

Date Received: 9/11/23

CITY OF GLEN ROSE

Code Enforcement Office

254-897-9373

Fax: 254-897-7989

CERTIFICATE OF APPROPRIATENESS APPLICATION

Completed package must be received at least three weeks prior to the next scheduled Board meeting in order to be placed on the agenda for review and vote. Attach additional description pages to give full details, if needed.

Property Owner	Applicant/Tenant/Owner's Representative
Name <u>SUE A. McDONALD</u>	Name <u>Same</u>
Address <u>G.R. TX 76043</u> <u>706 NE. BARNARD ST</u>	Address
Phone	Phone
Email	Email

Property Address <u>FRUIT SUBDIVISION</u> <u>SAME</u> <u>LOTS 1+2</u>	Legal Description
Present Use <u>RESIDENCE</u>	Built Circa
Proposed Use <u>RESIDENCE</u>	Current Zoning

Architect or Contractor Name GLEN ROSE OUTDOOR LIVING ^{owned by} HERSHY & SONS

Address 255 HCR 4115 ITASCA TX 76055 & Phone 817-774-1005

Proposed Work/Design Description 10x20 deck already Built

<input type="checkbox"/> Scale Drawings with Dimensions Attached	<input checked="" type="checkbox"/> Photos Attached	<input type="checkbox"/> Current	<input type="checkbox"/> Historic
<input type="checkbox"/> Material Sample(s) Attached	<input type="checkbox"/> Rendering of Signage Attached		

I hereby certify that this information is correct to the best of my knowledge, and that the said work will be done in conformance with all submissions herein set forth and in compliance with the City of Glen Rose's Historic District Ordinances and Building Codes. I understand that falsifying information may result in nullification of this request.

Owner's Signature Sue McDonald Applicant's Signature Same

Denied Approved Conditions _____

X _____ X _____ X _____
Preservation Board Chair Preservation Board Officer City Building Official

THIS IS NOT A BUILDING PERMIT AUTHORIZING ANY CONSTRUCTION OR REMODELING. CONTACT THE CODE ENFORCEMENT OFFICE PRIOR TO THE START OF ANY WORK. THIS COA BECOMES NULL AND VOID OF AUTHORIZED WORK IS NOT COMMENCED WITHIN 180 DAYS.

Re: Ms. Sue McDonalds deck

Irene Miller <irene.glenroseoutdoors@gmail.com>

Tue 9/12/2023 11:04 AM

To: Jodi Holthe <jodi.holthe@glenrosetexas.org>

 2 attachments (4 MB)

20230911_144514.jpg; 20230911_144458.jpg;

Hello, Ms. Jodi.

I don't know why my email isn't sending more than 2 pix at a time, so I apologize for how scattered they are.

Ms. Sue's deck does NOT have a roof, although the one behind it can give the illusion of one.

As I stated earlier, this deck falls well within the specs she gave me; at least 20" (this ones 22"+) from each corner, and no wider than her existing one. So the deck she bought is a 10x20 with Danish brown stain.

It also falls into the historical category of being massively solidly built, vs. the flimsy-ness of so many modern things.

Her current deck is badly out of level and has warping boards. Our deck will be installed with proper leveling.

If you have any questions, feel free to ask!

Regards

Irene Miller

GlenRose Outdoor Living

On Tue, Sep 12, 2023, 10:39 AM Irene Miller <irene.glenroseoutdoors@gmail.com> wrote:

On Tue, Sep 12, 2023, 10:37 AM Irene Miller <irene.glenroseoutdoors@gmail.com> wrote:

On Tue, Sep 12, 2023, 10:31 AM Irene Miller <irene.glenroseoutdoors@gmail.com> wrote:

On Tue, Sep 12, 2023, 10:30 AM Irene Miller <irene.glenroseoutdoors@gmail.com> wrote:







