



Control Number: 50629



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50629

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TEXAS PUBLIC UTILITY COMMISSION
FILING CLERK

March 6, 2020

Texas Public Utility Commission
Central Records
1701 N. Congress Ave.
P.O. Box 13326
Austin, TX 78711

ATTN: Filing Clerk

RE: Complaint by Emma Carbajal against CSC North Austin Reality, LLC for violation of the non-submetered allocation of water service costs

To the Texas Public Utility Commission:

Emma Carbajal seeks a finding from the Public Utility Commission (Commission) that the owners of Creeks Edge Apartments (Creeks Edge) violated the Commission's rules on non-submetered billing allocation during Ms. Carbajal's 2018-2019 lease. Ms. Carbajal also seeks repayment for over-billing by the Creeks Edge owners during her 2018-2019 lease.

I. Facts

Ms. Carbajal is a tenant at Creeks Edge in Austin, Texas, which is owned by CSC North Austin Reality, LLC. CSC North Austin Reality, LLC's address is 7700 San Felipe St., Ste. 550 Houston, TX 77063-1618. Creeks Edge utilizes a non-submetered system for allocating water costs. Ms. Carbajal began her tenancy in 2018. During her initial lease she was charged \$129 for gas, water, sewer, and trash. (*Exhibit A - Carbajal 2018 lease*). During her tenancy, Ms. Carbajal became aware that other tenants with similarly sized units were charged only \$75 for the same utilities. Ms. Carbajal and her legal representation disputed Ms. Carbajal's charges in May of 2019. In response, Creeks Edge claimed Ms. Carbajal was "undercharged". It provided no documentation of its allocation methodologies in response to Ms. Carbajal's complaint.

On October 11, 2019 Ms. Carbajal signed a new lease which charges \$70 for water, sewer, and gas, with \$13 for trash (*Exhibit B - Carbajal 2019 lease*). However, between May 2019 and October 2019, Creeks Edge never readjusted its billing practices for Ms. Carbajal, continuing to overbill her, and never refunded her the amount of her overbilling. Additionally, the current flat rate utilized does not calculate the monthly amount owed by Ms. Carbajal as required by 16 TX ADC §24.281.

On December 20th, 2019, an informal complaint was submitted to the Commission disputing Creeks Edge's allocation practices for Ms. Carbajal, complaint number CP2019120546. Creeks Edge received a copy of the complaint on December 30th, 2019. (*Exhibit C – Water Complaint Form 2019*). Creeks Edge failed to timely respond to the complaint. (*Exhibit D – January 17, 2020 letter from Martín García*).

On January 14th, 2020, Creeks Edge emailed a response to the informal complaint (*Exhibit E – January 14, 2020 letter from CSC*) to counsel for Ms. Carbajal. It provided no new justification for the charges, nor any necessary information such as the required lease addendum, invoices demonstrating the basis for utility costs, or any calculation methodologies.

On January 17th, 2020, a letter from the Customer Protection Division (CPD) Investigator urged Creeks Edge to resolve the issues identified in the informal complaint, to respond immediately, and to provide CPD documentation of any actions made to resolve the complaint. (*Exhibit D*).

A January 23, 2020 letter from the CPD investigator found that Creeks Edge has not acted consistently with the Commission's substantive rules §24.279, §24.281, and §24.283, governing the rental agreement, charges and calculations, and billing, respectively. (*Exhibit F – January 23, 2020 letter from Martín García*).

II. The Commission has jurisdiction over this complaint

As of the submission of this formal complaint, Ms. Carbajal's informal complaint have not been resolved. Creeks Edge has not provided Ms. Carbajal evidence of their billing methodologies nor have they refunded her for any overbilling. It has been over 35 days since Ms. Carbajal filed her informal complaint and she is unsatisfied with the results of the informal complaint process. She therefore files this formal complaint with the Commission. 16 Tex. Admin. Code. §22.242(d), The Commission has exclusive jurisdiction over this complaint. Tex. Water Code §13.505(b); 16 TAC §24.285(a).

