

Cause No. DC-25-10952

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|--|---|----------------------------------|
| MICHAEL A. STUART,<br>Plaintiff            | § | IN THE DISTRICT COURT            |
| v.   | § | 101 <sup>ST</sup> DISTRICT COURT |
| BROOKFIELD PROPERTIES, et al<br>Defendant. | § | DALLAS COUNTY, TEXAS             |

**DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION TO QUASH RETROACTIVE DEBT**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Brookfield Properties Multifamily, LLC, "Defendant" in the above-styled and numbered suit, responding to Plaintiff's Motion to Quash Retroactive Debt as follows:

**I. Introduction**

1.1 Plaintiff is a tenant in a property managed by Defendant and is a recipient of housing benefits. For tenants receiving housing benefits, Defendant maintains three different ledgers: a ledger showing the amounts owed by and received from the housing provider (the "HAP ledger"), a ledger showing the amounts owed by and received from the tenant (the "Non-HAP ledger") and a ledger showing the security deposit and any charges deducted from the security deposit after the tenant has vacated. In late 2024/early 2025, a payment received from Plaintiff's housing provider was inadvertently credited to Non-HAP ledger rather than the HAP ledger. Plaintiff had set up autopay so that the amount on the Non-HAP ledger would be paid in full each month. As a result of the credit, Plaintiff did not make any payments for several months. When the error was discovered and the ledgers corrected, Plaintiff had an outstanding balance on his account.

1.2 Although Plaintiff cannot offer any real explanation for the credit which happened to be in the exact amount as the monthly housing benefit he was receiving, Plaintiff has filed the

instant suit in order to keep the credit for the Housing payment on the Non-HAP ledger and claiming fraud and all sorts of nefarious purposes associated with the correction of the ledgers associated with his lease. Plaintiff has now filed a “Motion to Quash Retroactive Debt” seeking to “quash” the debt that accrued prior to May 30, 2025 because the charges were incurred prior to the alleged renewal of his lease.<sup>1</sup> For the reasons set forth below, Plaintiff’s Motion to Quash should be denied.

## **II. This is Not a Motion to Quash**

2.1 A motion to quash is used to protect a party from procedural defects or improper discovery. It is used to point out defects in a citation or improper discovery and asks the court to render the requests or legal filings containing those defects to be invalid. In the present case, Plaintiff’s Motion does not point out any defects in legal procedure or improper discovery requests. Instead, Plaintiff’s Motion asks the Court for a declaration that any charges incurred prior to June 1, 2025 are invalid on the basis that a new lease was allegedly entered. Because the nature of Plaintiff’s request is more closely akin to a Motion for Summary Judgment seeking a declaration from the Court (even though a Motion for Summary Judgment filed by Plaintiff is already pending), Defendant respectfully requests that the Court deny Plaintiff’s Motion to Quash as it is unsupported by admissible evidence.<sup>2</sup>

## **III. Plaintiff’s Lease Has Been Extended on a Month-to-Month Basis Since May 2024**

3.1 Plaintiff has erroneously claimed that he entered into a new lease with a lease term of June 1, 2025 through May 30, 2026 and that “once a lease expires and a new lease is

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<sup>1</sup> See discussion of lease agreement in effect set out in this motion.

<sup>2</sup> The evidence offered in support of Plaintiff’s Motion to Quash consists of Exhibit A – the first page of an unsigned lease agreement, Exhibit B – an unsigned declaration purporting to be from Vasti Delagarza, Exhibit C - an unauthenticated email from Vasti Delagarza, Exhibit D – Plaintiff’s unsworn/unverified description of a ledger entries.

executed, the prior contract is fully performed and closed.” In support of this argument, Plaintiff cites *Cap Rock Elec. Coop. v. Tex. Utils. Elec. Co.*, 874 S.W.2d 92, 101. (Tex. App. – El Paso 1994, no writ). The *Cap Rock* decision does not state this and, instead, is related to an award of sanctions, contract interpretation, and attorney’s fees.

3.2 In support of his claim that he entered into a renewal lease agreement, Plaintiff has offered the front page of an unsigned lease with a lease term of July 1, 2025 through June 30, 2025. While Defendant does agree that it offered Plaintiff a lease with a lease term of July 1, 2025 through June 30, 2025, the offered lease was never signed by either party. *See Declaration of Vasti De La Garza attached as Exhibit “A.”* Because the renewal lease was never signed, Plaintiff has actually been residing in his apartment under a month to month extension of a lease which originally started on June 5, 2023.

3.3 Plaintiff’s Lease Agreement provides as follows:

Upon the Expiration Date, this Lease shall automatically create a month-to-month tenancy unless: (a) Landlord has provided Resident with written notice of intent not to extend this Lease on a month-to-month basis, which notice must be delivered to Resident at least 60 days prior to the Expiration Date; 9b) The parties have renewed this Lease for an additional term; or (c) **Resident has delivered, at least 60 days prior the expiration of this Lease, a 60 day written notice to Landlord of Resident’s intent to vacate the Premises by the Expiration Date.**

\* \* \*

Should this Lease create a month-to-month tenancy, the Expiration Date shall be extended on a month-to-month basis. Any month-to-month Lease may be terminated by either party upon delivering 30 days written notice to the other party.

3.4 Because Plaintiff is residing in the unit pursuant to the same lease that started on June 5, 2023, Plaintiff’s argument that Defendant cannot make changes to the ledger with regard to charges incurred prior to the start of the new lease is moot.

#### **IV. The Doctrine of Waiver Simply Does Not Apply**

4.1 Plaintiff has asserted that Defendant waived its right to claim a balance due “by closing the prior lease in good standing, accepting all payments, and executing a new lease without reservation.” In order to prove that a waiver occurred, Plaintiff must prove the following elements: “1) an existing right, benefit, or advantage held by a party; (2) the party's actual or constructive knowledge of its existence; and (3) the party's actual intent to relinquish the right or intentional conduct inconsistent with the right. *See Tenneco Inc. v. Enter. Prods. Co.*, 925 S.W.2d 640, 643 (Tex. 1996).

4.2 In the present case, the “right” allegedly waived was the right to add charges or to correct entries in the ledger. Plaintiff’s argument that entering into a renewal lease somehow constitutes intentional conduct inconsistent with the right to add charges or correct entries to the ledger simply makes no sense. Utilities in a multifamily complex are often allocated by a third party so that utility charges are routinely added 2-3 months after the period in which the charges were incurred. According to Plaintiff’s argument, landlords waive the right to collect utility charges for 1 or 2 months each year. Even if the Court were to accept Plaintiff’s premise that Plaintiff entered into a new renewal lease on June 1, 2025, there is no evidence to suggest that Defendant intentionally relinquished its right to add charges or make corrections related to time periods prior to June 1, 2025. Further, entering into a renewal lease agreement (which Defendant denies occurred in this case) is not an act which is inconsistent with the right to modify the ledger. There is simply no evidence to suggest that Defendant intended to relinquish its rights or that it acted in a manner which was inconsistent with the right to add charges or correct inaccuracies. As such, there was no waiver.

## **V. The Doctrine of Equitable Estoppel is also Inapplicable**

5.1 Plaintiff has further asserted that the alleged renewal of the lease was an action inconsistent with Defendant's earlier conduct which was relied upon by Plaintiff so that Defendant is estopped from correcting its ledgers after the renewal allegedly occurred. In order to prove that Defendant is estopped from correcting its ledger, Plaintiff must prove: (1) a false representation or concealment of material facts; (2) made with knowledge, actual or constructive, of those facts; (3) with the intention that it should be acted on; (4) to a party without knowledge or means of obtaining knowledge of the facts; (5) who detrimentally relies on the representations. *Schroeder v. Texas Iron Works, Inc.*, 813 S.W.2d 483, 489 (Tex. 1991).

5.2 In the present case, there is no evidence to suggest that Defendant told Plaintiff charges would not be added to the ledger or that the ledger would not be changed. Additionally, there is no evidence that Defendant knew that the housing payment had been credited to the wrong ledger. Additionally, there is no evidence that Plaintiff detrimentally relied upon any statements made by the landlord. In fact, there is no evidence that Plaintiff took any action whatsoever, other than to complain and file this suit. Plaintiff has not signed a new lease and, further, has not taken any action to suggest that he would have terminated his month-to-month lease had he known that he had a balance due. Further, Plaintiff was in a position to know that he was not entitled to the misapplied credit, which happened to be in the exact amount his housing provider was supposed to pay each month, and was fully capable of checking his own bank statements to determine that he had not been paying his share of the rent and other charges for several months. Because the elements of estoppel are not met, Plaintiff's argument regarding estoppel must fail.

## **VI. The Doctrine of Laches Does Not Apply Either**

6.1 The Doctrine of Laches is yet another inapplicable affirmative defense asserted by Plaintiff. In order to prove an equitable defense of laches<sup>3</sup>, Plaintiff must prove: (1) an unreasonable delay by one having legal or equitable rights in asserting them; and (2) a good faith change of position by another to his detriment because of the delay. *Thompson v. Landry*, 713 S.W.3d 372, 381 (Tex. 2025). In the present case, Plaintiff has failed to show that Defendant's failure to locate the erroneously applied credit was unreasonably delayed. Further, as with the claim for estoppel, Plaintiff has failed to explain how he changed his position to his detriment due to the delay.

## **VII. Defendant's Corrections to the Ledger Comply with the HAP Contract**

7.1 Finally, Plaintiff argues that Defendant's correction of the ledger so that the payment made by the Housing Provider was applied to the Housing Provider's portion of the rent somehow meant that Plaintiff's portion of the rent was increased. This argument makes no sense. The corrections to the ledger meant that Plaintiff was being charged only the portion of rent set by the Housing Provider and that the Housing Provider's payment was being applied to the Housing Provider's portion of the rent. As with his other arguments, Plaintiff's argument that he was somehow charged more than his portion because the ledger was corrected make no sense. There is no evidence that Plaintiff was charged anything more than the portion of rent he was supposed to be charged pursuant to the Housing agreement in place.

## **VIII. Conclusion**

8.1 The majority of Plaintiff's arguments presented in his "Motion to Quash" are based upon the idea that Plaintiff entered into a new lease starting on June 1, 2025 and, as a

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<sup>3</sup> Defendant reserves its right to question whether any of the doctrines asserted apply to the ledger changes at issue.

result, his ledger cannot be corrected or adjusted to reflect charges which were incurred prior to June 1, 2025. The evidence, however, shows that Plaintiff did not enter into a new/renewal lease starting on June 1, 2025. Furthermore, even if the Court finds that there was a renewal lease in effect, the existence of a renewal lease does not prevent changes of Plaintiff's ledger to correct errors or include charges incurred during a prior lease period. Additionally, Plaintiff's claims of waiver, estoppel and laches are inapplicable for many reasons, including the fact that Plaintiff did not take any action or change of position which was detrimental to him. Finally, Plaintiff's argument that Defendant's corrections to the lease violate federal law because they exceed Plaintiff's portion of the rent fails because there is no evidence to suggest that the rent amount charged exceeded the tenant amount set by the Housing provider. For all of these reasons, Plaintiff's Motion to Quash should be denied.

WHEREFORE, PREMISES CONSIDERED, Brookfield Properties Multifamily, LLC respectfully requests the Court deny Plaintiff's Motion and grant Defendant such other and further relief to which it may show itself justly entitled.

Respectfully submitted,

MATTHEWS, SHIELS, KNOTT,  
EDEN, DAVIS & BEANLAND, L.L.P.