Galaxy S23
September 11, 2023 2:44 PM



Galaxy S23
September 11, 2023 2:45 PM



Galaxy S23
September 12, 2023 10:11 AM



Galaxy S23
September 12, 2023 10:11 AM



Galaxy S23
September 12, 2023 10:10 AM



Galaxy S23
September 12, 2023 10:10 AM

ORDER FORM



255 HCR 4115
Itasca, TX 76055

Phone: 817-774-1005
Email: hershy@ernypeople.net

Salesperson	Irene Miller
Date	September 11, 2023
Estimated Delivery Date	
Contract #	2394464099

DELIVERY ADDRESS

Address	706 NE Barnard St
City, State, Zip	Glen Rose, TX 76043-4900
County	

CUSTOMER

Name	Sue McDonald
Email	sister_sue@swbell.net
Primary Phone	254-269-0078

BILLING ADDRESS

Address	706 NE Barnard St
City, State, Zip	Glen Rose, TX 76043-4900

STRUCTURE

Size	10x20 brown lot inventory
Style	10x20 lot stock
Material/Roof Material	Wood/No Roof
Roof/Siding/Trim Colors	----/----/
Serial Number	2394464099
Height	----
Deck Stain	----

ITEMIZATION

1	Hershy and Sons #2394464099	\$4,353.00
	10x20 brown lot inventoryx----- 10x20 lot stock ----/----/----- Wood/No Roof	
1		\$0.00
TOTAL PRETAX COST		\$4,353.00

NOTES

Is there a fence around your property?	No
Do you have concerns about access?	No
10x20 danish brown lot inventory	

LAWN, LANDSCAPE & PROPERTY WAIVER By signing below, I understand and agree that Russellville Rentals LLC and Hershy and Sons assume no responsibility for damage to the lawn, landscape, or any property that may occur during the delivery process. In addition, I guarantee that I will or have received permission to use and assume responsibility for any damage to the adjacent lawn, lawns, landscapes, or property that will be used to affect the delivery of the above products. I, the customer, am responsible for any code restraints or permits. The manufacturer is not responsible for the warping, cracking, or splitting of wood. Additional terms and conditions may apply based on the product being purchased, or the financing option used.

10X20 deck -
is at least 22"
from each end of
house, & the same
width as existing
deck
Irene Miller

~~Does not include vertical posts & crossbars for windows on side~~
Sue A. McDonald
Date Signed: 09/11/2023



P.O. Box 120, Woodleaf, NC 27054
 Phone: 855-250-1524
 Fax: 704-748-0048
 office@russellvillenterals.net

Contract # 2394464099
 Contract Date 09/11/2023

Customer Name Sue McDonald Primary Phone 254-269-0078
 Additional Customer N/A Secondary Phone N/A
 Email sister_sue@swbell.net

Physical Address 706 NE Barnard St Mailing Address (same as physical address)
 City Glen Rose State TX City N/A State N/A
 Zip Code 76043-4900 County N/A Zip Code N/A County N/A
 Country US Sales Tax Rate 8.25%

Reference (not living at same address) Name: Cathrine Reiber Phone: 214-437-7811

RENTAL-PURCHASE AGREEMENT – TEXAS

In this Agreement, "we," "us," and "our" means Russellville Rentals LLC as Lessor. "You" and "your" means the person(s) signing this Agreement as the Lessee/Rental Customer. "Agreement" means this Rental-Purchase Agreement. "Property" means the rental Property described below.

DISCLOSURES

The following information is hereby disclosed to you pursuant to the Texas Rental-Purchase Agreement statutes, V.T.C.A., Bus. & C. § 92.001, et seq., and is to be considered a part of the terms and conditions of this Agreement.

1. Description of Property:

Size	<u>10x20 brown lot inventory</u>	Roof Material	<u>No Roof</u>	Material	<u>Wood</u>
Style	<u>10x20 lot stock</u>	Roof Color	<u>----</u>	Original Manufacturer	<u>Hershy and Sons</u>
Condition	<u>New</u>	Siding Color	<u>----</u>	Serial Number	<u>2394464099</u>
(if used, note condition)	<u>N/A</u>	Trim Color	<u>----</u>	Term Length	<u>48 months</u>

2. Cash Price (not including sales tax) as of the date of this Agreement \$4,353.00 *Taxes are subject to changes in the tax rate.