III. Prayer for Relief

Ms. Carbajal seeks a finding that Creeks Edge violated the substantive rules governing non-submetered water service cost allocation and overbilled Ms. Carbajal. She further seeks a refund for any over-billed water and wastewater charges by Creeks Edge during her 2018-2019 and current lease periods. Tex. Water Code §13.505. Ms. Carbajal also requests the Commission to impose penalties against Creeks Edge for its continued violation of Texas laws governing water and wastewater cost allocations, not to exceed \$5,000 per day of violation. Tex. Water Code §13.4151.

Respectfully Submitted,

/s/ Jennifer N. Richards

Jennifer N. Richards

State Bar No. 24107975

Texas RioGrande Legal Aid

4920 N. IH 35

Austin, Texas 78751

Telephone: (512) 374-2758

Fax: (512) 447-3940

E-mail: jrichards@trla.org

CERTIFICATE OF SERVICE

I, Jennifer N. Richards, certify that a true and correct copy of this complaint was served upon the attorney for CSC North Austin Realty via email and certified mail, return receipt requested:

Lori Daves
3624 North Hills Dr.,
Ste. B-100
Austin, TX 78731
lori@thedaveslawfirm.com

/s/ Jennifer N. Richards
Jennifer N. Richards

EXHIBIT A



This Lease Contract is valid only if filled out before January 1, 2020.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: August 3, 2018
(when this Lease Contract is filled out)

Moving In - General Information

1. Parties. This Lease Contract ("Lease") is between you, the resident(s) (list all people signing the Lease):
Emma Carbajal Benitez

and us, the owner: CSC Cross Creek Realty LLC

(name of apartment community or title holder). You are renting Apartment No. 94, at 1124 Rutland Drive

(street address) in Austin (city), Texas 78758 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

2. Occupants. The apartment will be occupied only by you and (list all other occupants not signing the Lease):
Litzy Gonzalez

—and no one else. Anyone not listed here cannot stay in the apartment for more than 10 days in one week without our prior written consent, and no more than twice that many days in any one month. **If the previous space isn't filled in, 2 days total per week will be the limit.**

3. Lease Term. The initial term of the Lease begins on the 3rd day of August (month), 2018 (year), and ends at 11:59 p.m. the 31st day of October (month), 2019 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. Security Deposit. The total security deposit for all residents is \$ 500.00 due on or before the date this Lease is signed. This amount (check one): ☐ does or ☒ does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by (check one):
☒ one check jointly payable to all residents and mailed to any one resident we choose, or
☐ one check payable to and mailed to _____

(specify name of one resident).

If neither option is checked here, the first option applies. See Par. 40 and 41 for security-deposit return information.

5. Keys, Move-Out, and Furniture. You'll be given 2 apartment key(s), 1 mailbox key(s), and _____ other access devices for _____. **Before moving out, you must give our representative advance written move-out notice as stated in Par. 36.** The move-out date in your notice (check one): ☐ must be the last day of the month, or ☒ may be the exact day designated in your notice. If neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices, unless authorized by court order. Your apartment will be (check one): ☐ furnished or ☒ unfurnished.

6. Rent and Charges. You will pay \$ 1100.00 per month for rent, in advance and without demand (check one):
☒ at the onsite manager's office
☒ through our online payment site
☐ at _____

Prorated rent of \$ 1149.71 is due for the remainder of the (check one): ☒ 1st month or ☐ 2nd month, on the _____ day of _____ (month), _____ (year).

You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify. If you don't pay all rent on or before the 4th day of the month, you'll pay the reasonable initial late charge of \$ 50.00, plus the reasonable daily late charge of \$ 30.00 per day after that date until the amount due is paid in full. You agree that these late charges are a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from late payment of rent. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

7. Utilities and Services. We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity
☐ trash/recycling ☐ cable/satellite ☐ master antenna
☐ internet ☐ stormwater/drainage
☐ other _____

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par. 12 for other related provisions regarding utilities and services.

8. Insurance. Our insurance doesn't cover the loss of or damage to your personal property. You are (check one):
☒ required to buy and maintain renter's or liability insurance (see attached addendum), or
☐ not required to buy renter's or liability insurance.
If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. Special Provisions. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.
Resident is responsible to pay \$ 129 for Gas, Water, Sewer and Trash to CSC Management.