By: /s/ Marlene D. Thomson  
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ATTORNEYS FOR DEFENDANT

**CERTIFICATE OF SERVICE**

This is to certify that a true copy of the foregoing document has been served upon the pro se Plaintiff via e-service on this the 25<sup>th</sup> day of November, 2025 as follows:

Michael Stuart  
1800 Main Street, Apt. 1554  
Dallas, TX 75201

Via E-service: michaelalanstuart@hotmail.com

*/s/ Marlene D. Thomson*  
\_\_\_\_\_  
Marlene D. Thomson

Cause No. DC-25-10952

MICHAEL A. STUART, § IN THE DISTRICT COURT  
Plaintiff §  
§  
v. § 101<sup>ST</sup> DISTRICT COURT  
§  
BROOKFIELD PROPERTIES, et al §  
Defendant. § DALLAS COUNTY, TEXAS

**DECLARATION OF VASTI DELAGARZA**

1. My name is Vasti Delagarza. I am over the age of twenty-one (21) years, have personal knowledge of every fact hereinafter set forth, and am fully competent and able to testify and hereby so testify that the matters stated herein are true and correct. I have never been convicted of any criminal offense, with the possible exception of minor traffic matters. I am employed by Brookfield Properties Multifamily, LLC (“Brookfield”) as an Assistant General Manager over the Element Apartments, located at 1800 Main Street, Dallas, Texas 75201. My date of birth is 2/10/1993. I have personal knowledge of the facts set forth below and they are true and correct.

2. As Assistant General Manager, I am a custodian of The Element’s records, and the Exhibits attached to this Affidavit are the type of records kept by Brookfield, as property management, in the regular course of business of Brookfield. It was the regular course of conduct for an employee or representative of Brookfield to make such record based upon his own personal knowledge of the act, event, condition, or occurrence or from information supplied by an employee or representative who had personal knowledge of the act, transaction, or occurrence being documented. Such Exhibits are exact duplicates of the original records kept by Brookfield.

3. Michael A. Stuart (“Stuart”) is a tenant of The Element Apartments (the

“Property”). A copy of Stuart’s lease agreement is attached as Exhibit “A-1”.

4. Brookfield and the Element require that all lease agreements be signed electronically. In the past 12 – 18 months, the Element has switched from using a very long lease form to using a standard apartment lease form created by the Texas Apartment Association (“TAA”). Mr. Stuart’s records were audited in early summer of 2025. During the audit, it was noted that Mr. Stuart’s lease was originally set to expire on May 30, 2024 and had been extended on a month-to-month basis ever since. Therefore, we prepared a new TAA lease and forwarded it to Mr. Stuart. The TAA lease was never signed and Mr. Stuart continues to reside at the Element on a month-to-month basis under Exhibit “A-1.”

I declare under penalty of perjury that the statements set forth above are true and correct.

Executed in Dallas County, State of Texas on the 25<sup>th</sup> day of November, 2025.

  
Vasti Delagarza

Vasti Delagarza  
Brookfield Properties Multifamily, LLC

## THE MERCANTILE PLACE ON MAIN

1800 Main St.  
Dallas, TX 75201  
(214) 760-8430

## LEASE AGREEMENT

Lease Date: **06/05/2023**

Residents:

**Michael Stuart**

Occupants:

**Michael Stuart**

Lease Term:

Commencement Date: **06/05/2023**Expiration Date: **04/30/2024**

Average monthly amount of the allocated share of central system utilities for Resident's apartment for previous calendar year for the central HVAC system is \$15.10.

Apartment Address:

**1800 Main St. #1554**  
Dallas, TX 75201Monthly Rent: **\$ 1645.00**Security Deposit: **\$ 300.00**Administration Fee: **\$ 250.00**  
(Required at move in only)

Rent Concession during current lease term:

**\$0.00** one-time**\$0.00** per month

Administration Fee Concession:

**\$250.00** one-timeMonthly Trash/Recycling: **\$ 10.00**Monthly Pest Control: **\$ 5.00**

Average monthly Water/Wastewater bill for all dwelling units in the previous calendar year is \$17.75 per apartment, varying from \$7.85 to \$44.39.

**Rental Application and Occupancy Notice:** Resident acknowledges that this Lease Agreement has been extended to Resident pursuant to a Rental Application submitted by Resident. The accuracy of the information contained in the Rental Application is a material condition of Landlord in extending this Lease to Resident. Resident warrants that all the information given by Resident in applying for this Lease is true and acknowledges that providing false information is a material breach of this Lease. Occupancy by more persons than set forth in this Lease or Rental Application shall constitute a material breach of this Lease.

**Binding Agreement:** This Lease constitutes a legally binding contract enforceable by law. Execution by the parties acknowledges full acceptance of all the terms and conditions contained herein. It is expressly understood and agreed by the parties that this Lease sets forth all promises, agreements, and understandings between the parties except as may be provided in supplemental addenda which are attached hereto and made part hereof by reference. No amendment, change or addition to this Lease shall be binding upon Landlord unless in writing and signed by the Landlord. There are no promises, agreements or understandings, either oral or written, between Landlord and Resident other than as set forth herein.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:**

**Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure****(a) Presence of lead-based paint and/or lead-based paint hazards in the common areas:**

BPM Known lead-based paint and/or lead-based paint hazards are present. Known lead-based painted surfaces include, but may not necessarily be limited to, Elevator Door Emblems and Wall Mosaics located in common areas and elevator lobbies.

**(b) Presence of lead-based paint and/or lead-based paint hazards in non-common areas:**

BPM Known lead-based paint is present. Known lead-based painted surfaces include, but may not necessarily be limited to, Structural Steel Columns/Beams and Metal Deck and Housing located above the ceilings throughout the Site and in the Clock Tower.

This summary was prepared by Mr. Wade E. Champion, a Texas Department of State Health Services (DSHS) Licensed Lead Risk Assessor (DSHS License No. 2070357) of EcoSystems Environmental, Inc., a DSHS Licensed Lead Firm (DSHS License No. 211166).

**(c) List of records and reports available to the Landlord:**

BPM Landlord, in accordance with EPA's and HUD's Interpretive Guidance, dated August 20, 1996 and December 5, 1996, has provided the Lessee with the foregoing summary of test results for lead-based paint and/or lead-based paint hazards. The reports available at the time of the summary, copies of which will be provided to residents at no cost upon request, are the following:

1. Lead-Based Paint Sampling Report for Mercantile Complex at 1704 Main Street, Dallas, Texas, prepared by EcoSystems Environmental, Inc.; P.O. Box 685287, Austin, Texas 78768, dated 9/14/04.
2. Lead-Base Paint Abatement Report for Mercantile Complex at 1704 Main Street, Dallas, Texas, prepared by EcoSystems Environmental, Inc.; 2225 E. Belt Line Road, Suite 207, Carrollton, Texas 75006, dated 10/17/07.

**Resident's Acknowledgment (Resident: Please initial each line.)**

(d)       \* Resident has received this information and been informed that the reports will be provided to Resident at no cost upon request.

(e)       \* Resident has received the pamphlet *Protect Your Family from Lead in Your Home* which is incorporated into this Lease Agreement.

(f)       \* Resident agrees to accept records and reports available to Landlord electronically or to submit a written request to the Management Office if Resident would like a hard copy of any records or reports available to Landlord.

**Landlord/Agent's Acknowledgement (Brookfield Properties Multifamily, LLC)**

(g) BPM Landlord, also referred to as "Agent" has informed the Owner, also referred to as "Lessor," of its obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance.

**Certification of Accuracy:** The parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\* The electronic signature on this document also explicitly includes the signers' initials in areas as indicated.

**The undersigned expressly understand(s) that the Section entitled "Term" below contains provisions under which this Lease may automatically continue as a tenancy from month to month upon the expiration of the term hereof.**

Resident(s):

Brookfield Properties Multifamily, LLC, Agent for Owner

By:

Authorized Representative

The Mercantile Place on Main Lease 04/21



Page 2 of 37

This Lease Agreement (the "Lease") is executed by and between Brookfield Properties Multifamily, LLC, as agent, (hereinafter "Landlord") and the persons named on Page 1 (collectively the "Resident") who agree to rent the apartment referenced on Page 1 (the "Premises") at The Mercantile Place on Main (the "Property") on the terms and conditions set forth herein. Occupancy is limited to Residents and the Occupants named on Page 1 for residential purposes only. Each Resident is jointly and severally liable for the payment of rent and the performance of all other terms of this Lease.

- 1. Term:** The term of this Lease shall begin on the Commencement Date and shall end on the Expiration Date shown on Page 1. Upon the Expiration Date, this Lease shall automatically create a month-to-month tenancy unless: (a) Landlord has provided Resident with written notice of intent not to extend this Lease on a month-to-month basis, which notice must be delivered to Resident at least 60 days prior to the Expiration Date; (b) The parties have renewed this Lease for an additional term; or (c) **Resident has delivered, at least 60 days prior to the expiration of this Lease, a 60 day written notice to Landlord of Resident's intent to vacate the Premises by the Expiration Date.** Failure by Resident to provide such notice of intent to vacate shall be deemed an election to continue this Lease on a month-to-month basis. It is specifically understood that upon the Expiration Date, Landlord has no obligation to offer Resident a renewal on any term or condition and may demand return of the Premises without cause or reason.

Should this Lease create a month-to-month tenancy, the Expiration Date shall be extended on a month-to-month basis. Any month-to-month Lease may be terminated by either party upon delivering 30 days written notice to the other party. Resident acknowledges that renewal rates and month-to-month tenancy rates may result in an increase in the Rent and that Landlord has the right to increase the Rent by giving Resident written notice of Landlord's intention to do so at least 35 days in advance of the effective date. In the event that Resident shall remain in possession of the Premises after the effective date of the rental increase, it shall be conclusively presumed that Resident has accepted the rental increase. Landlord may require the execution of a new lease agreement for a month-to-month tenancy.

After the initial term of this Lease or any time thereafter, Landlord may increase the rent by providing 35-days written notice to Resident.

- 2. Rent:** The monthly rental payment (the "Rent") shall be the amount shown above. Rent is due in full in advance no later than the first day of each month. Payments must be made by checks, certified checks, cashier's checks or money orders. Landlord will not accept cash payments. Payment is due in the Management Office and should be made payable to "Brookfield Properties Multifamily, LLC" or may be paid or processed through a third-party processor via the secure resident portal on the apartment community website accessible from a computer or mobile device.

When a check is provided as payment for Rent and/or Other Charges and Deposits, the check will be converted into an electronic transaction and processed through the Automated Clearing House (ACH) network. The receipt of the check will authorize Landlord to electronically debit the bank account on which the check was written. The check can clear as early as the day it is scanned and will not be received back from the financial institution.

Unless prohibited by law, Landlord will apply payments made by Resident in the order of priority Landlord determines, regardless of any notations that Resident makes on checks, money orders or other forms of payment.

- 3. Late Fees and Other Charges:** Rent received after the due date will be considered delinquent. If the Rent is received after the third day of the month, the Resident agrees to pay a late fee of 10% of the monthly rent as additional Rent along with the delinquent Rent as permitted by state/local law. Resident agrees that the late fee of 10% of the monthly rent is a reasonable estimate of uncertain damages to Landlord that are incapable of precise calculation and result from the late payment of rent.

Resident agrees to promptly replace any check returned by a financial institution for any reason with a cashier's check, certified check, or money order. In the event that a Resident's check is returned by a financial institution for any reason, the Resident further agrees to pay a fee of \$50 as additional rent plus any late fees, if applicable.

If two checks are returned for non-payment during the tenancy, all future rental payments shall be payable by cashier's check, certified check, or money order only.

Invoices will be generated by a third-party billing provider that will consolidate rent, monthly and other charges in one convenient invoice. A \$10 one-time initial account activation fee and a \$3 monthly natural gas administration fee will be added to Resident's invoice for processing and billing. Upon thirty (30) days advance written notice or longer if required by state or local law, Landlord may increase Resident's payment for the monthly administrative fee.

The acceptance by Landlord of any late or partial payment shall not change the due date or amount of any required payment in the future nor shall it relieve Resident from any obligation to pay the balance of the Rent and any applicable late fees or charges. Any past waivers of late fees or other charges by management shall not relieve Resident from any obligation to pay any applicable late fees or charges.

