under the direction of, the Manager or Managers; and (ii) the Manager or Managers may make all decisions and take all actions for the Company not otherwise provided for in this Company Agreement, including, without limitation, the following:

(1) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;

(2) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(3) maintaining the assets of the Company in good order;

(4) collecting sums due the Company; and

(5) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants.

B. Notwithstanding the provisions of Section 6.01(A), the Manager(s) may not cause the Company to do any of the following without the consent of a Required Interest:

(1) sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all or substantially all the Company's property and assets, other than in the usual and regular course of the Company's business, without complying with the applicable procedures set forth in the Act and the TBOC, including, without limitation, the requirement of the TBOC regarding approval by the Members;

(2) amend or restate the Certificate, without complying with the applicable procedures set forth in the Act and the TBOC, including, without limitation, the requirement in the TBOC regarding approval by the Members (unless such provision is rendered inapplicable by another provision of applicable law);

(3) compromise any claim or dispute having an amount or value in issue in excess of fifty (50) percent of the total value of the Company's property;

(4) confess a judgment against the Company;

(5) do any act in violation of this Company Agreement or the Certificate of Formation;

(6) possess Company property or assign the right of the Company or its Members in specific Company property for other than a Company purpose;

(7) make, execute, or deliver any assignments for the benefit of creditors, or on the Assignee's promise to pay the debts of the Company;

(8) do any act for which the consent of the Members is required by the Act;

(9) terminate, liquidate and wind up the Company, except as otherwise provided in this Company Agreement;

(10) admit additional or substitute Members except as otherwise provided in this Company Agreement;

(11) do any act that would make it impossible to carry on the company purposes and business of the Company;

(12) engage in any business activity other than that which is consistent with the Company purposes; and

(13) amend this Company Agreement except as provided for in this Company Agreement.

ARTICLE VII INDEMNIFICATION

7.01 DEFINITIONS. For purposes of this Article VII:

A. "Limited Liability Company" includes any domestic or foreign predecessor entity of the Company in a merger, consolidation, or other transaction in which the liabilities of the predecessor are transferred to the Company by operation of law and in any other transaction in which the Company assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of this Article.

B. "Expenses" include court costs and attorneys' fees.

C. "Official capacity" means:

(1) when sued with respect to a Member, the Member; and

(2) when used with respect to a person other than a Member, the elective or appointive office in the Company held by the officer or the employment or agency relationship undertaken by the employee or agent in behalf of the Company; provided, however, that in each case described in paragraphs (1) and (2) of this Subsection C., "official capacity" does not include service for any other foreign or domestic Limited Liability Company, corporation, or any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

D. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, or proceeding.

7.02 STANDARD FOR INDEMNIFICATION. The Company shall indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was in an official capacity of the Company only if it is determined in accordance with this Article that the person:

A. conducted himself in good faith;

B. reasonably believed:

(1) in the case of conduct in his official capacity of the Company, that his conduct was in the Company's best interests; and

(2) in all other cases, that his conduct was at least not opposed to the Company's best interests; and

C. in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

7.03 PROHIBITED INDEMNIFICATION. Except to the extent permitted by this Article, a person in an official capacity may not be indemnified under any section of this Article in respect of a proceeding:

A. in which the person is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's official capacity; or

B. in which the person is found liable to the Company.

7.04 EFFECT OF TERMINATION OF PROCEEDING. The termination of a proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements set forth in any section of this Article. A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

7.05 EXTENT OF INDEMNIFICATION. A person shall be indemnified under this Article against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the person is found liable to the Company or is found liable on the basis that personal benefit was improperly received by the person, the indemnification shall:

A. be limited to reasonable expenses actually incurred, and

B. not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of such person's duty to the Company.

7.06 DETERMINATION OF INDEMNIFICATION. A determination of indemnification under any section of this Article must be made by the Member.

7.07 AUTHORIZATION OF INDEMNIFICATION. Authorization of indemnification and determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that (i) if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by the foregoing section for the selection of special legal counsel, and (ii) the provision of this Article making indemnification mandatory in certain cases specified herein shall be deemed to constitute authorization in the manner specified by this Section of indemnification in such cases.

7.08 SUCCESSFUL DEFENSE OF PROCEEDINGS. Except as provided otherwise by law or by this Agreement, the Company shall indemnify such person against reasonable expenses incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a person with official capacity if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

7.09 COURT ORDER IN SUIT FOR INDEMNIFICATION. If, in a suit for indemnification required by the foregoing Section, a court of competent jurisdiction determines that the person is entitled to indemnification under that section, the court shall order indemnification and shall award to the person the expenses incurred in securing the indemnification.

7.10 COURT DETERMINATION OF INDEMNIFICATION. If, upon application of such person, a court of competent jurisdiction determines, after giving any notice the court considers necessary, that the person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he has met the requirements set forth in any Section of this Article or has been found liable in the circumstances described in any Section of this Article, the court may order the indemnification that the court determines is proper and equitable; but, if the person is found liable to the Company or is found liable on the basis that personal benefit was improperly received by the person, the indemnification shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding.

7.11 ADVANCEMENT OF EXPENSES. Reasonable expenses incurred by a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the Company in advance of the final disposition of the proceeding, without the authorization or determination specified in this Article, after the Company receives a written affirmation by the person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking, which must be an unlimited general obligation of the person (and can be accepted without reference to financial ability to make repayment) but need not be secured, made by or on behalf of the person to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the person against expenses incurred by him in connection with that

proceeding is prohibited by this Article. A provision contained in the Certificate, this Agreement, a resolution of Member, or an agreement that makes mandatory the payment or reimbursement permitted under this Section shall be deemed to constitute authorization of that payment or reimbursement.

7.12 EXPENSES OF WITNESS. Notwithstanding any other provision of this Article, the Company may pay or reimburse expenses incurred by a person in connection with his appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the proceeding, given that such appearance or participation occurs by reason of his being or having been in an official capacity of the Company.

7.13 INDEMNIFICATION OF OFFICERS. The Company shall indemnify and advance or reimburse expenses to a person who is or was an officer of the Company to the same extent that it shall indemnify and advance or reimburse expenses to the Member under this Article.

7.14 INDEMNIFICATION OF OTHER PERSONS. The Company may indemnify and advance expenses to any person who is not or was not an officer, employee, or agent of the Company but who is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise to the same extent that it shall indemnify and advance expenses to the Member under this Article.

7.15 ADVANCEMENT OF EXPENSES TO OFFICERS AND OTHERS. The Company shall indemnify and advance expenses to an officer, and may indemnify and advance expenses to an employee or agent of the Company, or other person who is identified in the foregoing Section, to such further extent as such person may be entitled by law, agreement, vote of the Member or otherwise.

7.16 CONTINUATION OF INDEMNIFICATION. The indemnification and advance payments provided by this Article shall continue as to a person who has ceased to hold his position as an officer, employee or agent, or other person described in any section of this Article, and shall inure to his heirs, executors and administrators.

7.17 LIABILITY INSURANCE. The Company may purchase and maintain insurance or another arrangement on behalf of any person who is or was a Member, officer, employee, or agent of the Company or who is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, against any liability asserted against him and incurred by him in such a

capacity or arising out of his status as such a person, whether or not the Company would have the power to indemnify him against that liability under this Article. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Company would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the Member. Without limiting the power of the Company to procure or maintain any kind of insurance or other arrangement, the Company may, for the benefit of persons indemnified by the Company, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Company; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Company or with any insurer or other person deemed appropriate by the Managers regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Company. In the absence of fraud, the judgment of the Members as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be avoidable and shall not subject the Member approving the insurance or arrangement to liability, on any ground, regardless of whether the Member participating in the approval is a beneficiary of the insurance or arrangement.