3. Customer Reserve Account (Optional): If you choose, you can reduce the amount of your monthly rental payment by depositing money into your Customer Reserve Account ("CRA"). You can apply funds in your CRA to your early purchase option (Item 8). If you return the Property, we will refund to you within 20 days the funds in your CRA less any amount you owe us as of the date of return of the Property. If you deposit \$0.00 into your CRA, this will reduce your rental payment as shown below:

Rental Payment Without CRA	<u>\$181.38</u>	, + sales tax	<u>\$14.96</u>	, + LDW	<u>\$0.00</u>	, = TOTAL	<u>\$196.34</u>
Rental Payment With CRA	<u>\$181.38</u>	, + sales tax	<u>\$14.96</u>	, + LDW	<u>\$0.00</u>	, = TOTAL	<u>\$196.34</u>

4. Initial Payment: Payment required at the commencement of this Agreement.

a. Initial Rental Payment	<u>\$181.38</u>
b. Initial Sales Tax	<u>\$14.96</u>
c. Liability Damage Waiver (Optional)	<u>\$0.00</u>
d. Security Deposit	<u>\$196.34</u>
e. Customer Reserve Account (Optional)	<u>\$0.00</u>
f. Zone Haul Fee (Optional)	<u>\$0.00</u>
g. Total Initial Payment	<u>\$392.68</u>

Contingent on approval by Glen Rose Preservation Board
J Rene Meller
 via Cash at Dealer

5. Rental Term and Payment Schedule: This Agreement is for an initial term of one (1) month. After the initial term, you have three options: (a) renew this Agreement for terms of one (1) month by making rental payments in advance for each month you desire to keep the Property; (b) purchase the Property (see Item 8); or (c) voluntarily surrender or return the Property to us, in good repair, reasonable wear and tear excepted, along with any past due rental payments and other charges as of the date of return.

6. Late Fee/Reinstatement Fee: If you fail to make a renewal payment within seven (7) days after the renewal date, you must pay a late fee of \$10.00.

7. Cost to Acquire Ownership: If you renew this Agreement each month for 48 months (including initial payment) and otherwise comply with this Agreement, we will apply the balance in your Customer Reserve Account, plus sales tax, and you will own the Property. You will have paid a Total Cost of \$8,706.00. This Total Cost does not include Liability Damage Waiver, sales tax, late fees/reinstatement fees, returned check fees, pickup and/or redelivery fees, or any other fees associated with default. You should read this Agreement for an explanation of those fees.