Resident has paid a non-refundable Administration Fee as shown on Page 1. A Transfer Fee equal to one month's Rent will be assessed at the time of an approved transfer. All other fees are shown on the Landlord's Schedule of Fees which is subject to change upon 30 days prior written notice.

**4. Security Deposit:** Upon execution of this Lease, Resident has paid a security deposit (the "Deposit") as shown above.

The Deposit is collected to assure Resident's compliance with the terms and conditions of this Lease. The Deposit shall be held, applied, and refunded as provided herein consistent with state/local law. Resident acknowledges that the Deposit is not the "last month's rent" and cannot be applied by Resident towards Rent. If any portion of the Deposit is retained by Landlord, written notice to Resident detailing such retention shall be provided as mandated by state/local law. If the Premises is rented by more than one person, Residents agree they will divide any refund among themselves. Landlord may pay the refund to any Resident identified on Page 1. It is specifically understood that any Deposit applied by Landlord towards Rent, damages, or other charges does not constitute a limit to Landlord's legal rights to all such sums due.

Resident has the option but not an obligation to be present for a move-out inspection. Failure by Resident to schedule and attend an inspection of the Premises may constitute a waiver of objection and acceptance by Resident of Landlord's assessment of damages as permitted by state/local law.

**5. Utilities:** Resident agrees to pay for Electric, Heating and Air Conditioning, Water/Sewer, and Trash/Recycling Removal. Trash/recycling removal may be billed by a third-party billing provider at a flat rate per apartment. Upon thirty (30) days advance written notice or longer if required by state or local law, the Landlord may increase Resident's payment for Trash/Recycling Removal. In addition, stormwater assessment fees will be charged to the Resident on a per-unit basis when they are assessed by the water/sewer provider. Each utility service not provided at the expense of Landlord shall be provided to the Premises at the Resident's expense. Resident agrees to pay all utility charges (including utility deposits, new account fees, service fees and late fees). Unpaid utility charges assessed by the Landlord, either directly or through a third-party billing provider, shall be paid as additional rent no later than the due date of the next rental payment after receipt of the notice thereof. Furthermore, if Resident fails to pay all utility charges assessed by the utility companies in connection with the use of utility services for which Resident has herein agreed to pay, and the Landlord is billed by the utility company for these utility services, the Landlord may pay these utility charges to such utility company and recover the same from Resident as additional rent.

Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be given notice by Landlord. Landlord reserves the right to modify the method by which the utilities are furnished to the Premises or billed to Resident during the term of this lease. In the event utility services provided to the Premises are separately metered and Resident's sub-meter is broken or does not transmit a meter reading, or if Landlord has not received bills from utility providers in time to prepare Resident's invoices, Landlord may estimate Resident's consumption.

## **Water/Wastewater Submetering**

**(a) Reason for submetering.** When water and wastewater bills are paid 100 percent by Landlord, Residents have no incentive to conserve water. This results in a waste of Texas natural resources and adds to the overhead of the property, and that usually means higher rents. Submetering of water bills saves money for residents because it encourages them to conserve water and wastewater and enables them to economically benefit from their individual conservation efforts. Landlord also has an incentive to conserve because Landlord is required by law to pay a portion of the total water bill(s) for the entire apartment community.

**(b) PUC.** Water conservation by submeter billing is encouraged by the Public Utilities Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the applicable PUC rules are attached to this Lease. This Lease complies with those rules.

**(c) Mutual Conservation Efforts.** Landlord agrees to use its best efforts to repair any water leaks inside or outside Resident's Premises/apartment no later than seven days after learning of them. Resident agrees to use his/her best efforts to follow the water conservation suggestions below.

**(d) Submeter Billing Procedures.** Resident's monthly rent under this Lease does not include a charge for water and wastewater. Instead, Resident will receive a separate bill from a billing entity chosen by Landlord each month for such utilities. The billing entity will send Resident a monthly bill for submetered water/wastewater, as follows:

- (1) Resident's monthly water/wastewater bill will conform to all applicable PUC rules.
- (2) No administrative or other fees will be added to Resident's bill unless expressly allowed by PUC rules. No other amounts will be included in the bill except Resident's unpaid balances and any late fees (if incurred by Resident). If Landlord fails to pay its mastermeter bill to the utility company on time and incurs penalties or interest, no portion of such amounts will be included in Resident's bill.
- (3) The billing entity will calculate Resident's submetered share of the mastermetered water bill according to PUC rules.
- (4) The billing entity will bill Resident monthly for Resident's submetered water consumption from approximately the first day of the month to the last day of the month, the latter being Landlord's scheduled submeter reading date. Resident's bill will be calculated in accordance with PUC rules and the amounts will be prorated for the first and last months you live in the unit.
- (5) As required under PUC rules, Resident is notified that the average monthly bill for all dwelling units in the previous calendar year is listed on Page 1 of this Lease, for the lowest to the highest month's bills for any apartment in the community for this period, if this information is available. This information may or may not be relevant since the amounts do not reflect future changes in utility company water rates, weather variations, future total water consumption, changes in water consumption habits of residents, or other unpredictable factors.
- (6) During regular weekday office hours, Resident may examine: a) Landlord's water/wastewater bills from the utility company; b) Landlord's calculations of Resident's monthly submeter bill; and c) any other information available to Resident under PUC rules. Landlord requests that Resident provide reasonable advance notice to Landlord to gather the data. Any disputes relating to the computation of Resident's bill will be between Resident and Landlord.

**(e) Resident's Payment Due Date.** Payment of Resident's submeter water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to Resident's Premises. Resident agrees to mail or deliver payment to the place indicated on Resident's bill so that payment is received no later than the due date. Resident will pay a late charge of five (5) percent of Resident's water/wastewater bill if timely payment is not received.

## **Central System Utility Costs (for operation of Central HVAC and/or Central Hot Water System)**

**(a) Reason for allocation.** When utility costs for operating a central heating/air conditioning system or a central hot water system are paid by the Landlord, Residents have little incentive to conserve. This often results in a waste of Texas natural resources and adds to the overhead of the property, and that usually means higher rents. Allocation of central system utility costs saves money for residents because it encourages conservation.

- (b) **Payment due date.** Payment of Resident's allocated share of the central system utility costs is due 16 days after the date it is postmarked or hand delivered to Resident's Premises. Resident agrees to mail or deliver payment to the place indicated on Resident's bill so that payment is received no later than the due date. Resident will pay a late charge of five (5) percent of Resident's bill if Resident's bill if timely payment is not received. Central system allocation is governed by the Public Utility Commission.
- (c) **Allocation procedures.** Resident agrees to the allocation system described below for utilities used in operating the central system(s) for the entire apartment community. During the lease term, Landlord is authorized to allocate such central system utility costs to Resident's apartment as described in paragraph (f) on the basis of submetered electricity or submetered water.
- (d) **What is covered.** Resident's monthly rent in paragraph 2 of this Lease Agreement does *not* cover the cost of electricity and gas used in operating (1) a central heating/air conditioning and/or (2) a central hot water system. Resident will receive a separate bill from Landlord for Resident's monthly share of the electricity and gas for operating a CENTRAL HEATING AND AIR CONDITIONING SYSTEM as described in paragraph (f).
- (e) **Penalties and interest.** Penalties or interest for Landlord's late payment of the utility bills for operating the central system will be paid by Landlord and will not be allocated.
- (f) **Formula.** Allocation will be based on square footage. The formula for allocating utility costs for the above central system(s) will be a percentage calculated by dividing the square feet in Resident's apartment unit by the total square feet in all units and in all heated common areas and office areas in the entire apartment community.
- (g) **Previous average.** The average monthly amount of the allocated share of central system utilities for Resident's apartment for the most recent calendar year for the central HVAC system is listed on Page 1 of this Lease. This amount represents an allocation based on apartment square footage.
- (h) **Change of allocation formula.** The allocation formula for determining Resident's share of central system operating costs cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) Resident receives notice of the new formula at least 90 days before it takes effect; and (3) Resident agrees to the change in a signed lease renewal or signed mutual agreement.
- (i) **Right to examine records.** Resident may examine Landlord's central system utility bills and Landlord's calculations relating to the monthly allocation of central system utility costs during regular weekday office hours. While it is not required, Landlord requests Resident to provide Landlord reasonable advance notice to gather the data.

Resident agrees that as of Resident's move-in date, Resident will have placed all utilities in Resident's name for such utility services. In the event that Resident fails to establish an account effective as of Resident's move-in date or causes the account to be transferred back into Landlord's name before the end of the term of this Lease, the date Resident surrenders possession of Residents Premises, or the date the Resident's Premises is deemed abandoned, Landlord may, in addition to other remedies available under law, charge Resident for the actual cost for the utility services billed to Landlord for Resident's Premises plus a \$50 monthly utility fee for each utility bill that has not been transferred to Resident's name as additional rent.

Resident acknowledges that interruptions in the delivery of utilities do occur and Landlord shall not be liable for any loss or inconvenience caused by any interruption. Resident acknowledges that the availability of continued resident-supplied utilities to the Premises is necessary for the maintenance and safety of the Property and other residents. Suspension by the utility company of resident-paid utilities for non-payment shall constitute a material breach of this Lease.

Resident shall not tamper with, adjust or disconnect any utility system or device. Violation of this provision is a material breach or default of this Lease and shall entitle Landlord to exercise all remedies available under state/local law.

6. **Rent Concession:** If applicable, a rent concession(s) in the amount(s) shown on Page 1 will be deducted from the Rent during the original lease term subject to the following conditions: (a) The concession will not be applied during any month Rent is delinquent, and (b) If Resident cancels, breaches, or otherwise terminates this Lease prior to the Expiration Date, Landlord reserves the right to require repayment of any rent concession(s) taken.

**Other Concessions:** If applicable, additional concession(s) such as the promotional waiver of fee(s) and/or monthly charge(s) during the original Lease term may require repayment if Resident cancels, breaches, or otherwise terminates this Lease prior to the Expiration.

**7. Early Termination Option:** Resident is expected to remain a Resident for the entire term specified in this Lease. If Resident fails to do so, Resident will be responsible to Landlord for any and all damages to the fullest extent permitted by law, including but not limited to rent due through the end of the lease term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes Landlord to find a replacement tenant. Therefore, this amount cannot be determined in advance and it is difficult to estimate.

To avoid this uncertainty, Resident may choose to exercise an early termination option. Resident may choose to pay a flat fee in advance to terminate this Lease early, rather than remaining liable for rent due through the end of the Lease term. To exercise this option, Resident must deliver to Landlord:

- (a) A written notice stating that Resident has elected to exercise this option;
- (b) A lease cancellation fee equal to two months' rent;
- (c) Rent and other amounts due through the accelerated termination date;
- (d) Repayment of any rent concessions taken.

When Landlord has received the written notice and payment, and has signed the notice, the Lease Expiration Date will be amended. The new Expiration (termination) Date will be the date specified in the notice which must be at least 60 days after the written election and payment are given to Landlord. Exercise of the early termination option will affect only Resident's rent obligations after the accelerated termination date; Resident must comply with all other lease obligations.

The notice will not accelerate the Expiration Date if:

- (a) Resident is in default under this Lease at the time that Resident gives notice of Resident's exercise of the option;
- (b) Resident provides the notice unaccompanied by the fee above; or
- (c) Resident does not properly exercise the early termination option by following the procedure specified above, but vacates the property before the Expiration Date specified in this Lease.

If Resident fails to vacate by the date set forth in Resident's notice, the notice shall be deemed void. As permitted by state/local law, Landlord shall have the right, at its option and without further notice, to evict Resident relying upon the notice, or to continue with the tenancy in accordance with this Lease. The Landlord shall retain all remedies for non-compliance with this Lease and the Resident shall be liable for any damages for non-compliance as permitted by state/local law.