ARTICLE VIII TAXES

The sole Member has elected to treat the Company as a single member limited liability company and will consequently will be disregarded as an entity separate from its member pursuant to Treas. Reg. Section 301.7701-2(a).

ARTICLE IX WINDING UP, LIQUIDATION, AND TERMINATION

9.01 WINDING UP. The Company shall be wound up and its affairs shall be wound up on the first to occur of the following:

- A. the written consent of the Members;
- B. the expiration of the period fixed for the duration of the Company set forth in the Certificate; and
- C. entry of a decree of judicial dissolution of the Company under the Act.

9.02 LIQUIDATION AND TERMINATION. On winding up of the Company, the Members will appoint one or more non-Members as Liquidator. The Liquidator shall

proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. The steps to be accomplished by the liquidator are as follows:

A. as promptly as possible after winding up and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the winding up occurs or the final liquidation is completed, as applicable;

B. the liquidator shall cause the notice described in the Act to be mailed to each known creditor of and claimant against the Company in the manner described in such Act;

C. the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

D. all remaining assets of the Company shall be distributed to the Members as follows:

(1) the liquidator may sell any or all Company property, including to the Member, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Member;

(2) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the capital account of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated to the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution;

(3) Company property shall be distributed to the Members in accordance with the positive capital account balances of the Member, as determined after taking into account all capital account adjustments for the taxable year of the Company during which the liquidation of the partnership occurs (other than those made by reason of this clause (3)); and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation); and

(4) to the extent that any Company property is then remaining, it shall be distributed to the Member.

All distributions in kind to the Members shall be made subject to the Liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this Section. The distribution of cash and/or property to a Member in accordance with the provisions of this Section constitutes a complete return to the Member of his Capital Contributions and a complete distribution to the Member of his Membership interest and all the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

9.03 DEFICIT CAPITAL ACCOUNTS. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of the Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to the Member, upon dissolution of the Company such deficit shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's capital account to zero.

9.04 CERTIFICATE OF TERMINATION. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the authorized Member shall file a Certificate of Termination with the Secretary of State of Texas, cancel any other filings made pursuant to this Agreement, and take such other actions as may be necessary to terminate the Company.

ARTICLE X GENERAL PROVISIONS

10.01 AMENDMENT OR MODIFICATION. This Agreement may be amended or modified from time to time only by a written instrument of the Member.

10.02 CHECKS, NOTES, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company shall be signed or endorsed by a designated person which may be appointed by the Member. The designated person may be an, officer(s) or other person(s) as may from time be designated.

10.03 HEADINGS. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation.

10.04 CONSTRUCTION. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely.

If any portion of this Agreement shall be invalid or inoperative, then, so far as is reasonable and possible:

A. The remainder of this Agreement shall be considered valid and operative; and

B. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

10.05 ENTIRE AGREEMENT; SUPERSEDURE. This Agreement constitutes the entire agreement of the Members relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

10.06 BINDING EFFECT. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their successors, and assigns.

10.07 GOVERNING LAW; SEVERABILITY. This Agreement ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF This Agreement TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and (a) any provision of the Certificate, or (b) any mandatory provision of the Act, the application provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

The undersigned, being the Initial Member as specified in the Certificate, hereby certifies that the foregoing Agreement was adopted by her, effective as of the date of this Agreement, TO WITNESS WHICH she has hereunto affixed her signature.

Signature

Sharing Ratio

Commitment

Toni Pate Brookover 100%
Toni Pate Brookover

Real property as described on
Exhibit A hereto.

Johanna Wells

-13-

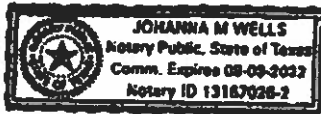


Exhibit A
Real Property Contributed to the Company

Member's interest in and to that residential real property located in Brewster County, Texas and more particularly described as:

Lot Six (6) and the East 14 yards of Lot Seven (7), Block Four (4), Hancock Addition, North of the Railroad to the City of Alpina, Brewster County, Texas, as the same appears in Envelope No. 20, Plat records on file in the Office of the County Clerk of Brewster County, Texas.

Book 178 Page 532

County of Tarrant, Texas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Tarrant, Texas, and that the same is a true and correct copy of the original as the same appears in the records of the County of Tarrant, Texas, and that the same is a true and correct copy of the original as the same appears in the records of the County of Tarrant, Texas.

Witness my hand and seal of office this 1st day of April, 1964.

[Signature]
 COUNTY CLERK

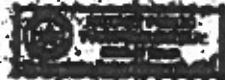
THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 1st day of April, 1964, by the undersigned.

[Signature]
 Notary Public, State of Texas

AFTER RECORDING RETURN TO:
 Val Pate Brothers
 1418 East Chestnut
 Dallas, Texas 75202



STATE OF TEXAS
 COUNTY OF TARRANT
 I hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Tarrant, Texas, and that the same is a true and correct copy of the original as the same appears in the records of the County of Tarrant, Texas.



Val Pate Brothers
 1418 East Chestnut
 Dallas, Texas 75202

Val Pate Brothers
 1418 East Chestnut
 Dallas, Texas 75202

Val Pate Brothers
 P.O. Box 767
 Arlington, TX 76010

Doc#: 108535
Pages: 22
08/14/2019 01:32PM
Filed & Recorded in
Official Records of
BREWSTER COUNTY
BERTA RIOS-MARTINEZ
COUNTY CLERK
Fees: \$106.00

STATE OF TEXAS
COUNTY OF BREWSTER
I hereby certify that this instrument was
FILED on the date and at the time stamped
hereon by me and was duly RECORDED in the
Volume and Page of the Official Public
Records of Brewster County, Texas
VOL: 0373 PAGE: 0513

Berta Rios-Martinez
County Clerk, Brewster County, Texas



Welcome to El Viejo Adobe!

IN CASE OF EMERGENCY CALL 911

OTHER EMERGENCY NUMBERS

Alpine Police Department – 432.837.3486

Brewster County Sheriff's Department – 432.837.3488

Fire Department Non-Emergency Only – 432.837.2366

Animal Control – 432.837.3486

Poison Control – 800.222.1222

Host April – 432.386.8296

SEVERE WEATHER ALERTS

Tune into local radio stations KVLG 1240 AM or KALP 92.7 FM

WIFI CONNECTION INFO

Network Name: elviejoadobe

Password: Alpine79830

MORE ABOUT EL VIEJO ADOBE

Alpine, known as Murphyville from 1883-1888, was established on the last open grazing land in Texas, when the railroad came through, making shipping cattle to market easier than the long trail drives. Ranching drove the economy in this part of Texas.

This old adobe (El Viejo Adobe) sits on land that was once part of the W.B. Hancock ranch just East of the cow town of Alpine. In 1888, Alpine had 12 houses, 3 saloons, 1 hotel, 1 rooming house, a livery stable (the biggest building in town), a butcher shop in a tent, a drugstore/ post office. W.B. Hancock was the postmaster.

Early on, Mr. Hancock gave 100 acres for the establishment of Sul Ross State College, which was approved by the Texas Legislature in 1917. And the first building was completed and opened in 1921.

Sul Ross was named after Lawrence Sullivan Ross was originally from Waco, Texas. He was one of the youngest Civil War generals, a Texas Ranger, Senator, Texas Governor, & President of Texas A&M.

After donating land for Sul Ross, Mr. Hancock created a legal subdivision across from Sul Ross to be eventually annexed into the original Alpine townsite which was located fifty blocks North and thirty blocks South of the train depot.

In 1925, Hancock sold the rest of his ranch which was North East of Alpine to H.L. Kokernot Sr.

Right outside on the front porch, you will see Hancock Hill located directly behind the college. The subdivision that this home sits on is called Hancock addition.