10. Unlawful Early Move-Out And Reletting Charge.

10.1 Your Responsibility. You'll be liable for a reletting charge of \$ 935.00 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

Your Initials: ECB

Initials of Our Representative: SCB

10.2 **Not a Release.** The reletting charge is neither a Lease cancellation nor a buyout fee. It is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.

11. Security Devices.

11.1 **What We Provide.** Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

11.2 **Who Pays What.** We'll pay for missing security devices that are required by law. You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests. You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

12. **Other Utilities and Services.** Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$50.00 charge (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions and "What If" Clauses

13. Damages and Reimbursement.

13.1 **Damage in the Apartment Community.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or rules violation; improper use; negligence; other conduct by you, your invitees, your occupants, or your guests; or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

13.2 **Indemnification by You.** You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease.

13.3 **Damage and Wastewater Stoppage.** Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

13.4 **No Waiver.** We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.

14. Contractual Lien and Property Left in Apartment.

14.1 **Lien Against Your Property for Rent.** All property in the apartment (unless exempt under Texas Property Code sec. 54.042) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Texas Government Code sec. 2306.6738, for owners supported by housing-tax-credit allocations). For this purpose, "apartment" excludes common areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

14.2 **Removal After We Exercise Lien for Rent.** If your rent is delinquent, our representative may peacefully enter the apartment, and remove and/or store all property subject to lien. All property in the apartment is presumed to be yours unless proved otherwise. After the property is removed, a written notice of entry must be left in a conspicuous place in the apartment—including a list of items removed, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid.

14.3 **Removal After Surrender, Abandonment, or Eviction.** We, or law officers, may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you're judicially evicted or if you surrender or abandon the apartment (see definitions in Par. 41).

14.4 Storage.

(A) **No duty.** We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the apartment.

(B) **No liability.** We're not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien.

(C) **Charges you pay.** You must pay reasonable charges for our packing, removing, storing, and selling of any property.

(D) **Our lien.** We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

14.5 Redemption.

(A) **Property on which we have a lien.** If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Par. 14.6(C)) is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.

(B) **Property removed after surrender, abandonment, or judicial eviction.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage charges, damages, etc.

(C) **Place and payment for return.** We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

14.6 Disposition or Sale.

(A) **Our options.** Except for animals, we may throw away or give to a charitable organization all personal property that is:

(1) left in the apartment after surrender, abandonment or death of a sole resident; or

Your Initials:

ECB

Initials of Our Representative:

SP

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Inc. Page 1 of 8

- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.
- (B) **Animals.** An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.
- (C) **Sale of property.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

15. Failing to Pay First Month's Rent. If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.

16. Rent Increases and Lease Changes. No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

17. Delay of Occupancy.

17.1 Lease Remains in Force. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:

(A) abatement of rent on a daily basis during delay, and

(B) your right to terminate the lease in writing as set forth below.

17.2 Your Termination Rights. Termination notice must be in writing. After termination under 17.1(B), you are entitled only to refund of any deposit(s) and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

17.3 Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but not later.

- (a) If we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later.
- (b) If we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

18. Disclosure of Information. If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

19. Community Policies and Rules.

19.1 Generally. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all

Your Initials: ECB

Initials of Our Representative: [Signature]

written apartment rules and community policies, including instructions for care of our property. We may regulate: (A) the use of patios, balconies, and porches; (B) the conduct of furniture movers and delivery persons; and (C) activities in common areas. We may make reasonable changes to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the apartment community and do not change the dollar amounts on pages 1 or 2 of this Lease.

19.2 Some Specifics. Your apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs.

19.3 Limitations on Conduct. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval, or cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

19.4 Exclusion of Persons. We may exclude from the apartment community any guests or others who, in our judgment, have been violating the law, violating this Lease or our rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an occupant, or a guest of a specific resident in the community.

19.5 Notice of Convictions and Registration. You must notify us within 15 days if you or any of your occupants are convicted of (A) any felony, or (B) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you or any of your occupants register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

20. Prohibited Conduct. You, your occupants, and your guests may not engage in the following activities:

- (a) criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven; or
- (j) making bad-faith or false allegations against us or our agents to others.