**8. Military Personnel:** Resident may terminate this Lease if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may terminate this Lease if:

- (a) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty *or* (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (b) Resident (i) receives orders for permanent change-of-station, *or* (ii) receives orders to deploy with a military unit or as an individual in support of military operation for 90 days or more.

After Resident delivers to Landlord Resident's written termination notice, this Lease will be terminated under this military clause 30 days after the **first** date on which Resident's next rental payment is due **and payable after the date upon which the written termination is delivered**.

Resident must furnish Landlord a copy of Resident's military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After Resident moves out, Landlord will return Resident's security deposit, less lawful deductions. For the purposes of this Lease, orders described in (b) above will only release the Resident who qualifies under (a) and (b) above and receives orders during the term of this Lease and such Resident's spouse or legal dependents are living in the Resident's household. A co-resident who is not the military member's spouse or dependent cannot terminate under this military clause. Resident represents when

signing this Lease that: (a) Resident does not already have deployment or change-of-station orders; (b) Resident will not be retiring from the military during the Lease term; and (c) the term of Resident's enlistment or obligation will not end before the Lease term ends. As permitted by state or local law, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if Resident moves out, less rents from others received in mitigation. Resident must immediately notify Landlord if Resident is called to active duty or received deployment or permanent change-of-station orders.

Delivery of written notice must be (a) by hand delivery, (b) by private business carrier, or (c) by placing the notice in an envelope with sufficient postage and with return receipt requested, and addressed to Landlord or Landlord's agent at the Management Office listed on Page 1 of this Lease and depositing the written notice in the U.S. mail.

9. **Default:** It is specifically agreed that each obligation of this Lease is material and that any violation shall constitute a material breach of this Lease. It is further agreed that any misrepresentation on Resident's Rental Application shall constitute a material breach of this Lease. Landlord may, at its option, enforce the performance of this Lease or give notice to Resident of its election to terminate this Lease as permitted by state/local law. Landlord has the right to conduct a statuary lockout pursuant to Texas Property Code sec. 92.0081 for nonpayment of rent. If either Resident or Landlord fails to perform any obligation required by this Lease (including but not limited to the timely payment of Rent), the non-defaulting party may exercise all rights and remedies against the defaulting party. If a collection agent is used, Resident agrees to pay collection costs in addition to other delinquent amounts as permitted by state/local law. Except as may be required by law, neither party shall forfeit or waive any existing or future right or remedy by pursuing any judicial action. The parties expressly agree that the eviction by a court or otherwise of Resident for a breach of this Lease shall not release Resident from liability for payment for the balance of the term of this Lease. If Landlord is granted possession of the Premises by a court of law, and Resident's possessions are removed and placed in storage, Resident agrees to pay for all moving and storage costs. If Resident defaults, Landlord may terminate Resident's right of occupancy by giving a 24-hour written notice to vacate. Notice may be by (a) regular mail; (b) certified mail, return receipt requested; (c) personal delivery to any Resident; (d) personal delivery at the Premises to any occupant over 16 years old; or (e) affixing the notice to the inside of the main entry door of the Premises. Notice by mail only will be considered delivered on the earlier of (a) actual delivery; or (b) three days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of the right of occupancy does not relieve Resident from Resident's obligation for future rent or other sums owing under this Lease.
10. **Abandonment:** If Resident vacates the Premises, leaving personal property within the Premises, Landlord has the unilateral right to dispose of said property as Landlord sees fit in accordance with state/local law.
11. **Notices:** All notices provided herein shall be delivered to Landlord at the Management Office and to the Resident at the Premises. All notices shall be e-mailed, mailed, personally delivered or served as otherwise required by state/local law. If there are multiple Residents at the Premises, notice from Landlord to one Resident shall constitute valid and binding delivery and service of notice to all Residents.
12. **Diplomats:** As a condition of Landlord entering into this Lease, any Resident who has been granted diplomatic immunity by the United States Government shall: (a) Provide a notarized statement signed by the Ambassador or head of the mission of the government to which Resident is attached, in which Resident's government agrees to waive the diplomatic immunity of Resident and indemnify Landlord for any of Resident's obligations arising under this Lease, including but not limited to, payment of rent, late charges, and court costs; or (b) Have the option to terminate this Lease in accordance with No. 7 above, Early Termination Option, except that the maximum required notice period for diplomats is 30 days; or (c) Remain liable for all lease terms through the Expiration Date.
13. **PARKING/Vehicles:** Landlord reserves the right, but not the obligation, to assign or reassign specific parking spaces at the Property. Parking is not guaranteed. Landlord may also designate specific areas for prospective residents or persons with disabilities. Residents, guests or invitees must park in designated parking areas. Unless the Property has assigned parking spaces, parking is on a first come, first serve, basis. Boats, trailers, and oversized vehicles are not permitted on the Property at any time unless Landlord has granted permission in

writing. Prohibited vehicles, abandoned vehicles, inoperable vehicles, unlicensed vehicles, vehicles parked in a space assigned to another, and vehicles parked in a tow-away zone or otherwise impeding traffic may be towed away without notice at the vehicle owner's expense in accordance with state/local law. Motorcycles are not permitted on the sidewalks, in landscaped areas, or in any building at any time. It is expressly understood that Landlord shall not be responsible for any theft or damage to vehicles parked on the Property. Residents, guests and invitees must adhere to posted speed limit signs and notices to vacate any parking areas for maintenance of facilities. Landlord may require Resident to move vehicles temporarily for parking lot maintenance.

Resident understands that if reserved spaces and/or garage parking are available at the Property, they are assigned on a first come, first serve basis. Landlord may require the execution of a separate parking agreement that may entail an additional fee(s). Landlord makes no representation that sufficient reserved parking or garage space will be available at any particular time. All parking rights shall be terminated without further notice upon termination of Resident's tenancy.

- 14. Storage:** Resident understands that if supplemental storage is available at this Property, it is assigned on a first come, first serve basis. Landlord may require the execution of a storage agreement that may entail an additional fee(s). Landlord makes no representation that sufficient supplemental storage space will be available at any particular time. All storage rights shall be terminated without further notice upon termination of Resident's tenancy.
- 15. Right of Entry:** Landlord may enter the Premises to inspect the Premises, make necessary repairs or services (including but not limited to structural/system improvements), verify occupancy, or show Premises to prospective purchasers or mortgagees. Landlord may also allow a licensed exterminator to enter the Premises for the purpose of pest control. Except in the case of emergency or if it is impractical to do so, Landlord shall give Resident at least 24 hours' notice of Landlord's intent to enter the Premises. Upon notice by either party of intent to terminate tenancy, Resident agrees to permit Landlord to show the Premises to prospective residents upon 24 hours' notice. Landlord may also enter if the Premises appears to have been abandoned by Resident or as otherwise permitted by state/local law.
- 16. Alteration of Premises:** Resident may not alter or repair the interior or exterior of the Premises in any manner without Landlord's prior written consent. Resident is liable for the cost to repair any such alterations or repairs made by Resident. Alteration includes but is not limited to painting, wallpaper, or modification of electrical appliances. Commercially available analog or digital TV antennas or antenna less than 39.37 inches in diameter or length may be installed for direct broadcast satellite or fixed wireless signals via satellite so long as installed safely, securely, and entirely within the Resident's Premises and not in any common areas and only in accordance with federal law. Resident must notify Landlord no later than 30 days after installation, permit an inspection, and sign a Satellite Dish Addendum. Waterbeds and aquariums in excess of 35 gallons are not permitted without providing Landlord with acceptable liability insurance.

Locks shall not be changed, altered or replaced nor shall new locks be added by Resident without the written permission of Landlord. Any locks so permitted to be installed shall become the property of Landlord and Resident must promptly provide a duplicated key to Landlord.

- 17. Maintenance of Premises:** Resident has examined the Premises and is satisfied with its physical condition, order, and repair. As of the Commencement Date, Resident shall complete and return to Landlord an Apartment Inspection Report detailing any deficiencies noted with the Premises. Resident understands that items noted on the move in inspection form do not indicate an agreement by the Landlord to clean, repair or replace that noted item. All maintenance requests must be in writing and on a separate maintenance request form. Failure to return the Apartment Inspection Report shall be deemed an acceptance of the Premises without exception. Any subsequent damage or deficiency noted by Landlord upon move-out shall be charged to Resident. Upon termination or expiration of this Lease, Resident agrees to surrender the Premises to Landlord in the same condition as it was delivered at the commencement of tenancy, less ordinary wear and tear. Resident acknowledges and agrees that any soilage and any cleaning, or soilage and any cleaning, repair or replacement due to smoke damage from any source, including cigarette smoke, candles and/or incense, is not considered normal wear and tear.

Resident shall maintain the Premises in a neat, clean and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage, and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; (c) immediately report leaky faucets or toilets, toilets that continue to run, broken windows, wet areas on walls or floors, or water intrusion of any kind, or other defects; and (d) not deface, damage, or otherwise harm any part of the Premises. Any damage(s) to glass on the Premises or in the Common Area caused by Resident, Occupant(s), or Resident's guests shall be paid by Resident. Resident has inspected and tested all smoke/carbon monoxide detectors and determined them to be in workable condition. Resident shall be responsible for testing smoke/carbon monoxide detectors on a regular basis, and replacing batteries, unless hard-wired. Resident shall not tamper with, adjust or disconnect any smoke/carbon monoxide detectors. Violation of this provision is a material breach or default of this Lease and shall entitle Landlord to exercise all remedies available under state/local law. Resident shall notify Landlord of all repair needs promptly. Resident shall be liable for any damages resulting from Resident's failure to promptly notify Landlord.

#### **DEFAULT BY OWNER:**

We'll act with customary diligence to keep common areas reasonably clean; maintain fixtures, hot water, heating, and air-conditioning equipment; substantially comply with all applicable laws regarding safety and sanitation; and make all reasonable repairs, subject to your obligation to pay for damages for which you're liable. **If we violate any of the above, you may possibly terminate the Contract and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:**

- a) all rent must be current, and you must make a written request for repair or remedy of the condition after which we'll have a reasonable time for repair or remedy;
- b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time to repair or remedy; and
- c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate the Contract by giving us a final written notice.

**You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.**

**Pest Control and Pests:** Routine pest control will be provided by Landlord to Resident at Resident's sole cost and expense, and may be billed by a third-party billing provider at a flat rate per apartment. Upon thirty (30) days advance written notice or longer if required by state or local law, Landlord may increase Resident's payment for pest control. Resident acknowledges that it is necessary for Resident to keep the Premises clean and take other measures to prevent infestation by pests, including but not limited to, insects, birds, rodents, and other vermin. Resident agrees to keep the Premises in a clean and sanitary condition to ensure a healthy and safe environment for all residents and occupants, as well as to prevent infestation by insects, birds, rodents, and other vermin. To prevent such infestation, Resident needs to limit food and water sources for insects, birds, rodents, and other vermin. Resident agrees to: (a) promptly and regularly dispose of garbage, trash, and debris. Resident agrees not to accumulate excessive amounts of trash inside the Premises or on the Property and use a garbage container with a lid; (b) not leave food out and store food in airtight containers; (c) not leave out dirty dishes, pots, pans, utensils, etc.; (d) thoroughly rinse garbage disposal after use and cover with lid; (e) not leave standing water on floors, countertops or anywhere in the Premises; (f) reduce clutter to eliminate potential places for insects or rodents to hide; (g) vacuum luggage after traveling because many pests tend to travel; (h) not feed wild birds or other wild animals. They may become pests by leaving toxic droppings on balconies, etc. (i) **immediately** notify Landlord of any infestations by insects, birds, rodents, or other vermin in the Premises or in any other areas of the Property; (j) **immediately** notify Landlord of any plumbing and other water leaks or other moisture problems; (k) **immediately** notify Landlord of any holes or cracks in the Premises; (l) comply with any and all instructions given by Landlord and by extermination, fumigation, or pest control service providers hired by Landlord; and (m) as necessary, discard household items that cause, or contribute to, pest infestation. The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, is within Landlord's sole discretion.