House Rules — No Smoking, No Pets, No Parties. Please do not rearrange the furniture.

TV Info - The tv has an Amazon Fire stick available to watch your favorite shows.

You will need your own account to access the apps, such as, Netflix and Hulu.

Don't forget to sign out of your account before checking out.

Trash — There is a dumpster located on the street behind the house one block over.

Parking — There is a parking lot located to the south of the home. Please use this parking lot and do not park behind the home or in the street.

Heating/Cooling — The house has central air and heat, the thermostat is located in the kitchen. The extra bedroom was once a patio and was converted to a second bedroom. There is a heater and fan provided for this room.

Attractions –

Museum of the Big Bend
Museumofthebigbend.com

Gage Gardens
gagehotel.com/experience/gage-gardens

Post Park
texasmountaintrail.com

McDonald Observatory
mcdonaldobservatory.org

Balmorhea State Park
tpwd.texas.gov

Kokernot 06 Cowboys Baseball Stadium
alpine.pecosleague.com

Hiking –

Point of Rocks
Alltrails.com

Chihuahuan Desert Research Institute
cdri.org

Hancock Hill/Desk Hike
Alltrails.com

Big Bend National Park
Nps.gov

Big Bend Ranch State Park
tpwd.texas.gov

Davis Mountain State Park
tpwd.texas.gov

Gas – (* Pro Tip – Full up before heading south)

Stripe's

The Triangle

Uncles

Groceries, ATM –

Blue Water Natural Food
One Mile South 45978, TX-118
Alpine, Texas 79830

Porter's Thriftway
104 N 2nd Street
Alpine, Texas 79830

Porter's Thriftway
101 E Sul Ross Street
Alpine, Texas 79830

Dog Park – Kokernot Park off Fighting Buck Ave.

Events – For updated info on Events check with:

Chamber of Commerce
www.visitalpinetx.com

Big Bend Tourism Council
visitbigbend.com

Alpine Avalanche
alpineavalanche.com

Laundry – Tumbleweed Laundry, 215 E Holland Ave, Texas 79830

Restaurants – For updated info on local restaurants and food trucks check with www.visitalpinetx.com

Souvenirs – Many shops and galleries downtown offer souvenirs, as well as True Value Hardware. (It's way more than just a hardware store.)

CHECKOUT INSTRUCTIONS

Our housekeepers work very hard to make sure everything is clean and sanitized before your arrival. They would greatly appreciate if you could do the following:

- Strip sheets and pillowcases and place in hamper.
- Place used towels in hamper or bathroom.
- Gather all trash and place in kitchen
- Wash all dirty dishes and clean out coffee pot

THANK YOU FOR STAYING!
COME BACK SOON!

MORE ABOUT BIENVENIDO BIG BEND

Hi! I'm April and most likely have been corresponding with you before your arrival. I "married into Alpine" over 20 years ago when I met my husband who was born and raised here. Having grown up on a cotton farm, I was used to rural living. But I never expected to fall in the love with the desert mountains. Alpine and the entire Big Bend is a truly unique area. The love of the area and my love of hospitality were married when I had the opportunity to manage short term rentals. I began Bienvenido Big Bend and have continued to add to my portfolio of vacation homes in Alpine.

I am honored that the owners of EL Viejo Adobe have entrusted me to manage their home, and grateful that you have chosen to reserve it for your stay. My staff and I take pride in providing clean and comfortable homes to visitors in the area.

Enjoy your stay and Bienvenido a Big Bend!



- n. Short Term Rental Special Use Permit for 302 W Ave B. Owner of record is William & Rachael Hurst.

TRANSIENT/SHORT-TERM RENTAL INSPECTION CHECKLIST

CITY OF ALPINE

Initial inspection: At the time of initial application the short-term rental shall be inspected by the Building Official or designee. The purpose of this inspection is to assure conformance of the dwelling unit with the International Residential Code, International Fire Code, Property Management Code and City of Alpine Short-Term Rental ordinance, related to potential safety issues and to establish maximum occupancy, including but not limited to an approved means of egress from every bedroom. A follow up inspection is included in the initial fee. Any further inspections will cost \$ 35.00 each. An inspection won't occur until all required application documents have been received by the city.

Property Address 302 W AVE B Property Owner Rachael Hurst Phone 210 452-0843

Local Representative _____ Phone _____

Parking Diagram approved Yes / No

Number of occupants approved Yes / No

General Requirements:

- ☒ House numbers installed and clearly visible from street.
- ☒ Smoke alarms installed in all sleeping rooms.
- ☒ Carbon Monoxide detectors as required by fire code
- ☒ Fire Extinguisher or Sprinkler System

Sanitation:

- ☒ All plumbing fixtures connected to sanitary sewer with Approved P-traps.
- ☒ All plumbing fixtures connected to approved water supply Hot and cold water.
- ☒ No signs of mold or mildew on wall surfaces.
- ☒ No signs of infestation from rodents or insects.
- ☒ All sanitary facilities installed and maintained in safe and Sanitary condition.

Safety:

- ☒ Basement and all sleeping rooms are provided with windows Designed to meet egress standards or exterior doors
- ☒ All stairs, decks, and balconies over 30 inches in height are Provided with approved guardrails.
- ☒ Requirements of the IBC and IRC are met for dwelling units.
- ☒ Dwelling has no broken windows or doors
- ☒ No broken, rotted, split, buckled or exterior wall or roof Coverings that affect the protection of the structural elements Behind them.

Mechanical:

- ☒ Every habitable room contains at least two electrical outlets and light fixtures.
- ☒ All electrical equipment, wiring, and appliances have been installed and are in a safe manner

- ☒ Dwelling is equipped with heating facilities in operating condition.
- ☐ All solid fuel burning appliances are installed per applicable codes maintained in safe working condition.
- ☒ Dwelling has proper ventilation in all rooms and areas where fuel All fuel burning appliances are installed.

Structural:

- ☒ Dwelling has no sags, splits or buckling of ceilings, roofs, ceiling or roof supports or other horizontal members due to defective material or deterioration.
- ☒ No split, lean, list, or buckle of dwelling walls, partitions or other Vertical supports due to defective material or deterioration.
- ☐ No evidence of decay or damage to exterior stairs or decks.

Any of the above items which have been checked must be corrected and re-inspected prior to the issuance of a transient/short-term rental permit.

To request an inspection please call 432.837.3281 Building Services.

Inspected by: DAVID HALE TCFP INSPECTOR Approved [Signature] Date: 4.15.2021

Requires re-inspection _____

Approved _____ Date: _____

**William and Rachael Hurst
14006 Possum Tree
San Antonio, Texas 78216
210-452-0843**

April 6, 2021

**City of Alpine
STR Special Use Permit
100 N. 13th Street
Alpine, Texas 79830**

**RE: Windmill House
302 W. Ave. B
Alpine, Texas 79830**

Dear Sir or Madam:

As per the application process to receive an STR Special Use Permit, we are sending this letter regarding the above referenced vacation rental. Windmill House is booked through AirBnb and is a very popular location. We are considered Super Hosts with a 5-star rating. Most every review refers to the lovely décor, well-kept exterior landscaping, ample porch and patio seating and the convenient walking distance to downtown restaurants and shopping.

Windmill House is situated on .4137 acres and is a wide double lot. There is plenty of property parking and no guests have ever parked near adjacent homes. We are friends with all the neighbors and they truly appreciate how we refurbished this house which was built in 1917. Before our ownership, the house was delapidated and uninhabitable.

Alpine is a shining star of Texas and we are truly proud owners of Windmill House and love being part of its economy and tourism. Thank you for considering our permit application.