21. Parking. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside an apartment, on sidewalks, under stairwells, or in handicapped-parking areas. We may have any unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if the vehicle:

(a) has a flat tire or is otherwise inoperable;

(b) is on jacks, on blocks, or has a wheel missing;

(c) takes up more than one parking space;

(d) belongs to a resident or occupant who has surrendered or abandoned the apartment;

(e) is in a handicapped space without the legally required handicapped insignia;

SUMMARY OF KEY INFORMATION

The Lease will control if there's a conflict with this summary.

Unit # 94

Address: 1124 Rutland Drive

Beginning date of Lease (Par. 3) 08/03/2018

Ending date of Lease (Par. 3) 10/31/2019

Number of days notice for termination (Par. 3) 60

Consent for guests staying more than 10 days (Par. 2)

Total security deposit (Par. 4) \$ 500.00

Animal deposit (if any) \$ _____

Security deposit (Par. 4) ☐ does OR ☒ does not include an animal deposit.

Security deposit refund check will be by (Par. 4) (check one) ☒ one check jointly payable to all residents (default), OR ☐ one check payable to and mailed to _____

of keys/access devices (Par. 5) for 2 unit, 1 mailbox, _____ other _____

Your move-out notice will terminate Lease on (Par. 5): (check one) ☐ last day of month OR ☒ exact day designated in notice

Check here ☐ if the dwelling is to be furnished (Par. 5) ☐ Check here ☐ if there is a concession addendum

Rent to be paid (Par. 6): (check all that apply) ☒ at the onsite manager's office, ☒ through our online payment site, OR ☐ at _____

Check here if included in monthly rent: ☐ garage, ☐ storage, ☐ carport, ☐ washer/dryer, or ☐ other _____

Total monthly rent (Par. 6) \$ 1100.00

Prorated rent (Par. 6) for (check one) ☒ first month OR ☐ second month \$ 1149.71

Late charges if rent is not paid on or before (Par. 6) 4th

Daily late charge (Par. 6) \$ 10.00

Initial late charge (Par. 6) \$ 50.00

Returned-check charge (Par. 6) \$ 75.00

Animal violation charges (Par. 27)

Monthly animal rent (if any) \$ _____

Initial \$ 100.00 Daily \$ 10.00

Monthly pest control (if any) \$ _____

Monthly trash / waste (if any) \$ _____

Utilities paid by owner (Par. 7): (check all that apply) ☐ electricity, ☐ gas, ☐ water, ☐ wastewater, ☐ trash/recycling, ☐ cable/satellite, ☐ master antenna, ☐ internet, ☐ stormwater/drainage, ☐ other _____

Utility connection charge (Par. 12) \$ 50.00

You are: (check one) ☒ required to buy insurance OR ☐ not required to buy insurance (Par. 8)

Agreed reletting charge (Par. 10) \$ 935.00

Special provisions (Par. 9): Resident is responsible to pay \$ 129 for Gas, Water, Sewer and Trash to CSC Management.

Signatures and Attachments

42. Attachments. We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed.

- ☐ Access Gate Addendum
- ☐ Additional Special Provisions
- ☐ Allocation Addendum for: ☐ electricity ☐ water ☐ gas
- ☐ central system costs ☐ trash/recycling ☐ cable/satellite
- ☐ stormwater/drainage ☐ services/government fees
- ☐ Animal Addendum
- ☐ Apartment Rules or Community Policies
- ☒ Asbestos Addendum (if asbestos is present)
- ☒ Bed Bug Addendum
- ☒ Early Termination Addendum
- ☐ Enclosed Garage, Carport, or Storage Unit Addendum
- ☐ Intrusion Alarm Addendum
- ☒ Inventory & Condition Form
- ☐ Lead Hazard Information and Disclosure Addendum
- ☐ Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs
- ☐ Lease Contract Guaranty (guaranties, if more than one)
- ☐ Legal Description of Apartment (optional, if rental term longer than one year)
- ☐ Military SCRA Addendum
- ☒ Mold Information and Prevention Addendum
- ☒ Move-Out Cleaning Instructions
- ☐ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: _____)
- ☒ Rent Concession Addendum
- ☒ Renter's or Liability Insurance Addendum
- ☐ Repair or Service Request Form
- ☐ Satellite Dish or Antenna Addendum
- ☐ Security Guidelines Addendum
- ☐ PUC Tenant Guide to Water Allocation
- ☐ Utility Submetering Addendum; ☐ electricity ☐ water ☐ gas
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