If Resident has caused any insect/bird/rodent/vermin infestation by insufficient housekeeping or has aggravated it, Landlord may charge Resident, in addition to routine pest control cost, for reasonable extermination, treatment, and/or fumigation costs as permitted by federal/state/local laws. Resident agrees to permit Landlord to periodically inspect the Premises on an "as needed" basis after reasonable notice to Resident under state/local

laws for recurring extermination or fumigation services and to verify that Resident has cured insufficient housekeeping and/or pest infestation. **Resident agrees not to apply any pesticides without receiving Landlord's prior written consent.**

As required by any state or local law, Landlord will notify Resident of extermination or fumigation or pest control services with 24 hours advance written notice unless an emergency requires immediate treatment or fumigation. As permitted by federal/state/local laws, Resident shall be responsible for damages to the Premises and to Resident's property resulting from Resident's failure to maintain sanitary Premises, unauthorized use of pesticides, and/or failure to comply with instructions from extermination or fumigation or pest control service providers or Landlord. A breach of any of the above-described obligations shall constitute a material breach of this Lease.

Resident, Occupants, and guests must cooperate and not interfere with pest control inspections or treatments. Resident is responsible for and must, at Resident's expense, have Resident's and Occupant's personal property, furniture, clothing, and possessions treated according to accepted treatment methods established by Landlord. Resident will follow all directions to clean and treat the Premises and property that are infested. Resident will remove or destroy personal property that cannot be treated or cleaned as close as possible to the time Landlord or pest control service providers treated the Premises.

**Mold:** Resident acknowledges that it is necessary for Resident to provide appropriate climate control and take other measures to reduce and prevent mold and mildew from accumulating in the Premises. Resident agrees to: (a) clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible; (b) not block or cover any of the heating, ventilation or air-conditioning ducts in the Premises; (c) maintain a temperature between 50 to 80 degrees Fahrenheit whenever possible; (d) allow an exchange of air and permit sunlight to enter and air out your home when weather is warm and dry. Run the fan on your furnace to help circulate fresh air; (e) keep windows and doors closed in damp, humid, or rainy weather; (f) vacuum and mop on a regular basis to remove household dirt and debris that contribute to mold growth. A vacuum cleaner with a HEPA filter will help remove mold spores; (g) clean and dry the walls and floors around the sink, bathtub, shower, toilet, windows and patio doors using a common household disinfecting cleaner. On a regular basis, wipe down and dry areas where moisture sometimes accumulates (such as countertops, windows, and windowsills, etc.); (h) use the bathroom fan when bathing or showering and allow the fan to run until all excess moisture has been vented from the bathroom; (i) use the exhaust fan in your kitchen when cooking or while running the dishwasher and allow the fan to run until all excess moisture has been vented from the kitchen; (j) clean the lint filter after each use of the dryer and promptly report any damage to the vent connection; (k) wipe dry any condensation that may form in closets; (l) limit houseplants to a reasonable number to limit excess humidity and limit molds that could grow on the soil surface. Avoid overwatering; (m) blot dry any spills on your carpeting; (n) not overfill closets or storage areas. Overcrowding restricts airflow; (o) not block kitchen or bathroom exhaust fans/vents.

Resident agrees to immediately report to the Management Office (a) any leak, water damages, or excessive moisture in the Premises, storage room(s), garage, or other common area; (b) any areas of visible mold or mildew "like" growth that cannot be removed by simply applying a common household cleaner and wiping the area; (c) any failure or malfunction in the heating, ventilation, air conditioning, or laundry systems in the Premises; (d) any doors or windows that do not open or close properly; and (e) musty or moldy odors. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this clause, to the maximum extent permitted by state/local law. A default under this clause shall constitute a material breach of this Lease.

If damage to the Premises and/or other areas of the Property from fire or casualty is a result of Resident's negligence, recklessness, or intentional or deliberate actions, Resident will be responsible for payment of the repair and damages to restore the Premises and/or other areas of the Property damaged to its original condition. Failure to pay such amount constitutes material breach of this Lease and shall entitle Landlord to exercise all remedies available under state/local law.

18. **Liens:** Resident shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Resident. Resident shall notify all

parties performing work on the Premises at Resident's expense that this Lease does not allow any such liens to attach to Landlord's interest. In the event Resident does cause any liens to attach to the Property, such occurrence shall be a material breach of the Lease, and Resident shall be responsible for payment of any costs incurred by Landlord (including attorney's fees) to cause the removal of such.

**19. Violating Laws and Causing Disturbances:** Resident, Occupant(s), and Resident's guests will not commit any acts or use the Premises or common areas in such a way as to (a) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs or drug paraphernalia; (b) commit property damage; (c) engaging in or threatening violence; (d) disrupting or interfering with Landlord's business operations; (e) possessing a weapon prohibited by state or federal law; (f) discharging a firearm, or displaying or possessing a gun, knife, or other weapon in the Premises or any common area; (g) bringing hazardous materials into the Premises or on/across any common area; or (h) annoy, disturb, inconvenience, threaten, or interfere with the quiet enjoyment and peace and quiet of any other resident, management staff, contractors or vendors, including but not limited to, excessive noise or other disturbances. Engaging in any of the foregoing conduct by Resident, or any of Resident's family members, guests or invitees shall constitute a material breach of this Lease.

As allowed by federal, state, and local laws, Landlord, upon issuance of duly served tenancy termination and/or eviction notices, may terminate Resident's tenancy for criminal activity by any Resident, Occupant, guest, or any other person under Resident's control. Any person in the unit, with or without the Resident's knowledge, including but not limited to invitees of guests or other invitees, shall be deemed to be guests for purposes of this agreement. Resident is fully responsible for the conduct of any member of Resident's household, guest or invitees. Criminal activity includes, but is not limited to, felonies and misdemeanors. Landlord may evict the household and/or otherwise terminate this Lease regardless of whether there has been an arrest or a conviction for such criminal activity, as permitted by state/local law.

As allowed by federal, state, and local laws, if a Resident or Occupant is listed on a state/county/city/local sex offender registry or it otherwise comes to Landlord's attention that a Resident or Occupant is a registered sex offender, Landlord may evict the household and/or otherwise terminate this Lease after duly serving eviction or tenancy termination notices as required by state/local law.

**Use of Marijuana:** The use, possession, manufacture, sale or distribution of marijuana by any Resident, household member, guest, or any other person under Resident's control, for any purpose, is prohibited on the premises and project grounds and shall be a material breach of this Lease. There is no exception for marijuana purported to be for medical reasons.

**20. Landlord's Obligation:** At all times during the term of this Lease, Landlord shall maintain the Property and the mechanical devices within the Premises in a clean, safe, and workable condition as required by state/local law. Resident shall report all needed repairs to Landlord at the Management Office or through the resident portal. Repairs shall be made within a reasonable time following notification during normal business hours. Emergency maintenance service is available after hours to handle requests of a true emergency nature that cannot wait until normal business hours. If such repairs are of an emergency nature, the repairs shall be addressed within a reasonable time under the circumstances. Resident acknowledges that mechanical items do break and that repairs are an ongoing process at any rental property. It is expressly agreed, if Landlord is diligent in its effort to effect repairs, temporary suspension of services within the Premises and on the Property shall not constitute a basis for the termination of this Lease or abatement of Rent. As provided by law, Resident shall not make any repairs or hire third parties to make repairs without the prior written consent of Landlord.

**21. Landlord's Liability:** Landlord shall not be liable for any injury to any person or damage or loss to any property of Resident, any Occupant, guest or invitee, unless due to the specific negligence of Landlord. Resident shall secure insurance to protect Resident and Landlord against liability, property damage, fire and casualty losses with a combined single limit per occurrence for liability coverage in the amount of \$100,000.00 for personal injury/death and destruction/damage to property. Failure to secure and maintain said insurance shall be considered a material breach of the terms of this Lease, which may, at Landlord's election, result in the termination of Resident's tenancy by Landlord and eviction from the Premises. Landlord will charge Resident a \$50 fee per month which shall be due as additional rent for any month Resident's insurance has lapsed and is not in effect. The fee imposed for failing to maintain insurance under this Lease is not a limit on Resident's liability for personal injury/death and destruction/damage to property as specified herein. Resident will be

strictly liable for the entire amount of any injury to the person or property. Resident hereby acknowledges and agrees that Resident is not a co-insured on any insurance maintained by Owner or Landlord, including but not limited to fire or structural insurance. Unless inconsistent with state/local law, Landlord shall not be liable for the loss or damage to Resident's personal property from theft, vandalism, fire, water damage, smoke, Landlord supplied appliances, operating systems, interruption of utility services, or other cause. If for any reason Landlord agrees to render services such as handling furniture, cleaning, delivering or accepting packages, or providing access, Resident specifically agrees to hold Landlord harmless from all liability in connection with such services. **RESIDENT WAIVES ANY ASSIGNMENT OF SUBROGATION RIGHTS TO RESIDENT'S INSURER. RESIDENT ALSO AGREES TO INDEMNIFY LANDLORD AND HOLD IT HARMLESS FROM ANY AND ALL CLAIMS OF RESIDENT'S INSURER, INCLUDING A REIMBURSEMENT OF ALL LANDLORD'S DEFENSE COSTS AND ATTORNEY'S FEES.**

In the event of damage to the Premises or Property through fire, water, or other casualty, which makes the Premises or Property as a practical matter totally unusable for residential purposes, Landlord may offer Resident alternative premises if such space is available. Resident may, at his/her option, accept the alternative premises, in which event the Lease terms, including but not limited to the timely payment of rent, shall continue in full force and effect. The Resident shall not occupy any Premises that the Landlord has decided cannot be occupied due to damage. Notwithstanding other provisions in this Lease to the contrary, in the event no alternative premises are available or Resident elects not to accept alternative premises offered by the Landlord, this Lease may be terminated by either party with at least five (5) days written notice. In the event of termination, neither party shall have any further obligation to each other. Any rent paid for the month shall be prorated through the date of move-out and the unearned portion refunded to Resident together with any deposits minus lawful deductions. This Resident's right to terminate the Lease will not apply if the damage was caused by Resident, Occupant(s) or Resident's guest(s) and Resident shall be liable for the costs to remediate the Premises and/or Property for damage due to fire, water or other casualty.

- 22. Pets:** No pets are permitted on the Property at any time except by prior written consent of Landlord. Should Landlord agree to permit a pet, both parties must sign a separate addendum, which may entail a separate deposit, additional fee, and/or rent. The keeping of a pet for any duration without written consent shall constitute a material breach of this Lease. Such breach may result in the termination of Resident's tenancy by Landlord and eviction from the Premises. If Resident has pets, service or companion animals, they must be secured during maintenance work. If not, Maintenance shall be entitled to leave the unit prior to the completion of the work, and it shall be Resident's sole responsibility to schedule the completion of the work after the animal has been secured.
- 23. Acknowledgment of Security Policy:** Resident acknowledges that neither Owner nor Landlord has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

Resident acknowledges that neither Owner nor Landlord warrants or guarantees the safety or security of Residents, Occupants, and their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property.

Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Resident acknowledges receipt of a pamphlet entitled *Residential Safety*.

- 24. Assignment:** Resident shall not sublet, transfer, or assign this Lease, the Premises, or any part thereof, without Landlord's prior written consent, which the Landlord may withhold in its sole discretion. If Landlord agrees to an assignment, the assignee(s) must apply for residency and meet the resident selection criteria. No assignment shall be valid hereunder unless in writing with Landlord's prior written consent.