Sincerely,

Monty and Rachael Hurst

For Building Services Use Only

Date Submitted: _____ Receipt No: _____
BLD Inspection: _____ Fire Inspection: _____
Approved: _____ Not Approved: _____

City of Alpine, Texas

Short-Term Rental Special Use Permit (STR-SUP) Application

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

STR Type: ☐ Owner Occupied ☒ Single Unit Non-Owner-Occupied ☐ Multi-Unit Non-Owner Occupied

Existing/New Structure: ☒ Existing Structure ☐ New Construction

PART 1. PROPERTY INFORMATION

Street address of property

302 W. Ave B

Legal description of property (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)

Lot

See Deed

Block

Addition

Square footage of property

Number of Bedrooms & Units

Size of property lot

2

Present zoning district

Proposed use of the property

Short-Term Rental

Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official)
STR

PART 2. PROPERTY OWNER INFORMATION

Name of current property owner(s) (Use separate sheet of paper with additional owners' information if necessary)

William and Rachael Hurst

Mailing address of property owner (cannot be P.O. Box)

14001 Possum Tree

City/State/Zip code of property owner

San Antonio, TX 78232

Telephone number of property owner

210 452 0843

Email address of property owner

rachael@spigelproperties.com

PART 3. DESIGNATED OPERATOR'S INFORMATION

Name of designated operator

Same as Property Owner

Designated operator's physical address (must be located within 30 minutes of STR property)

City/State/Zip code of designated operator

Telephone number of designated operator

Email address of designated operator

PART 4. SUPPORTING DOCUMENTS**Please complete and submit the following attached documents with application**

1. ☒ **STR Local Representative Certification:** Please provide a copy of Driver's License if different from STR owner)
2. ☒ **Homeowner's Association Declaration:** See attachment
3. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete General Release of Liability waiver (See attachment)

Please submit the following documents with your application

4. ☒ **Letter:** Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood.
5. ☒ **Floor Plan:** A Sketch floor plan of the dwelling with dimensional room layout. Please identify sleeping areas, evacuation route(s) and location of fire extinguishers.
6. ☒ **Parking Requirement:** A site plan/survey of the property that indicates the maximum number of vehicles that can be legally parked on the property. Parking spaces cannot include on-street parking, sidewalks, alleys or other public rights-of-way
7. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
8. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
9. ☒ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
 - A.) The 24-hour contact information of the STR owner or local representative
 - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
 - C.) Emergency and non-emergency telephone numbers for police and fire departments
 - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

Part 5. ADDITIONAL SUPPORTING DOCUMENTS FOR COMERCIAL PROPERTIES ONLY

10. ☐ **Illumination Plan**

PART 6. ADDITIONAL SUPPORTING DOCUMENTS FOR NEW CONSTRUCTION ONLY

11. ☐ **Site Application Form B:** Application of site plan approval (Section 20, see attached Form "B") The site plan submission shall meet the requirements of Section 20.04 (A)(E) Site Plan Requirements.
12. ☐ **Letter:** Submit a letter describing conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations

PART 7. ACKNOWLEDGEMENTS

☒ All STR-SUP applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

☒ At least ten (10) before the public hearing for a STR-CUP application, the city will send written notice to all property owners within 200 feet of the STR to inform them of the use of the STR-CUP application. The notice will provide the applicant's 24-hour contact information and information about STR regulations.

☒ All public hearings will be opened, and testimony given by the applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.

☒ Any changes to a site plan (no matter how minor or major) approved with a STR-SUP can only be approved by city council through the public hearing process.

Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council, If after said period of four months an application has not been scheduled before the commission and city council said application, along with the required filing fee may be resubmitted any time thereafter for reconsideration, Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

All short-term rentals are subject to fire inspections before issuance of a STR-SUP permit. The inspections will include compliance with the 2018 International Fire Code, 2015 International Residential Code, 2015 International Building Code and all applicable City of Alpine Code of Ordinances.

After a STR-SUP is approved, all short-term rentals must register with the city annually. There is a \$100 annual registration fee.

All short-term rentals are required to pay a hotel occupancy monthly or quarterly to the City of Alpine. Failure to register and pay for HOT taxes is grounds for revocation of a STR-SUP.

I have read and understand all of the requirements as set forth by the application for a Short-Term Rental Special Use Permit and acknowledge that all requirements of this application have been met at the time of submittal.

PART 7. SIGNATURE TO AUTHORIZE FILING OF A STR-SUP (ALL PROPERTY OWNERS MUST SIGN, SUBMIT AN ADDITIONAL SIGNATURE PAGE IF NECESSARY)

Rachael Hurst

Print Property Owners Name

Rachael Hurst

Property Owners Signature

The State Of Texas

County Of Bexar

Before Me

Lynda Jane Wallis

(Notary)

on this day personally appeared Rachael Hurst

(Applicant)

Known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

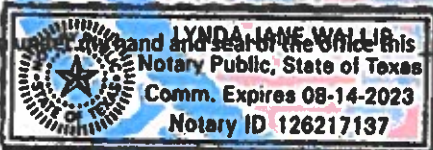
(Seal) Given

under my hand and seal of the office this

16

day of April

A.D. 2021



Lynda Jane Wallis
Notary in And for State of Texas

William Hurst

Print Property Owners Name

William Hurst

Property Owners Signature

The State Of Texas

County Of Bexar

Before Me

Lynda Jane Wallis

(Notary)

on this day personally appeared William Hurst

(Applicant)

Known to me (or proved to me on the oath of card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

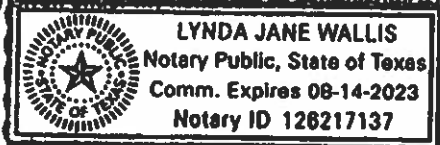
(Seal) Given

under my hand and seal of the office this

16

day of April

A.D. 2021



Lynda Jane Wallis
Notary in And for State of Texas

Added

Office Use Only
Received Date: 4/6/21
By: [Signature]



SHORT TERM RENTAL REGISTRATION

- New Registration or Change of Information?
- ☒ New Registration
- ☐ Change of Information

SECTION I: PROPERTY INFORMATION

• PROPERTY NAME

Windmill House

• STREET ADDRESS

302 W. Ave. B, Alpine, Texas

Address, City, State, Zip

LEGAL DESCRIPTION

See General Warranty Deed

Addition, Block, Lot

• TOTAL NUMBER OF RENTAL UNITS

One house

Number of separate rental units in building (capacity for multiple stays simultaneously)

SECTION II: OWNER INFORMATION

A. INDIVIDUAL OWNERSHIP

Please fill out this section if you own and operate the Short Term Rental (STR) individually and not through an officially established business. If you operate this STR through an established business, skip to section B. You are **REQUIRED** to fill out either Section A or Section B.

OWNER FIRST NAME

William an Rachael

OWNER LAST NAME

Hurst

PHONE

2104520843

MAILING ADDRESS

14006 Possum Tree Rd

Address, City, State, Zip

EMAIL

alpinewindmillhouse@gmail.com

B. CORPORATE OWNERSHIP

OWNERSHIP FORM

Other (Please Explain)

- ☐ Partnership
☐ Corporation
☐ LLC
☐ Other (Please Explain)

If you selected "other" under Ownership Form, please explain here.