Name, address and telephone number of locator service (if applicable —must be completed to verify TAA membership under Par. 35):

After-hours phone number (512) 832-7885
(Always call 911 for police, fire, or medical emergencies.)

Date form is filled out (same as on top of page 1) 08/03/2018

Your initials: ECB Initials of Our Representative: _____

43. Class Action Waiver. You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PAR. 43 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

Resident initials: ECB

You are legally bound by this document. Please read it carefully. A facsimile or electronic signature on this Lease is as binding as an original signature.

Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place. This lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

(Name of Resident) ECB Date signed 08/03/18

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

1124 Rutland Drive
Austin, TX 78758

(512) 832-7885

Apartment Lease Contract, TAA Official Statewide Form 17-A/B-1/B-2/B-3 Revised October 2017 Page 8 of 8

EXHIBIT B

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract October 11, 2019
(when this Lease Contract is filled out)

Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (list all people signing the Lease)
Emma Carbalal

and us, the owner CSC Cross Creek Realty LLC

(name of apartment community or title holder). You are renting Apartment No. 094 at 1124 Rutland Drive

(street address) in Austin

(city), Texas 78758. (zip code, for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

2. **Occupants.** The apartment will be occupied only by you and (list all other occupants not signing the Lease)
above only

and no one else. Anyone not listed here cannot stay in the apartment for more than 3 days in one week without our prior written consent, and no more than twice that many days in any one month. **If the previous space isn't filled in, 2 days total per week will be the limit.**

3. **Lease Term.** The initial term of the Lease begins on the 1st day of November (month), 2019 (year), and ends at 11:59 p.m. the 31st day of January (month), 2021 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out, as required by Par 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. **Security Deposit.** The total security deposit for all residents is \$ 500.00, due on or before the date this Lease is signed. This amount (check one): ☐ does or ☒ does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by (check one):
☒ one check jointly payable to all residents and mailed to any one resident we choose, or
☐ one check payable to and mailed to _____

(specify name of one resident).

If neither option is checked here, the first option applies. See Par 40 and 41 for security-deposit return information.

5. **Keys, Move-Out, and Furniture.** You'll be given 2 apartment key(s), 1 mailbox key(s), and _____ other access devices for parking. **Before moving out, you must give our representative advance written move-out notice as stated in Par. 36.** The move-out date in your notice (check one): ☐ must be the last day of the month, or ☒ may be the exact day designated in your notice. If neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices, unless authorized by court order. Your apartment will be (check one): ☐ furnished or ☒ unfurnished.

6. **Rent and Charges.** You will pay \$ 1130.00 per month for rent, in advance and without demand (check one):
☒ at the onsite manager's office
☒ through our online payment site
☒ at https://www.CreeksEdgeAustin.com

Prorated rent of \$ _____ is due for the remainder of the (check one) ☒ 1st month or ☐ 2nd month, on the _____ day of _____ (month). (year)

You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify.

We won't impose late charges until at least the fourth day of the month. If you don't pay rent in full on or before the 3rd day of the month at 11:59 p.m., you will pay us the following initial late charges immediately and without demand in addition to rent:

☒ 10 percent of one month's rent as stated in this paragraph OR
☐ \$ _____

In addition to the initial late charges, we may impose daily late fees of \$ _____ or _____ % of rent per day thereafter until rent and late charges are paid in full. Daily late charges cannot exceed _____ days (maximum of 15 days) for any single month's rent.

You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

7. **Utilities and Services.** We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity ☐ trash/recycling ☐ cable/satellite ☐ master antenna ☐ Internet ☐ stormwater/drainage ☐ other _____

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par 12 for other related provisions regarding utilities and services.