Sub-letting or "re-renting" the Premises, or any part thereof, to a third party through the use of any online community marketplace website, social media venue, or any other medium of communication is explicitly prohibited. Examples of such community marketplace and social media websites and applications used to

facilitate these prohibited actions include but are not limited to: Airbnb.com, Craigslist.org, Couchsurfing.com, Homeaway.com, Tripadvisor.com, Sublet.com, HomeExchange.com, Facebook, Myspace, Twitter, etc. . . . “Use” includes advertising, and any and all other activities involved in locating short term renters and or disseminating information of, and regarding, the possible availability of the Premises for any apartment for rental by short-term or transient occupants on sites such as Expedia, Priceline, hotels.com, booking.com, Airbnb or other similar locator websites, or web-based, electronic media, or private websites for individuals or companies. Should Landlord agree to permit Resident to home share, Resident must receive Landlord’s prior written consent by executing the appropriate Addendum. Violation of this provision subjects Resident to a \$500 fee for each daily breach that the Premises is sub-let in violation of this paragraph and for actual damages arising as a result of each breach, as the Landlord in its sole discretion shall determine. This fee or the actual damages shall be deemed additional rent.

Arrangements/agreements of any kind made between Resident and other third parties under the conditions described above preclude those third parties from being considered a “Guest” as described in Paragraph 25 of this Lease, and thus are precluded from enjoying the rules, conditions, and benefits described in Paragraph 25 of this Lease. No such arrangements/agreements shall be valid and are a material breach of this Lease. Violation of this paragraph 24 shall be a material breach of this Lease.

**25. Guests:** Occupancy by guests for more than fourteen (14) total days within any 30-day period is prohibited without Landlord’s written consent and will be construed as a breach of this Lease. Resident acknowledges that Resident shall be held responsible for the actions of Resident’s guests that violate this Lease or the Rules and Regulations. Resident acknowledges that the Rules and Regulations pertaining to visitors are material to this Lease and that violations shall be considered a material breach of this Lease and may result in termination of Resident’s tenancy.

Unless inconsistent with state/local law, Landlord has the right to bar individuals from the Premises. Resident must inform guests of all Lease provisions regarding use of the Premises and all rules and regulations. Guests in violation of these provisions or rules and regulations may receive a barred notice and placed on a barred list by Landlord. If Resident or Occupant allows a known barred person onto the Premises, it will be considered a material breach of this Lease and may result in immediate eviction from the Premises.

**26. Rules and Regulations:** Resident agrees to comply with all Rules and Regulations governing the Property whether now in effect or hereinafter promulgated and delivered to Resident by Landlord. Resident acknowledges receipt of the Rules and Regulations in effect as of the date hereof, which are attached to and incorporated into this Lease. Failure to comply with the aforementioned rules and regulations shall be considered a material breach of this Lease. Resident is fully responsible for the conduct of any member of Resident’s household, guest or invitees.

**27. Recreational/Fitness Facilities:** If Landlord maintains recreational and/or fitness facilities, Resident agrees to strictly comply with all Rules and Regulations as issued by Landlord, whether now in effect, or hereinafter promulgated and delivered to Resident. If Landlord maintains recreational and/or fitness facilities, Resident agrees to strictly comply with all Rules and Regulations as issued by Landlord. In addition, Rules and Regulations governing amenities are posted in the respective areas, and Resident agrees to strictly comply with the same. Landlord reserves the right to revoke or suspend the use of any recreational and/or fitness facilities due to the violation of said Rules and Regulations.

**RESIDENT, OCCUPANT(S), AND RESIDENT’S GUESTS SHALL ASSUME THE RISK OF ALL USE OF ANY OF LANDLORD’S RECREATIONAL AND/OR FITNESS FACILITIES. LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY INJURIES, DAMAGES OR LOSSES SUSTAINED BY RESIDENT, OCCUPANT(S), OR RESIDENT’S GUESTS. PERSONS USING AMENITIES DO SO AT THEIR RISK. LANDLORD IS NOT RESPONSIBLE FOR ANY ACCIDENT OR INJURY IN CONNECTION WITH SUCH USE. LANDLORD IS NOT LIABLE FOR ANY LOSSES, EXPENSES, DAMAGES, OR COSTS SUFFERED OR INCURRED OR IN ANY WAY ARISING FROM SUCH USE.**

Landlord reserves the right to suspend the use of any recreational and/or fitness facilities for the purpose of repairs or modifications. Such action shall not form a basis for a claim for damages, for the termination of this Lease, or for a reduction or abatement of the Rent herein.

No management-provided facilities, including but not limited to fitness rooms, pools, spas, or courts, or theater rooms, and no common areas or garages, may be used by any resident for any commercial or business purpose.

- 28. Entrance Access Devices:** All devices (access cards, codes, keys, etc.) issued to Resident for access to common areas, garages, apartments, etc. are the property of Landlord to be utilized solely by and held in possession of the Resident and authorized Occupants. These devices may be subject to additional Rules and Regulations as issued by Landlord. If Resident provides an entrance device to any person without authorization, other than a key to Resident's individual rental apartment (the Premises), it shall constitute a material breach of this Lease and Landlord may terminate tenancy.
- 29. Holdover Tenancies:** A holdover tenancy will be created if the Resident fails to turn in keys and vacate the Premises on or before the termination or expiration of this Lease or if the Resident fails to respond to Landlord's offer of renewal and Resident will be assessed an amount in accordance with state/local law. If Resident fails to vacate on or before the date set forth in any termination notice given by either Resident or Landlord, Resident shall be liable for liquidated damages at the rate of two times the monthly rent as permitted by state/local law.
- 30. Delivery of Premises:** In the event Landlord is not able, through no fault of its own, to deliver the Premises to Resident at the time called for herein, the rent shall be abated on a pro-rata basis until such time as occupancy can be obtained. Any abatement shall constitute full settlement of all damages caused by such delay or the Landlord, at its election, shall be allowed reasonable time to deliver possession of the Premises. If Landlord cannot deliver such possession within 30 days from the beginning of said term, either Landlord or Resident may terminate this Lease by giving written notice to the other, and any payment(s) made under this Lease shall be refunded.
- 31. Waiver:** The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.
- 32. Disclosure:** Brookfield Properties Multifamily, LLC, 127 Public Square, Suite 2500, Cleveland, Ohio 44114, is authorized to manage the Premises and Property, receive rents, execute leases, enforce leases, and receive legal notices, as agent for the owner of the property.
- 33. Change in Ownership/Subordination:** Resident hereby agrees that Resident will recognize Brookfield Properties Multifamily, LLC, as his/her Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which the Premises is contained upon any foreclosure of any deed of trust upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such deed of trust. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such beneficiary or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modifications of this Lease made without the express written consent of such beneficiary.
- 34. Severability:** If any section, subsection, clause, phrase or covenant of this Lease is determined to be unconscionable, unenforceable, or in violation of any applicable law or regulation, such provision shall become null and void. The parties expressly understand that the invalidation of any provision herein shall not affect the remainder of this Lease which shall remain in full force and effect.
- 35. Additional Provisions:**  
A violation of any of these provisions shall be considered a material breach of the Lease, which may, at Landlord's election, result in the termination of Resident's tenancy by the Landlord and eviction from the Premises in accordance with state/local law.

**Choice of Law; Choice of Venue:** The negotiation, execution, performance, termination, interpretation and construction of the Lease is governed by the laws of the State of Texas. If Landlord or Resident brings a lawsuit or any other action relating to the Lease, Landlord or Resident agrees to file its lawsuit in the Texas County where the Property is located. Landlord and Resident agree to the exclusive jurisdiction of this court and consent to venue in that court. Resident agrees that this Lease will not limit or waive any rights of the Landlord or Resident under applicable United States federal, state, or local laws.

**Attorney's Fees:** In the event Landlord deems it necessary to engage the services of an attorney to seek Resident's compliance with any of the terms of this Lease due to the violation, default or breach thereof, or to collect any sums due from the Resident, or for any other reason, Resident agrees to pay Landlord's attorney's fees and costs. Additionally, should Resident initiate any legal proceeding against Landlord, Resident shall pay Landlord's attorney's fees and costs incurred in relation to such proceeding if Landlord is the substantially prevailing party. In no event shall Landlord be responsible for Resident's attorney's fees and costs.

**Class Action Waiver:** Resident agrees that Resident will not participate in any class action claims against Landlord or Landlord's representatives. Resident must file any claim against us individually, and Resident expressly waives Resident's ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against Landlord in any forum.

RESIDENT UNDERSTANDS THAT, WITHOUT THIS WAIVER, RESIDENT COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, RESIDENT ACCEPTS THIS WAIVER AND CHOOSES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH 35 – ADDITIONAL PROVISIONS - CLASS ACTION WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

**Termination Rights:** Residents may have special statutory rights under Texas law to terminate this Agreement in certain situations involving family violence or a military deployment or transfer. Residents may also have special statutory rights under Texas law to terminate this Agreement in certain situations involving certain sexual offenses or stalking.

**Executive Order:** Resident warrants and represents to Landlord that Resident is not, and shall not become, a person or entity with whom Landlord is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

**Photographs and Videos:** Resident consents to Landlord's use of photographs and/or video images of the Resident and the Premises, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar communities owned or operated by Landlord. Landlord may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident consents to the publication of these images and waives any claims against Landlord for use of such images.

**Legal Description:** The Premises is located in Lot No. 13 in Block 135/96 of Smith, Murphy and Martin Addition, City of Dallas, Dallas County, Texas.

**Asbestos-Containing Building Materials:** Pursuant to federal regulation, thermal system insulation, sprayed or troweled on surfacing materials, and asphalt and vinyl flooring materials installed no later than 1980 are presumed to contain asbestos. A Texas Department of State Health Services Licensed Individual Asbestos Consultant has evaluated asbestos reports and other information for the property and determined that previously identified asbestos was abated during restoration activities. The State of Texas requires sampling prior to any renovation or demolition activities; thus Residents must contact the Landlord or agent before commencement of any Resident improvements, repairs, renovation or remodeling activities.

**Smoke Free Property:** The parties want to reduce or eliminate (a) the irritation and known health effects of secondhand smoke; (b) the increased maintenance, cleaning and redecorating costs from smoking, and (c) the increased risk of fire and insurance costs associated with smoking, in the Premises and the common areas in the building, and on the Property. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product or similar lighted product in any manner or in any form. Smoking also includes use of an electronic cigarette. The term "electronic cigarette" means any electronic device that provides a vapor or liquid nicotine and/or other substances to the user as the user simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

Smoking is not allowed anywhere in the Premises or in the common areas of the Property or grounds. It will be a material breach of this Lease if Resident or any Occupant or guest smokes in the Premises or the common areas of the Property and such breach shall constitute grounds for immediate termination of this Lease and Resident's tenancy. Additionally, a violation of the no smoking policy will result in a \$100 charge per violation. Payment of the violation charge does not waive Landlord's right to terminate this Lease and Resident's tenancy. Resident shall inform Occupants and guests of this no-smoking policy. Landlord will have the right, but not the obligation, to enforce Resident's smoke-free obligations. Landlord does not guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of Resident. Landlord shall owe no duty to any Resident or Occupant to enforce this provision against any other Resident or Occupant. Landlord makes no implied or express warranties that the Premises or Property will have higher air quality standards than any other areas. The success of Landlord's efforts to make the designated areas smoke-free are dependent on compliance by Resident and others. If Resident or any Occupants or guests have respiratory ailments, allergies, or any other physical or mental condition relating to smoke, Resident acknowledges receiving notice that Landlord does not assume any higher duty of care to provide a smoke-free environment than the duty of any other landlord under any lease for premises where smoking is not prohibited. Furthermore, Landlord reserves the right to change or eliminate the smoke-free policy in the future. Residents of other buildings on the Property may not be under the same smoke-free restrictions.