BUSINESS NAME

CONTACT FIRST NAME

Rachael

CONTACT LAST NAME

Hurst

PHONE

2104520843

This is generally the business owner or manager

MAILING ADDRESS

14006 Possum Tree Rd

Address, City, State, Zip

EMAIL

alpinewindmillhouse@gmail.com

SECTION III: PROPERTY MANAGER

Fill out this section if you have a Property Manager who is different than the Owner

PROPERTY MANAGER FIRST NAME

PROPERTY MANAGER LAST NAME

PHONE

Ex. (123) 456-7890

MAILING ADDRESS

EMAIL

rachael@spigelproperties.com

Address, City, State, Zip

TERMS OF ACCEPTANCE & SIGNATURE

I acknowledge that all information supplied above is true and correct to the best of my knowledge or belief. I further acknowledge that the Short Term Rental that I own is subject to all provisions of the orders and ordinances of Alpine, and all of the provisions of the codes, statutes, and rules adopted under the codes and statutes of the State of Texas regarding Short Term Rental establishments. I acknowledge that as a Short Term Rental owner I am responsible for the payment of Hotel Occupancy Taxes amounting to 7% per stay. I understand that payment of Hotel Occupancy Taxes is payable to the City of Alpine.

* ELECTRONIC SIGNATURE

Rachael Hurst

Please type your first and last name

* Date

04/06/2021

Format: MM/DD/YYYY

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.



SHORT TERM RENTAL REGISTRATION

SECTION I: PROPERTY INFORMATION

* PROPERTY NAME

Alpine Windmill House

* STREET ADDRESS

302 W. Avenue B, Alpine, Texas 79830

Address, City, State Zip

LEGAL DESCRIPTION

Addition, Block, Lot

* TOTAL NUMBER OF RENTAL UNITS

One house.

Number of separate rental units in building (capacity for multiple stays simultaneously)

SECTION II: OWNER INFORMATION

A. INDIVIDUAL OWNERSHIP

Please fill out this section if you own and operate the Short Term Rental (STR) individually and not through an officially established business. If you operate this STR through an established business, skip to section B. You are **REQUIRED** to fill out either Section A or Section B.

OWNER FIRST NAME

William and Rachael

OWNER LAST NAME

Hurst

PHONE

210-452-0843

MAILING ADDRESS

14006 Possum Tree, San Antonio, Texas 78232

Address, City, State Zip

EMAIL

alpinewindmillhouse@gmail.com

B. CORPORATE OWNERSHIP

OWNERSHIP FORM

Other (Please Explain)

- ☐ Partnership
☐ Corporation

CITY OF ALPINE
STR LOCAL REPRESENTATIVE CERTIFICATION

☒ **New** ☐ **Change**

24-hour Representative: The short-term rental owner and designated representative's name, physical address, email address and phone number must be provided to the City upon permit application and annual renewal. The information shall be kept current at all times. The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants. A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes, and if requested they must respond. If there is a change in the designated representative the property owner must immediately submit to the City the name and contact information of the new representative.

Short-Term Rental Address: 302 W. Ave B.

Property Owner Name: William and Rachael Hurst

Local Representative:

Name: Steve Stumberg **Telephone:** 432-294-0499

Physical Address: 2705 Gray **Email:** stevestumberg@

Mailing Address: P.O. Box 732, Alpine, TX 79831 outlook.com

Local Representative Responsibilities:

- The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants.
- A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes.
- If there is change in the designated representative the property owner must submit to the City the name and contact information of the new representative.
- Neighbor Notice: The City shall provide an initial mailing or email to neighbors within a 200-foot radius of the short-term rental property address. The notice shall contain the owner and representative contact information, a parking plan, and the city website address where the information is also posted. The neighbors and the city shall be immediately informed whenever there is a change in contact information.

By signing below, the local representative acknowledges that he/she has read, fully understands and agrees to comply with the responsibilities outlined above. Please provide a copy of Driver's License if different from STR property owner.

Local Representative Signature: Steve Stumberg **Date:** 4/9/21

Property Owner's Signature: Rachael Hurst **Date:** 4/12/21

REDACTED DL

CITY OF ALPINE
STR HOMEOWNER'S ASSOCIATION DECLARATION

I DECLARE the homeowner's association for which this property belongs allows transient rental /short-term rental dwellings.

(Property Address)

(Managing HOA Representative Signature)

Date: _____

OR

I DECLARE there is no Homeowners Association requirement for this property.

302 W. Ave B
(Property Address)

Rachael Hurst William King
(STR Owners Signature)

Date: 4-12-21

CITY OF ALPINE
STR PROOF OF PROPERTY INSURANCE

☒ I declare that I have obtained short-term-rental insurance or an insurance policy that specifically states it includes short-term-rentals for the property listed on my STR-SUP application. I have attached proof of this insurance policy to my STR-SUP application.

Barbara Hurst
Property Owner's Signature

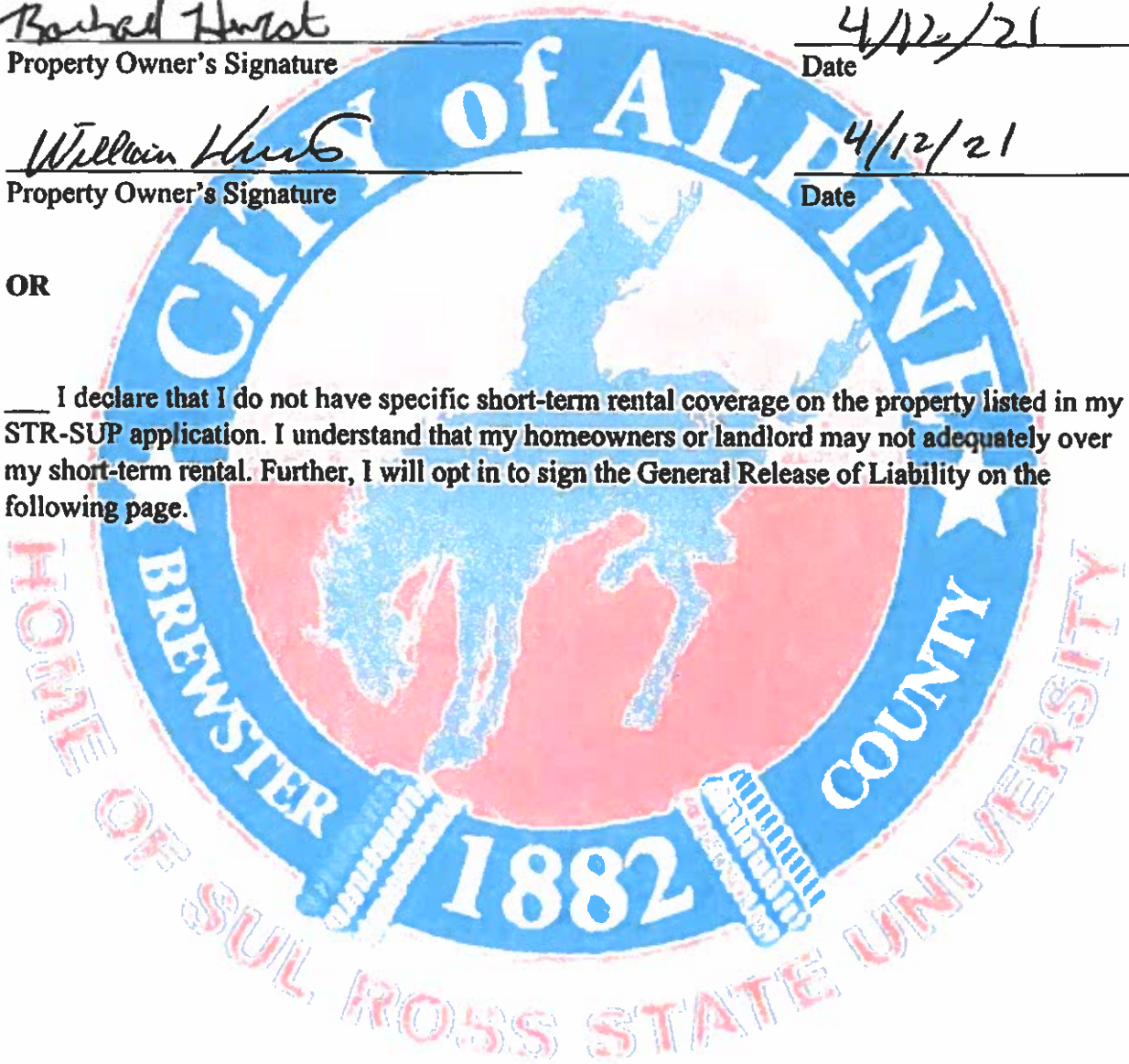
4/12/21
Date

William Hurst
Property Owner's Signature

4/12/21
Date

OR

 I declare that I do not have specific short-term rental coverage on the property listed in my STR-SUP application. I understand that my homeowners or landlord may not adequately over my short-term rental. Further, I will opt in to sign the General Release of Liability on the following page.