Customer Signature: Sue A McDonald Date Signed: 09/11/2023

8. **Early Purchase Option:** At any time after payment of the initial payment, you may obtain ownership of the Property by paying 50% of the difference between the Total Cost, set forth in paragraph 7 and the total amount of rental payments paid on your account (exclusive of taxes, reinstatement fees, and other charges).
9. **Loss of or Damage to the Property:** We do not carry insurance on the Property, and you are responsible for the Property if it is lost, stolen, damaged in excess of normal wear and tear, or destroyed. In such case, your liability will not exceed the fair market value of the Property as of the time it is lost, stolen, damaged, or destroyed. The maximum amount for which you are liable is \$4,353.00. You shall obtain and maintain during the term of this Agreement, at your expense, property insurance in an amount at least equal to the cash price of the Property (shown in paragraph (2) listed on page 1) which shall insure against loss, theft, damage, or destruction of the Property. You are responsible for maintaining the Property in good condition while it is in your possession, such that the Property shall be in good working order and protected from damage beyond normal wear and tear. You are not required to purchase said insurance from us or from any insurer owned or controlled by us. The insurance must be in your name and we must be shown as additional insured and loss payee. You can cover some of your liability by choosing our optional LDW (see item 13).
10. **Warranty:** If any part of the manufacturer's express warranty covers the Property at the time you acquire ownership of the Property, the warranty shall be transferred to you, if allowed by the terms of the warranty.
11. **Other Charges:** The total of payments does not include other charges such as:
- | | |
|---------------------------------------|----------------|
| a. Late Fees/Reinstatement Fee | <u>\$10.00</u> |
| b. Liability Damage Waiver (Optional) | <u>\$8.00</u> |
| c. Returned Check Fees | <u>\$30.00</u> |
12. **No Ownership during Lease Term:** The Property is owned by Russelville Rentals LLC. You will not obtain ownership of the Property until you have made the number of payments and the total of payments necessary to acquire ownership or exercise your early purchase option. This Agreement is not to be construed as a security interest in the Property described in paragraph (1).
13. **Loss Damage Waiver "LDW" (Optional):** This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the Property. You do not have to purchase this coverage. Before deciding whether or not to purchase this loss damage waiver, you may consider whether your homeowners' or casualty insurance policy affords you coverage for loss of or damage to rental property and the amount of the deductible you would pay under your policy. A LDW is not insurance. If you choose this option, by paying a monthly fee of \$8.00, you will not be liable for loss of or damage to the Property from fire, storm, flood, or other acts of God, provided you have paid all payments owed and the monthly LDW fee. Unless you exercise the early purchase option, set forth in paragraph 8, or you fail to timely pay rental payments, you will pay a total amount of \$0.00 over the 48 month term of this Agreement. The LDW EXCLUDES the following: (1) loss or damage to the Property that is caused by an unexplained disappearance or abandonment of the Property; (2) damage that is intentionally caused by you; and (3) damage that results from your willful or wanton misconduct.

By your initial iam you decline coverage.

14. **Security Deposit:** When you sign this Agreement, you shall pay us a security deposit in the amount of \$196.34 to be held by us as security for your performance of all terms of this Agreement, including, but not limited to, payment of charges related to the pickup and/or redelivery. When this Agreement expires, we will return the security deposit to you, without interest, within 20 days, less any amounts that you still owe us for past due charges. Such deposit (or such part thereof as has not been applied to remedy your default) shall be refunded only on the expiration of the terms of this Agreement if you have not been late on rental payments for more than 3 times, and if all of your obligations have been performed or discharged and you exercise your option to purchase. We may from time to time use the proceeds of your deposit to apply toward any breach you have made regarding the terms of this Agreement, and in the event of such application, upon our demand, you shall restore the deposit to its original amount. **Optional Zone Haul Fee:** If utilized, you agree that one half of this zone haul fee goes to the driver to deliver this item and the other half equal to the amount of \$0.00, will be held as a non-refundable deposit. In the event you decide to obtain ownership (item 7 or 8) it will be applied towards payoff.
15. **Termination:** You may terminate this Agreement without penalty by voluntarily surrendering or returning the Property to us in good repair, ordinary wear and tear excepted, upon expiration of any lease term along with any past due rental payments.
16. **Reinstatement:** If you fail to make a timely rental payment you have the right to reinstate this Agreement without losing any rights or options previously acquired, if you return or voluntarily surrender the Property to us within 15 days after the date the payment was due. If the Property is returned to us, other than through judicial process, within 15 days after the date payment was due, the reinstatement period shall be extended for a period of not less than thirty (30) days after the date of the return of the Property.