Resident agrees that in the event smoking occurs in the Premises, Resident will be responsible for the cost to restore the Premises to its smoke-free condition upon move out and damages to the Premises. Such costs include, but are not limited to, repainting, ozone or other odor removal treatment and replacement of carpet, window treatments, appliances, countertops, ceiling fans and flooring.

**The Landlord, its agents, and employees are pledged to both the letter and spirit of the U.S. and state policy for the achievement of equal housing opportunity throughout the nation. Landlord strictly abides by all applicable Federal, state, and county laws. Management does not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other protected classes under state/local law.**

## RULES AND REGULATIONS

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|---|--|
| <b>SIGNS AND NOTICES</b>                              | No advertisements, signs, or other notices may be posted on bulletin boards and/or areas provided for this service unless first approved in writing by Landlord. No advertisements, signs, notices or similar items may be placed on walls, callboards, mailboxes, apartment doors, windows, or any common areas except as herein stated.  |
| <b>NOISE, DISTURBANCES, ETC.</b>                      | The loud playing of stereos, televisions or musical instruments and any noisy or boisterous conduct that would disturb the peace and quiet to which other residents are entitled is prohibited.  |
| <b>PROPER ATTIRE</b>                                  | Residents and guests will wear proper attire in halls, on lawns, and in all other common areas.  |
| <b>SOLICITATIONS</b>                                  | Solicitation is not permitted on the property. Any solicitors or suspicious persons should be immediately reported to the Management Office/Front Desk.  |
| <b>PETS</b>   | No dogs, cats, or pets of any kind are permitted on the premises without Landlord's prior written consent. The execution of a Pet Addendum and payment of any applicable pet deposit(s), fee(s), and/or additional rent may be required. Certain types, breeds and/or sizes/weight may be prohibited. Pets may be permitted on certain floors and/or buildings only.<br><br>Residents are responsible for informing their visitors that visitors' pets are not allowed on the premises. Residents are not permitted to use their apartments to care for pets belonging to other persons. |
| <b>ENTERING AN APARTMENT</b>                          | A resident's consent to enter should be on file in the management office for general maintenance to be completed by property personnel. Deliveries and/or outside service companies will not be permitted to enter Resident's apartment in Resident's absence without Resident's <b>express written consent</b> for each delivery and/or service. Permission to enter an apartment is not required in case of emergency.   |
| <b>MOVING</b>   | Moving of furniture and household goods into and from the Premises is restricted to the hours and days prescribed by Landlord and may be restricted to designated doors and/or elevators. Use of elevators for moving purposes must be scheduled with the Management Office.   |
| <b>PAINTING AND REDECORATING</b>                      | Residents may paint apartments only with prior <b>written consent</b> of Landlord and only in standard colors. It is understood that when Resident vacates, walls must be restored to the original color or Resident will be charged for any additional coat(s) of paint.  |
| <b>WINDOW COVERINGS</b>                               | Window coverings are to be at least three inches from all registers. The side facing out must be white to promote uniformity in the external appearance of the property. Windows may not be covered with aluminum foil or any other type of tinting/darkening product. At no time may window coverings furnished by Landlord be removed.   |
| <b>NAILS IN CEILINGS AND WALLS</b>                    | No spikes or hooks shall be driven into the ceiling, walls and/or woodwork or cement. Small nails may be used on drywall only, but never on cement walls for the purpose of hanging pictures unless other devices are recommended by Landlord. Fixtures used for hanging window coverings are permitted.   |
| <b>CHANGES TO STRUCTURE, EQUIPMENT, OR APPLIANCES</b> | No mechanical, electrical, plumbing or structural equipment or major appliances or configuration on any part of the premises may be altered, modified, installed or removed without express written consent of Landlord. Resident shall be responsible for all costs for repair or replacement of any unauthorized removals or changes.  |

**BALCONIES,  
PATIOS &  
WINDOWS**

Patios or balconies must be neat and clean at all times. Bicycles, motorcycles, boxes and/or equipment may not be stored on patios or balconies. Grills may not be used or stored on balconies or patios. Towels and laundry may not be hung within patios and balconies or from balcony railings. Flower planters must be hung inside balcony railings. Furniture, other than acceptable lawn furniture, shall not be kept on balconies or patios. Carpeting is prohibited. Resident will not allow anything whatsoever to fall from the balconies, patios, or windows of the premises. Bird feeders are prohibited. Exterior window sills must be kept clear at all times.

**TRASH AND  
RECYCLING**

All Residents are required to separate recyclables and landfill trash and to participate in recycling programs. Special containers for recycling are provided in each trash room. Signs outlining acceptable Recycling items are posted by the respective containers. Boxes and cartons must be broken down. Only place materials that cannot be reused or recycled in the trash. Dispose of trash ONLY in areas prescribed by Landlord. Chutes are located on every floor. Before depositing trash into the chutes, please be sure it is placed in small trash bags and tightly tied. No trash, bottles, or papers shall be left in any utility room, hall, elevator, or other common area. Do not sweep dust, dirt, or trash into a common area or dispose of from windows, doors, or balconies. Residents are responsible for disposing of all furniture items. Landlord reserves the right to bill Resident for removal of garbage/trash left in an unauthorized area.

**USE AND CARE  
OF PLUMBING  
FIXTURES**

The toilets, bathtubs, sinks, and garbage disposal shall be used only for their intended purpose. The Resident shall pay for any damage resulting from any type of misuse whatsoever.

**WIRING,  
CONDUIT &  
UTILITY LINES**

Running exposed wires or fixtures in violation of electrical code is prohibited. Resident shall report any defects in utility lines (gas, water, electrical) to Landlord immediately.

**COOKING**

Cooking or baking shall only be done in the kitchen or other areas **expressly designated** by Landlord. Cooking food on balconies and/or patios using hibachis, grills, etc. is prohibited.

**OBSTRUCTION  
OF  
PASSAGEWAYS**

The lobbies, sidewalks, entries, passages, vestibules, halls, stairways and/or elevators shall not be obstructed or used for any purpose other than for entering and leaving the respective apartments and buildings. Personal property shall not be left in halls, walks, entrances, or any other common area. Loitering or lounging is strictly prohibited.

**SMOKING**

Smoking is not allowed anywhere in the Premises or in the common areas of the Property or grounds.

**RECREATION  
AREAS**

Recreation is permitted only in designated areas, not in vacant apartments or in common areas such as lobbies, elevators, halls, walks, or parking lots.

**INSURANCE**

Insurance coverage maintained by Landlord does not protect Residents from loss of personal property or liability for property damage, fire and casualty losses caused by Resident's negligence. Resident is advised to obtain insurance protecting his/her personal property. Resident is required to obtain insurance protecting the Premises and Property from liability, property damage, fire and other casualty caused by Resident's negligence.

**AMENITIES**

Regulations governing amenities are posted in the respective areas. Persons using amenities do so at their own risk. Landlord does not assume responsibility for any accident or injury in connection with such use, and shall not be held liable for any losses, expenses, damages, or costs suffered or incurred or in any way arising from such use.

|                                   |   |
|-----------------------------------|---|
| <b>HAZARDOUS SUBSTANCES</b>       | Inflammable, combustible, and explosive fluids, chemicals, or substances shall not be kept in the apartment, on the balcony, or in any storage area except those intended and required for normal household use.  |
| <b>ENERGY CONSERVATION</b>        | Reasonable efforts must be made to conserve energy resources. Resident shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the premises.   |
| <b>LOCKOUTS</b>                   | A lockout fee may be assessed if a Resident requires assistance after office hours. This charge will be in addition to monthly rent and will be billed by the Management Office. No money is to be paid to any management employee at the time of the lockout.  |
| <b>ACCESS DEVICES</b>             | A replacement fee may be assessed for lost or stolen access devices. Access devices include but are not limited to, unit key(s), FOB key(s), mailbox key(s), garage transponder(s), and any other device utilized for accessing the Premises and Property. All access devices are for the exclusive use of Resident and Occupants only, to be returned to Landlord at the time of move out. The replacement fee for access devices not returned will be charged to Resident. Any access devices utilized by guests and/or persons other than Resident may be de-activated at Landlord's discretion. |
| <b>CAR CARE</b>                   | Washing, repairing, or lubricating vehicles on the premises is not permitted except in areas as may be designated by Landlord. Automobiles must be in "working condition."  |
| <b>PRIVATE WORK FOR EMPLOYEES</b> | Residents are not permitted to request Landlord's employees to perform work of a private nature.  |
| <b>WILD/STRAY ANIMALS</b>         | Feeding of stray/wild animals is prohibited.  |
| <b>RESIDENT PORTAL</b>            | Landlord encourages the use of the secure resident portal to make payments, view account balances, enter service requests, register guests and visitors, and view community announcements and other important documents, etc.   |
| <b>VISITORS</b>                   | Visitors must be announced by telephone before they are allowed entrance into the residential areas of the building. In the event Resident expects deliveries, outside service companies, and/or guests while not at home, <b>express written consent</b> must be filed at the Front Desk for <b>each</b> case.   |
| <b>ADDITIONAL POLICIES</b>        | All residents shall be governed by such additional policies as Landlord may publish from time to time. Such additional policies will carry the same weight and obligation as the rules and regulations listed herein. Resident shall follow such rules, regulations, and policies as may be posted in buildings, recreational areas, and common areas, and shall direct family, visitors, invitees, licensees, and agents to also comply.   |

**Water allocation and submetering is regulated by the Texas Public Utility Commission (PUC). In accordance with PUC rules, a copy of the applicable rules are provided to you below:**

**CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.**

**Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.**

**§24.275. General Rules and Definitions.**

(a) **Purpose and scope.** The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.

(b) **Application.** The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect, rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.

(c) **Definitions.** The following words and terms, when used in this subchapter, have the defined meanings, unless the context clearly indicates otherwise.

(1) **Allocated utility service** -- Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.

(2) **Apartment house** -- A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rent paid at intervals of one month or more.

(3) **Condominium manager** -- A condominium unit owners' association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code **Condominium Manager** and **Manager of a Condominium** have the same meaning.

(4) **Customer service charge** -- A customer service charge is a rate that is not dependent on the amount of water used through the master meter.

(5) **Dwelling unit** -- One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities, a unit in a multiple use facility, or a manufactured home in a manufactured home rental community.

(6) **Dwelling unit base charge** -- A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.

(7) **Manufactured home rental community** -- A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.

(8) **Master meter** -- A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.

(9) **Multiple use facility** -- A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.

(10) **Occupant** -- A tenant or other person authorized under a written agreement to occupy a dwelling.

(11) **Overcharge** -- The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit after a violation occurred

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relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. **Overcharge** and **Overbilling** have the same meaning.

(12) **Owner** -- The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility, and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility. The term does not include the manager of an apartment house unless the manager is expressly identified as the landlord in the lease agreement.

(13) **Point-of-use submeter** -- A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.

(14) **Submetered utility service** -- Water utility service that is master metered for the owner by the retail public utility and individually metered for the owner at each dwelling unit, wastewater utility service based on submetered water utility service, water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled, or wastewater utility service based on total water use as measured by point-of-use submeters.

(15) **Tenant** -- A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others; and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.

(16) **Undercharge** -- The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit less than the amount the tenant would have been charged under this subchapter. **Undercharge** and **Underbilling** have the same meaning.

(17) **Utility costs** -- Any amount charged to the owner by a retail public utility for water or wastewater service. **Utility Costs and Utility Service Costs** have the same meaning.

(18) **Utility service** -- For purposes of this subchapter, utility service includes only drinking water and wastewater.

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effective 10/17/18  
(P 48526)

§24.275.2

effective 10/17/18  
(P 48526)

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**CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.**

**Subchapter L WATER UTILITY SUBMETERING AND ALLOCATION.**

**§24.277. Owner Registration and Records.**

**(a) Registration.** An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.

**(b) Water quantity measurement.** Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:

- (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit;
- (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.