8. **Insurance.** Our insurance doesn't cover the loss of or damage to your personal property. You are (check one):

☒ required to buy and maintain renter's or liability insurance (see attached addendum), or
☐ not required to buy renter's or liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Special Provisions.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

Refer to the community policy.
Limitations: no BBQ grills, trash or other waste outside. Only patio furniture, plants, bicycles allowed outside. Water/sewer/gas-1x1 \$60; 2x1 and 2x2 \$70. Trash \$13; pest control \$5 due with rent. A fee will be charged upon payment with money order/check/cc/debit. After the 9th an Eviction Hold-Off Agreement required along with fee non-refundable. First floor amenity fee is included in the rent.

10. **Unlawful Early Move-Out And Reletting Charge.**

10.1 **Your Responsibility.** You'll be liable for a reletting charge of \$ 960.50 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

10.2 Not a Release. The reletting charge is neither a Lease cancellation nor a buyout fee. It is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys, or other sums due.

11. Security Devices.

11.1 What We Provide. *Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(i). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.*

11.2 Who Pays What. We'll pay for missing security devices that are required by law. You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests. You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

12. Other Utilities and Services. Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$ 75.00 charge (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions and "What If" Clauses

13. Damages and Reimbursement.

13.1 Damage in the Apartment Community. You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or rules violation; improper use, negligence, other conduct by you, your invitees, your occupants, or your guests, or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

13.2 Indemnification by You. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease.

13.3 Damage and Wastewater Stoppage. Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

13.4 No Waiver. We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.

14. Contractual Lien and Property Left in Apartment.

14.1 Lien Against Your Property for Rent. All property in the apartment (unless exempt under Texas Property Code sec. 54.042) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Texas Government Code sec. 2306.6738, for owners supported by housing-tax-credit allocations). For this purpose, "apartment" excludes common areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

14.2 Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the apartment, and remove and/or store all property subject to lien. All property in the apartment is presumed to be yours unless proved otherwise. After the property is removed, a written notice of entry must be left in a conspicuous place in the apartment—including a list of items removed, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid.

14.3 Removal After Surrender, Abandonment, or Eviction. We, or law officers, may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you're judicially evicted or if you surrender or abandon the apartment (see definitions in Par 41).

14.4 Storage.

(A) No duty. We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the apartment.

(B) No liability. We're not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien.

(C) Charges you pay. You must pay reasonable charges for our packing, removing, storing, and selling of any property.

(D) Our lien. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

14.5 Redemption.

(A) Property on which we have a lien. If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Par. 14.6(C)) is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.


(B) Property removed after surrender, abandonment, or judicial eviction. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage charges, damages, etc.

(C) Place and payment for return. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

14.6 Disposition or Sale.

(A) Our options. Except for animals, we may throw away or give to a charitable organization all personal property that is

(1) left in the apartment after surrender, abandonment or death of a sole resident, or

Your initials 

☒ Blue Moon eSignature Services Document ID: 194602327

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(2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

(B) **Animals.** An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

(C) **Sale of property.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

15. Failing to Pay First Month's Rent. If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.

16. Rent Increases and Lease Changes. No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

17. Delay of Occupancy.

17.1 Lease Remains in Force. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:

(A) abatement of rent on a daily basis during delay, and
(B) your right to terminate the Lease in writing as set forth below.

17.2 Your Termination Rights. Termination notice must be in writing. After termination under 17.1(B), you are entitled only to refund of any deposit(s) and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

17.3 Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but no later:

- (a) If we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later.
- (b) If we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

18. Disclosure of Information. If someone requests information about you or your rental history for law enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

19. Community Policies and Rules.

19.1 Generally. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all

written apartment rules and community policies, including instructions for care of our property. We may regulate: (A) the use of patios, balconies, and porches; (B) the conduct of furniture movers and delivery persons; and (C) activities in common areas. We may make reasonable changes to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the apartment community and do not change the dollar amounts on pages 1 or 2 of this Lease.

19.2 Some Specifics. Your apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs.

19.3 Limitations on Conduct. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval, or cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

19.4 Exclusion of Persons. We may exclude from the apartment community any guests or others who, in our judgment, have been violating the law, violating this Lease or our rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an occupant, or a guest of a specific resident in the community.