9800 Fredericksburg Road
San Antonio, Texas 78288

RACHAEL L CURRAN-HURST AND WILLIAM M HURST
302 W AVENUE B
ALPINE, TX 79830

April 6, 2021

Reference: Existing USAA Homeowners Insurance Policy Summary

We're writing to provide the following summary of the USAA homeowners policy:

| | |
|----------------------------------|---|
| Effective date of policy: | October 13, 2020 12:01 a.m. local time |
| Policy expiration date: | October 13, 2021 12:01 a.m. local time |
| Policy location: | 302 W AVENUE B, ALPINE, TX 79830 |
| Policy number: | CIC 004834382 95A |
| Named Insured: | RACHAEL L CURRAN-HURST AND WILLIAM M HURST |

Description of coverage(s)

| | |
|-----------------------------|-------------|
| Dwelling coverage: | \$266,000 |
| Home Protector: | Included |
| Personal belongings: | \$199,500 |
| Personal liability: | \$1,000,000 |
| Medical payments: | \$5,000 |

Deductible(s)

| | |
|--------------------------|-----------------|
| All other perils: | 1.00% (\$2,660) |
| Wind and hail: | 1.00% (\$2,660) |

Revised Annual Premium: \$1,163.01

Your Home Protector coverage, if included, provides you an additional 25% of dwelling coverage. Policy terms, conditions and exclusions apply.

Notification to Additional Interest Upon Cancellation

If this policy is canceled or not renewed, the mortgagee/lender will be properly notified at least 10 days before the date cancellation or nonrenewal takes effect.

If you have questions about the changes to the policy, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. As always, we appreciate the opportunity to serve you.

Thank you,
USAA Casualty Insurance Company

GENERAL RELEASE OF LIABILITY

Wes, William and Rachel Hurst, of 302 W. Ave B
Short Term Rental Operator Street Address

Alpine, TX, 79830 (Hereinafter the "Releasor") have agreed
City State Zip
to this General Release of Liability ("Agreement") for no payment or consideration.

THEREFORE under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge City of Alpine, of 100 N. 13th Street, Alpine, Texas, 79830 (Hereinafter the "Releasee") including their agents, employees, successors, and assigns, personal representatives, affiliates successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims demands, damages. Actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages that may develop in the future, as a result or in any way relating to the undersigned's decision, as a Short Term Rental Operator in Alpine, to opt out of purchasing liability insurance for the Operator's Short Term Rental.

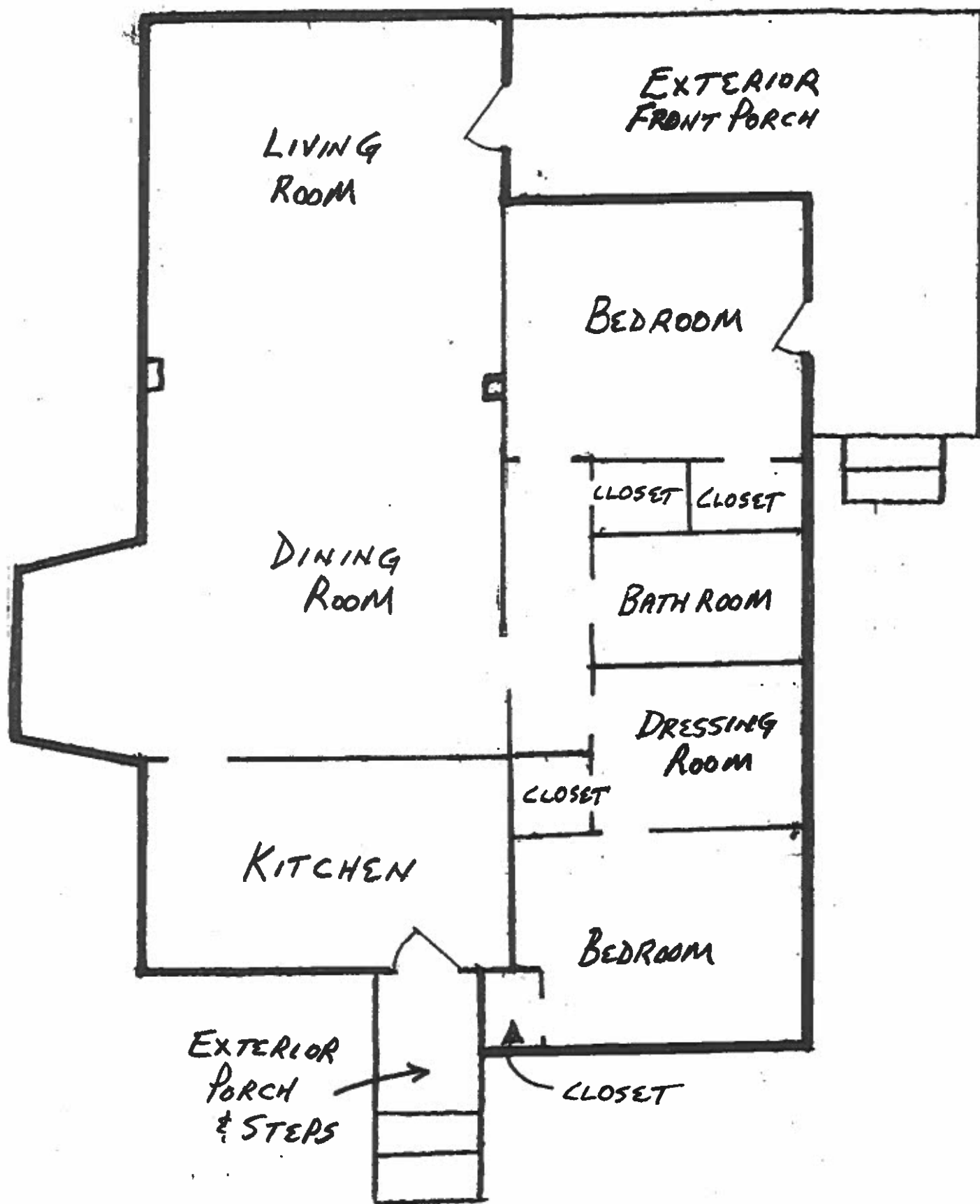
It is understood and agreed that this Agreement is made and received in full and complete settlement and satisfaction the causes of action, claims, and demands mentioned herein; that this Release contains the entire Agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors, and assigns. This release shall be subject to and governed by the laws of the State of Texas.