**(c) Plumbing system requirement.** An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.

**(d) Installation of individual meters.** On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.

**(e) Records.** The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (d) of this section. The owner may require that the request by the tenant be in writing and include:

- (1) a current and complete copy of TWC, Chapter 13, Subchapter M;
- (2) a current and complete copy of this subchapter;
- (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
- (4) information or tips on how tenants can reduce water usage;
- (5) the bills from the retail public utility to the owner;
- (6) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
- (7) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.281(e)(2) of this title (relating to Changes and Calculations); and
- (8) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;

- (9) for submetered billing:

- (A) the calculation of the average cost per gallon, liter, or cubic foot;

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Effective 10/17/18  
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**(B)** if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;

- (C) all submeter readings; and

- (D) all submeter test results;

(8) the total amount billed to all tenants each month;

(9) total revenues collected from the tenants each month to pay for water and wastewater service, and

(10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.

**(f) Records retention.** Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.

**(g) Availability of records.**

If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.

If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.

If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.

Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

Effective 10/17/18  
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**Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.**

**§24.279. Rental Agreement.**

(a) **Rental agreement content.** The rental agreement between the owner and tenant shall clearly state in writing

- (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
- (2) which utility services will be included in the bill issued by the owner;
- (3) any disputes relating to the compilation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
- (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bill for that period;
- (5) if not submetered, a clear description of the formula used to allocate utility services;
- (6) information regarding billing such as meter reading dates, billing dates, and due dates;
- (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
- (8) the tenant has the right to receive information from the owner to verify the utility bill, and for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.281(d)(3) of this title (relating to Charges and Calculations) that will be billed to tenants.

(b) **Requirement to provide rules.** At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.

(c) **Tenant agreement to billing method changes.** An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.

(d) **Change from submetered to allocated billing.** An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:

- (1) equipment failures, or
- (2) meter reading or billing problems that could not feasibly be corrected.

(e) **Waiver of tenant rights prohibited.** A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

**§24.281. Charges and Calculations.**

(a) **Prohibited charges.** Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.

(b) **Dwelling unit base charge.** If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.

(c) **Customer service charge.** If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.

(d) **Calculations for submetered utility service.** The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month, as follows:

- (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption on the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
- (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption, for manufactured home rental community or the owner or manager of apartment house, a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:

(A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter D; or

(B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8 (42 United States Code, §437f); and

(4) final bill on move-out for submetered service. If a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the first three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.

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effective 10/17/18  
(P 48326)

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effective 10/17/18  
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**CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.**

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(e) **Calculations for allocated utility service.**

(1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:

(A) dwelling unit base charges or customer service charge, if applicable, and

(B) common area usage such as installed landscape irrigation systems, pools, and laundry rooms, if any, as follows:

(i) if all common areas are separately metered or submetered, deduct the actual common area usage;

(ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 2% of the retail public utility's master meter bill;

(iii) if all water used for an installed landscape irrigation system is metered or submetered, and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or

(iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.

(2) To calculate a tenant's bill:

(A) for an apartment, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or

(ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:

(1) dwelling unit with one occupant = 1;

(2) dwelling unit with two occupants = 1.6;

(3) dwelling unit with three occupants = 2.2; or

(4) dwelling unit with more than three occupants =  $2.2 + 0.4 \times$  each additional occupant or three, or

(iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:

(1) dwelling unit with an efficiency = 1;

(2) dwelling unit with one bedroom = 1.6;

(3) dwelling unit with two bedrooms = 2.8;

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(Q) dwelling unit with three bedrooms =  $4 + 1.2 \times$  each additional bedroom; or

(R) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or

(S) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;

(T) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph, or may follow the methods outlined in the condominium contract;

(U) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the area of the individual rental space divided by the total area of all rental spaces; and

(V) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph, or

(ii) the square footage of the rental space divided by the total square footage of all rental spaces;

(W) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. The owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.

(X) **Conversion to approved allocation method.** An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.279(c) of this title (relating to Rental Agreement) and either:

(1) adopt one of the methods in subsection (e) of this section; or

(2) install submeters and begin billing on a submetered basis; or

(3) discontinue billing for utility services.

(Y) **Conversion to approved allocation method.** An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.279(c) of this title (relating to Rental Agreement) and either:

(1) adopt one of the methods in subsection (e) of this section; or

(2) install submeters and begin billing on a submetered basis; or

(3) discontinue billing for utility services.

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effective 10/17/18  
(P 48326)

**CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.**

**Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.**

**§24.283. Billing.**

(a) **Monthly billing of total charges.** The owner shall bill the tenant each month for the total charges calculated under §24.281 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.

(b) **Rendering bill.**

- (1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.
- (2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(c) **Submeter reading schedule.** Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(d) **Billing Period.**

- (1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.
- (2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.

(e) **Multi-item bill.** If issued on multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.

(f) **Information on bill.** The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:

- (1) total amount due for submetered or allocated water;
- (2) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
- (3) total amount due for water or wastewater usage, if applicable;
- (4) the name of the retail public utility and a statement that the bill is not from the retail public utility;
- (5) name and address of the tenant to whom the bill is applicable;
- (6) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute, and
- (7) name, address, and telephone number of the party to whom payment is to be made.

(g) **Information on submetered service.** In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:

- (1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;

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effective 10/17/18  
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**CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.**

**Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.**

**§24.283. Billing.**

(a) **Monthly billing of total charges.** The owner shall bill the tenant each service provided, and total amount due for a service charge charged by an owner or a manufacturer home rental community, if applicable

(b) **Due date.** The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.

(c) **Estimated bill.** An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order, and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.

(d) **Payment by tenant.** Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.

(e) **Overbilling and underbilling.** If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the underbilling. Adjustments for usage by a previous tenant may not be back billed to a current tenant.

(f) **Disputed bills.** In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.

(g) **Late fee.** A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

effective 10/17/18  
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**CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.**

**Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.**

**§24.285. Complaint Jurisdiction.**

(a) **Jurisdiction.** The commission has exclusive jurisdiction for violations under this subchapter.

(b) **Complaints.** If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

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**Subchapter L WATER UTILITY SUBMETERING AND ALLOCATION.**

**§24.287. Submeters or Point-of-Use Submeters and Plumbing Fixtures.**

(4) **Submeters or point-of-use submeters.**

(1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.

(2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.

(3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.

(4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.

(5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.

(6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:

(A) an identifying number;

(B) the installation date (and removal date, if applicable);

(C) date(s) the submeter or point-of-use submeter was calibrated or tested;

(D) copies of all tests; and

(E) the current location of the submeter or point-of-use submeter.

(7) Submeter or point-of-use submeter test. Upon receiving a written request from the tenant, the owner shall either:

(A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters, or

(B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.

(8) Billing for submeter or point-of-use submeter test.

(A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters.

(B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.

(C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets

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effective 10/17/18  
(P 48326)

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effective 10/17/18  
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**Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.**

ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.

(9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.

(10) Submeter or point-of-use submeter testing. Submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.

(b) **Plumbing fixtures.** After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:

(1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads.

(2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found, and

(3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:

(A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and

(B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.

(c) **Plumbing fixture not applicable.** Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



**EPA**  
United States Environmental Protection Agency



United States Consumer Product Safety Commission  
DEPARTMENT OF HOMELAND SECURITY  
United States Department of Housing and Urban Development

June 2017

# Protect Your Family From Lead in Your Home

## **Lead Gets into the Body in Many Ways**

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### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## **Simple Steps to Protect Your Family from Lead Hazards**

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Health Effects of Lead

**Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.**

**In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new-dried paint in excess of 90 parts per million (ppm) by weight.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests/kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **Inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:



- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard

- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



• In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.

• You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.

• To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



### RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/leadadsafe](http://epa.gov/leadadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
  - 250  $\mu\text{g}/\text{ft}^2$  for interior windowsills
  - 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- **Food and liquids cooked or stored in lead crystal or lead-glazed pottery or porcelain** may contain lead.
- **Folk remedies**, such as "greta" and "azarcon," used to treat an upset stomach.

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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<sup>4</sup> In 1978, the federal government banned toys other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

|   |  |  |  |   |   |
|---|--|--|--|---|---|
| <b>Region 1</b> (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)<br>Regional Lead Contact<br>U.S. EPA Region 1<br>5 Post Office Square, Suite 100, OES 05-4<br>Boston, MA 02109-3912<br>(888) 372-7341 | <b>Region 6</b> (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)<br>Regional Lead Contact<br>U.S. EPA Region 6<br>1405 Ross Avenue, 12th Floor<br>Dallas, TX 75202-2733<br>(214) 665-2704 | <b>Region 7</b> (Iowa, Kansas, Missouri, Nebraska)<br>Regional Lead Contact<br>U.S. EPA Region 7<br>11201 Renner Blvd.<br>WWPD/TOPE<br>Lenexa, KS 66219<br>(800) 223-0425  | <b>Region 8</b> (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)<br>Regional Lead Contact<br>U.S. EPA Region 8<br>1595 Wynkoop St.<br>Denver, CO 80202<br>(303) 312-6966                 | <b>Region 9</b> (Arizona, California, Hawaii, Nevada)<br>Regional Lead Contact<br>U.S. EPA Region 9 (CMD-4-2)<br>75 Hawthorne Street<br>San Francisco, CA 94105<br>(415) 947-4280 | <b>Region 10</b> (Alaska, Idaho, Oregon, Washington)<br>Regional Lead Contact<br>U.S. EPA Region 10<br>Solid Waste & Toxics Unit (WCM-128)<br>1200 Sixth Avenue, Suite 900<br>Seattle, WA 98101<br>(206) 553-1200 |
| <b>Region 2</b> (New Jersey, New York, Puerto Rico, Virgin Islands)<br>Regional Lead Contact<br>U.S. EPA Region 2<br>2890 Woodbridge Avenue<br>Building 205, Mail Stop 2225<br>Edison, NJ 08837-3679<br>(732) 321-6671          | <b>Region 3</b> (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)<br>Regional Lead Contact<br>U.S. EPA Region 3<br>1650 Arch Street<br>Philadelphia, PA 19103<br>(215) 814-2088              | <b>Region 4</b> (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)<br>Regional Lead Contact<br>U.S. EPA Region 4<br>AFC Tower, 12th Floor, Air, Pesticides & Toxics<br>61 Forsyth Street, SW<br>Atlanta, GA 30303<br>(404) 562-8998 | <b>Region 5</b> (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)<br>Regional Lead Contact<br>U.S. EPA Region 5 (DUL)<br>77 West Jackson Boulevard<br>Chicago, IL 60604-3666<br>(312) 886-7836 |   |   |

## For More Information

**The National Lead Information Center**  
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hdd.gov/lead](http://hdd.gov/lead), or call **1-800-424-LEAD** (5323).

**EPA's Safe Drinking Water Hotline**  
For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

**Consumer Product Safety Commission (CPSC) Hotline**  
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

**State and Local Health and Environmental Agencies**  
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## **IMPORTANT!**

### **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

### **Consumer Product Safety Commission (CPSC)**

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

#### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

### **U. S. Department of Housing and Urban Development (HUD)**

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

#### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U.S. EPA Washington DC 20460  
U.S. CPSC Bethesda MD 20814  
U.S. HUD Washington DC 20410  
EPA 747-K-12-001  
June 2017

# Dec of Vasti D - 2

Final Audit Report

2025-11-25

|                 |   |
|-----------------|---|
| Created:        | 2025-11-25                                  |
| By:             | Daniel Knott (mthomson@mssattorneys.com)    |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAASJNLMfFBH2kFjGzAUDAY6669wkZppLE |

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2025-11-25 - 6:32:50 PM GMT- IP address: 96.43.1.250
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-  Signer [vasti.delagarza@brookfieldproperties.com](mailto:vasti.delagarza@brookfieldproperties.com) entered name at signing as Vasti De La Garza  
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