Customer Signature: Sue A McDonald Date Signed: 09/11/2023

27. **Consent to Contact You about Your Account:** You agree that we may contact you by telephone at any telephone number associated with your account, including any wireless telephone number, which could result in charges to you, in order for us to service your account or to collect any amounts you may owe. We may also contact you via text message or e-mail to any cellular telephone number and/or address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or the use of an automatic dialing device.
28. **Authorization to Gather Information:** In the event you are in default of this Agreement, you agree that we may gather, verify, and assimilate information, both public and nonpublic, concerning you, for the purpose of collecting any outstanding balance on your account with us. We may use any type of credit reporting agency, tracing service provider, social media, cell phone, land line telephone, text or email, and automated telephone calling in connection with our efforts to collect upon your outstanding obligation under this Agreement.
29. **Class Action Waiver:** The parties specifically consent and agree that any claims arising out of or relating to this Rental-Purchase Agreement must be brought by you in an individual capacity and not as a plaintiff or class member in any class or representative action.
30. **Forum Selection Clause:** You specifically agree that all claims against us must be brought exclusively in Rowan County, North Carolina, the site of our home office. You expressly waive any right to bring any claims against us in any other jurisdiction or venue.
31. **Forbidden Acts:** You cannot sell, mortgage, pawn, pledge, encumber, or dispose of the Property. You cannot move the Property from the address above without our consent. If we consent, you must pay all costs of the move. You cannot assign your rights in this Agreement without our prior written consent. Each of these acts is a breach of this Agreement.
32. **AGREEMENT TO SUBMIT TO BINDING ARBITRATION:** If a dispute arises under this Rental-Purchase Agreement, the parties will initially attempt to resolve the dispute through friendly consultation, directly or through counsel. If the dispute is not resolved within a reasonable period, either party may bring suit against the other in a civil court unless any matter(s) have a demand for damages in excess of over \$20,000.00, in which case both parties agree the claims must be submitted to binding arbitration as governed by the Federal Arbitration Act, and pursuant to the rules established by the Judicial Arbitration and Mediation Services, Inc. (JAMS), or any other mutually agreed arbitration association. **BY VOLUNTARILY SIGNING THIS AGREEMENT YOU GIVE UP YOUR RIGHTS TO TRIAL BY JURY UNLESS YOU OPT OUT.**
- HOW TO OPT OUT: If you do not want to arbitrate any dispute(s) with us, you must notify us in writing at our address on page (1) no later than thirty (30) days after the date of this Agreement.
33. **Entire Agreement:** This Agreement and all other documents signed contemporaneously with this Agreement is the parties' entire Agreement and may not be changed except in writing signed by both parties.
34. **By executing this Agreement, you acknowledge and agree that:**
- You have read and understand this Agreement;
 - You have been given a signed and legible copy of this Agreement with all blanks filled in;
 - You will remit monthly rental payments to our assigns should we exercise our right to assign this Agreement to a third party.

NOTICE TO THE CUSTOMER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL OF IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN.

I hereby affirm that all statements made herein are true, factual and complete to the best of my knowledge and are made for the purpose of this Agreement. By execution of my signature below, I agree to be bound by the terms and conditions of this Agreement. I ACKNOWLEDGE I HAVE RECEIVED A LEGIBLE COPY OF THIS AGREEMENT AND DISCLOSURES.

Customer Signature: Sue A McDonald Date Signed: 09/11/2023
 Additional Customer Signature: N/A Date Signed: N/A

Recurring Payments

I, N/A, authorize Russellville Rentals LLC to charge my bank account or credit/debit card indicated below for a total of N/A on the N/A of each month for payment of my rental contract.

Account Type	<u>N/A</u>	Card Type	<u>N/A</u>
Name on Account	<u>N/A</u>	Card No:	<u>N/A</u>
Bank Name	<u>N/A</u>	Card Exp. Date:	<u>N/A</u>
Account Number	<u>N/A</u>	Card Billing Zip Code:	<u>N/A</u>
Routing Number	<u>N/A</u>		

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Russellville Rentals LLC in writing at the above address of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH transaction being rejected for Non-Sufficient Funds (NSF) I understand that Russellville Rentals LLC may at its discretion attempt to process the charge again within 30 days and agree to an additional \$30.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law. I agree not to dispute this recurring billing with my bank as long as the transactions correspond to the term's authorization form.

Paperless Billing Authorization

Accept Please send my monthly invoices and any other correspondence about my account to the email address shown above.

Manufacturer Name	<u>Hershy and Sons</u>	Estimated Delivery Date (Subject to change)	<u>N/A</u>
Dealership	<u>Glen Rose Outdoors</u>	Salesperson	<u>Irene Miller</u>
Customer Signature:	<u>Sue A McDonald</u>	Date Signed:	<u>09/11/2023</u>