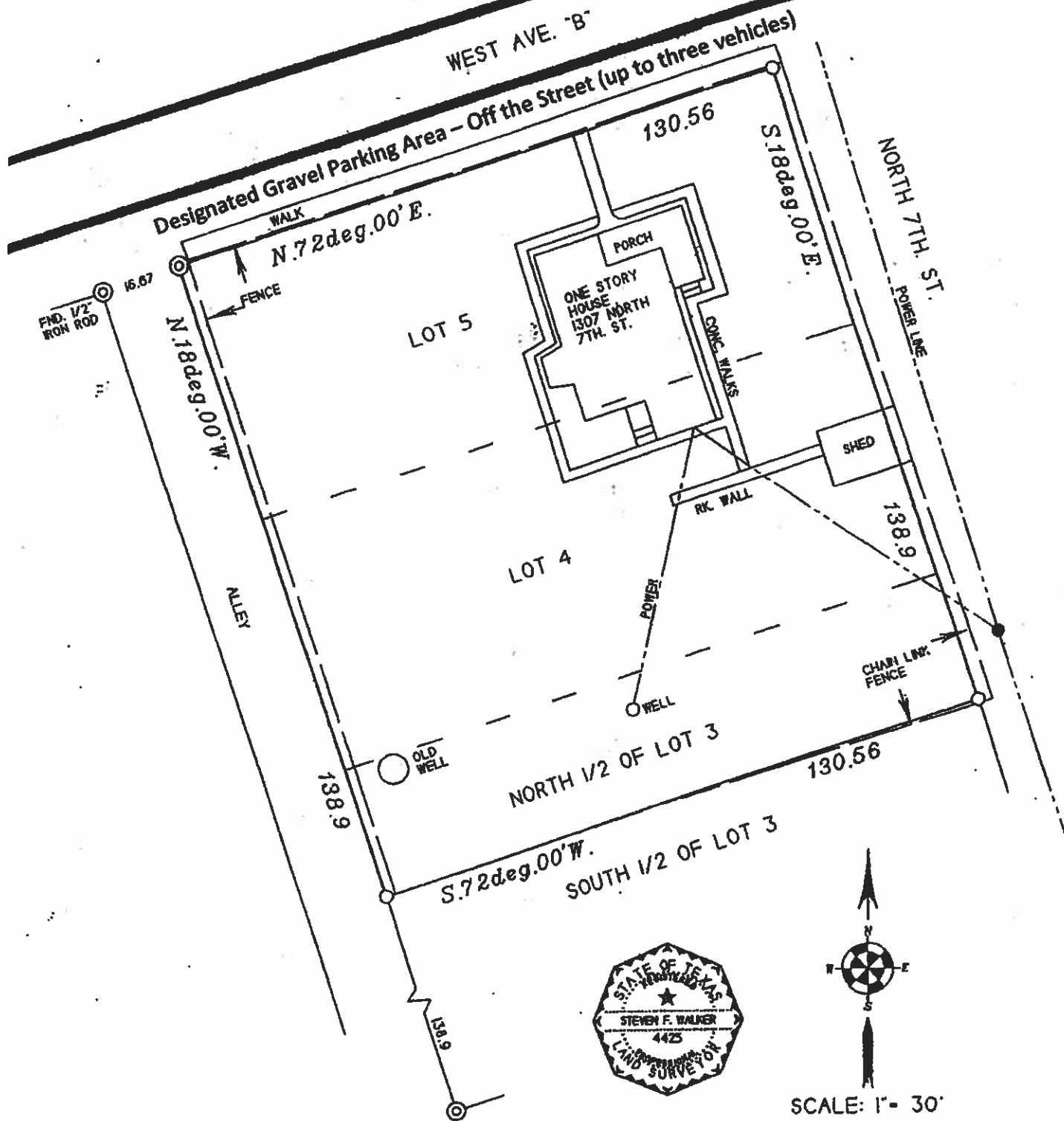
This Release has been read and fully understood by the undersigned and has been explained to me.

EXECUTED this 12th day of April, 2021.
Day Month Year

Releasor's Signature: Rachel Hurst
William Hurst

Releasor's Printed Name: Rachel Hurst
William Hurst





PLAT of a survey of the North 1/2 of Lot 3 and all of Lots 4 and 5. Block 34. Original Townsite of Alpine. as per a plat on file in Envelope #184. Plat Records. in the office of the County Clerk. Brewster County. Texas

REDACTED DL

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.

GENERAL WARRANTY DEED

Effective Date: October 14, 2015

Doc# 99070

Grantor: GERALD ECKLEY, PETE PETERSON and J. ROBERT STOVELL, Co-Trustees of the ROBERT POSEY JR. REVOCABLE TRUST

Grantor's Mailing Address: P.O. Box 1372
Alpine, TX 79831
Brewster County, Texas

Grantee: WILLIAM HURST and RACHAEL HURST

Grantee's Mailing Address: 14006 Possum Tree Rd
San Antonio, TX 78232-4959
Bexar County, Texas

COPY

Consideration: Cash and other valuable Consideration

Property (including any improvements):

The North Half (N/2) of Lot Three (3) and all of Lots Four (4) and Five (5), Block Thirty-four (34), ORIGINAL TOWN OF ALPINE, Brewster County, Texas, as the same appears in the Plat on file in Envelope #184, Map/Plat Records on file in the office of the County Clerk of Brewster County, Texas. Said Lots being more particularly described in a Plat of the survey attached hereto as Exhibit "A", dated August 3, 2015, and prepared by Steven F. Walker, R.P.L.S. No. 4425, which Exhibit is made a part of this instrument by reference and incorporated herein for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Subject to validly existing easements and rights-of-way, whether of record or not; any encroachments, protrusions, or overlapping of improvements; mineral interests outstanding in persons other than Grantor, if any; and taxes for 2015, which have been prorated and adjusted in cash as of the date hereof and which Grantee assumes and agrees to pay

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty

When the context requires, singular nouns and pronouns include the plural

GENERAL WARRANTY DEED

GERALD ECKLEY et al, Co-Trustees of the ROBERT POSEY JR. REVOCABLE TRUST - Grantor
WILLIAM HURST and RACHAEL HURST - Grantor
INDIVIDUAL GRANTOR SIGNATURE PAGE

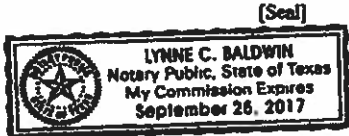
EXECUTED by Grantor as of the Date first above written.


GERALD ECKLEY,
Co-Trustee of the ROBERT POSEY JR. REVOCABLE TRUST

(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF BREWSTER §

This instrument was acknowledged before me on October 11, 2015, by GERALD ECKLEY, Co-Trustee of the ROBERT POSEY JR. REVOCABLE TRUST, in his fiduciary capacity on behalf of the Beneficiary of said Trust.




Notary Public, State of Texas

GENERAL WARRANTY DEED

GERALD ECKLEY et al, Co-Trustees of the ROBERT POSEY JR. REVOCABLE TRUST - Grantor
WILLIAM HURST and RACHAEL HURST - Grantee
INDIVIDUAL GRANTOR SIGNATURE PAGE

EXECUTED by Grantor as of the Date first above written.

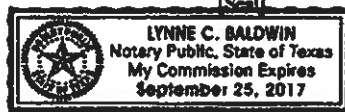


PETE PETERSON,
Co-Trustee of the ROBERT POSEY JR. REVOCABLE TRUST

(Acknowledgment)

STATE OF TEXAS §
 ss
COUNTY OF BREWSTER §

This instrument was acknowledged before me on October 14, 2015, by PETE PETERSON, Co-Trustee of the ROBERT POSEY JR. REVOCABLE TRUST, in his fiduciary capacity on behalf of the Beneficiary of said Trust.



[Seal]


Notary Public, State of Texas

GENERAL WARRANTY DEED

GERALD ECKLEY et al, Co-Trustees of the ROBERT POSEY JR. REVOCABLE TRUST - Grantor
WILLIAM HURST and RACHAEL HURST - Grantee
INDIVIDUAL GRANTOR SIGNATURE PAGE

EXECUTED by Grantor as of the Date first above written.



J. ROBERT STOVELL,
Co-Trustee of the ROBERT POSEY JR. REVOCABLE TRUST

(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF BREWSTER §

This instrument was acknowledged before me on October 14, 2015, by J. ROBERT STOVELL, Co-Trustee of the ROBERT POSEY JR. REVOCABLE TRUST, in his fiduciary capacity on behalf of the Beneficiary of said Trust.

[Seal]

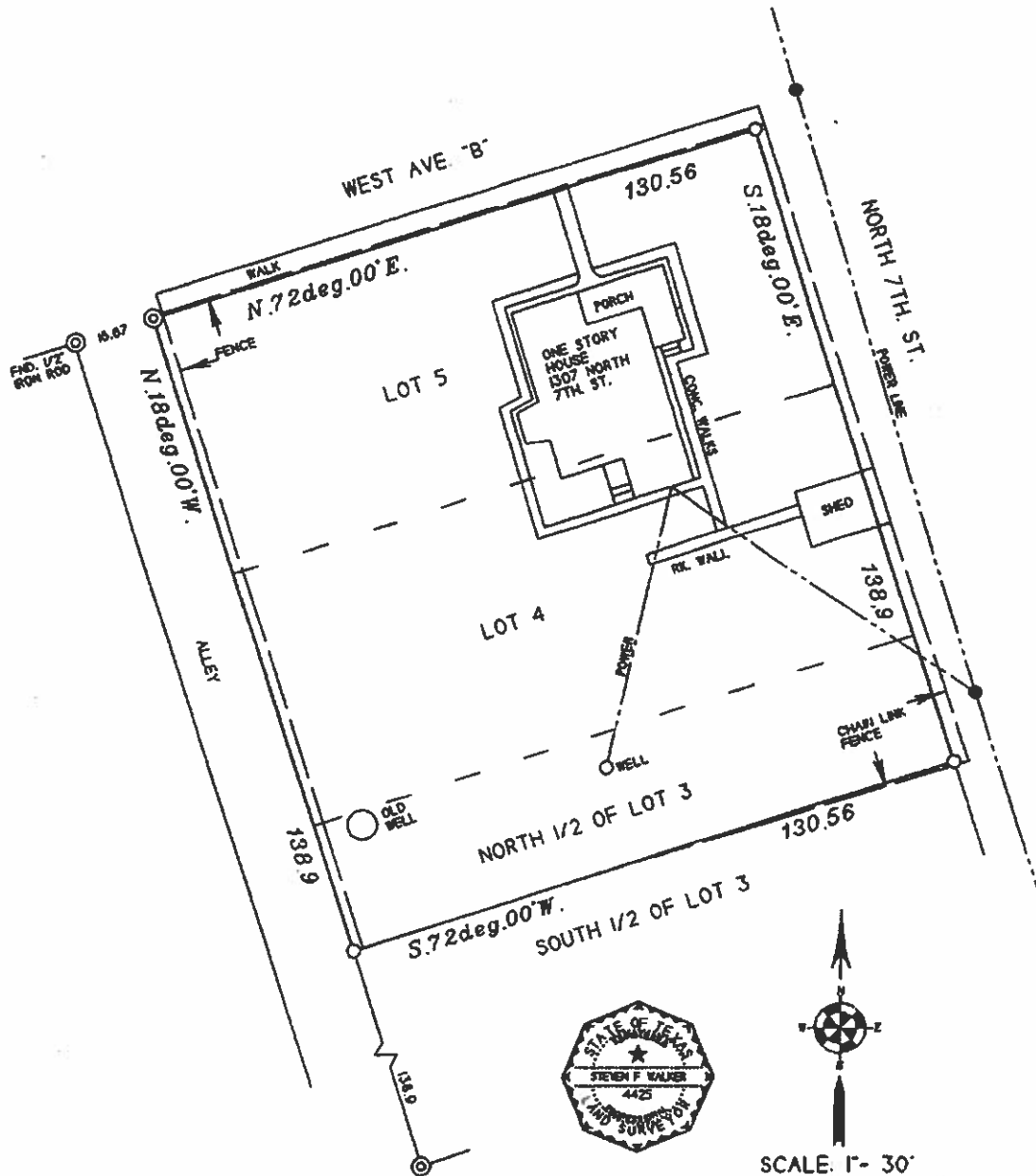

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BIG BEND TITLE, LLC
P.O. BOX 813
FORT DAVIS, TX 79734
GF# 7959-15-B

PREPARED IN THE LAW OFFICE OF:

JOSEPH P. JAMES
ATTORNEY AT LAW
P.O. BOX 2013
FORT DAVIS, TX 79734



PLAT of a survey of the North 1/2 of Lot 3 and all of Lots 4 and 5, Block 34, Original Townsite of Alpine, as per a plat on file in Envelope #184, Plat Records, in the office of the County Clerk, Brewster County, Texas

- BEARINGS ARE BASED ON THE RECORD WEST LINE OF THE EAST 1/2 OF BLOCK 34
- - 1/2" IRON ROD AND CAP MARKED "WALKER 4425" SET
 - ⊙ - ROUND CONCRETE PILLARS FOUND

ACCORDING TO THE FIRM MAP, COMMUNITY-PANEL NUMBER 480085 0002 B, DATED NOVEMBER 18, 1990, THIS TRACT IS IN ZONE X, AREAS OUTSIDE THE 500 YEAR FLOODPLAIN

I hereby certify that this plat represents the results of an actual survey on the ground made by me and that the lines and corners found or set are true and correct to the best of my knowledge and belief.

Steven F. Walker
 Steven F. Walker
 Registered Professional Land Surveyor #4425
 Date August 3, 2015

WALKER LAND SURVEYING
 405 E Ave. "B"
 Alpine, TX
 79830
 432-837-7272
 FIRM NO 10097800

EXHIBIT A

Doc# 99070
Pages 5
10/14/2015 12:50PM
Filed & Recorded in
Official Records of
BREWSTER COUNTY
BERTA RIOS-MARTINEZ
COUNTY CLERK
Fees \$42.00

STATE OF TEXAS
COUNTY OF BREWSTER
I hereby certify that this Instrument was
FILED on the date and at the time stamped
hereon by me and was duly RECORDED in the
Volume and Page of the Official Public
Records of Brewster County, Texas
VOL 316 PAGE 189

RECORDED : 10-13-2015

Berta Rios-Martinez
County Clerk, Brewster County, Texas

**The Windmill House
302 W. Avenue B
Alpine, Texas 79830**

Check-In:

- **Key to the house** is in a lockbox on the door to left of the front porch from the entry steps. The lockbox code is _____. This key is for the other front door that is directly to the right of the entry steps. A second key is located in house on the table underneath the windmill on the wall.

Information:

- **WIFI Password:** _____ (WIFI network begins with "hug")
- **Satellite TV.** Front living room and back bedroom has a TV with separate remote controls. Once powered on, hit the Satellite button "SAT" to operate the channel menus, etc.
- The bathroom includes bar soap, shampoo, conditioner, and lotion. For the ladies, please use the provided make-up removal wipes on your faces instead of the white towels and washcloths. Blow dryer is under the sink.
- The living room couch is a queen fold-out. Sheets, blanket and pillow for the fold-out can be found in the hall closet.
- Coffee (caffeinated), tea, creamers, sugar and sugar substitutes provided in the kitchen.
- Keep house locked when not occupied.
- In case of an emergency, call 911. Alpine Police Department's non-emergency number is 432-837-3486. There is a fire extinguisher on the floor of the hall closet. See Weather Channel on tv or online for severe weather warnings.
- For emergency issues with the house call 210-452-0843.
- No smoking in the house.

Departure:

- Check out time is 11:00 am
- Place all towels in the bathtub.
- Leave all beds that were slept in unmade.
- Remove any food or drinks you stored in the kitchen.
- Take all trash to the neighborhood dumpster. It is in the alley towards 8th street (west).
- Lock up house and return keys to lockbox.