19.5 Notice of Convictions and Registration. You must notify us within 15 days if you or any of your occupants are convicted of (A) any felony, or (B) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you or any of your occupants register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

20. Prohibited Conduct. You, your occupants, and your guests may not engage in the following activities:

- (a) criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the apartment community, or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven; or
- (j) making bad-faith or false allegations against us or our agents to others.

21. Parking. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside an apartment, on sidewalks, under stairwells, or in handicapped-parking areas. We may have any unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if the vehicle:

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space;
- (d) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (e) is in a handicapped space without the legally required handicapped insignia;

- (ff) is in a space marked for office visitors, managers, or staff;
- (gg) blocks another vehicle from exiting;
- (hh) is in a fire lane or designated "no parking" area;
- (ii) is in a space marked for another resident or apartment;
- (jj) is on the grass, sidewalk, or patio;
- (kk) blocks a garbage truck from access to a dumpster;
- (ll) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed, or
- (mm) is not moved to allow parking lot maintenance.

22. Release of Resident.

22.1 Generally. You may have the right under Texas law to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking. Otherwise, unless you're entitled to terminate this Lease under Par. 9, 17, 23, 31, or 35, you won't be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, property purchase, or death.

22.2 Death of Sole Resident. If you are the sole resident and die during the Lease term, an authorized representative of your estate may terminate the Lease without penalty by giving at least 30 days' written notice. Your estate will be liable for your Lease obligations until the latter of: (A) the termination date or (B) removal of all possessions in the apartment. Your estate will also be liable for all charges and damages until the apartment is vacated, and any removal or storage costs.

23. Military Personnel.

23.1 Termination Rights. You may have the right under Texas law to terminate the Lease in certain situations involving military deployment or transfer. You may terminate the Lease if you enlist, are drafted into, or are commissioned in the U.S. Armed Forces. You also may terminate the Lease if:

- (a) you are (1) a member of the U.S. Armed Forces or Reserves on active duty, or (2) 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) you (1) receive orders for a permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved or released from active duty.

23.2 How to Terminate Under This Par. 23. You must furnish us a copy of your military orders, such as permanent-change-of-station orders, call-up orders, or deployment orders (or letter equivalent). Military permission for base housing doesn't constitute a permanent-change-of-station order. You must deliver to us your written termination notice, after which the Lease will be terminated under this military clause 30 days after the date your next rental payment is due. After your move-out, we'll return your security deposit, less lawful deductions.

23.3 Who May Be Released. For the purposes of this Lease, orders described in (b) under Par. 23.1 above will release only the resident who qualifies under both (a) and (b) above and receives the orders during the Lease term, plus that resident's spouse or legal dependents living in the resident's household. A co-resident who is not the spouse or dependent of a military resident cannot terminate under this military clause.

23.4 Your Representations. Unless you state otherwise in Par. 9, you represent when signing this Lease that:

- (a) you do not already have deployment or change-of-station orders;
- (b) you will not be retiring from the military during the Lease term; **and**
- (c) the term of your enlistment or obligation will not end before the Lease term ends.

You must notify us immediately if you are called to active duty or receive deployment or permanent-change-of-station orders.

23.5 Damages for False Representations. 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 you move out, minus rent from others received in mitigation under Par. 32.6.

24. Resident Safety and Loss.

24.1 Disclaimer. We disclaim any express or implied warranties of security. We care about your safety and that of other occupants and guests. You agree to make every effort to follow any Security Guidelines Addendum attached

to this Lease. **No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.**

24.2 Your Duty of Due Care. You, your occupants, and your guests must exercise due care for your own and others' safety and security, especially in using smoke alarms and other detection devices, door and window locks, and other safety or security devices. Window screens are not for security or to keep people from falling out of windows.

24.3 Alarm and Detection Devices.

(A) What we'll do. We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impaired disability.

(B) Your duties. You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. **If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.** You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

24.4 Loss. Unless otherwise required by law, we're not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, vandalism, and negligent or intentional acts of residents, occupants, or guests. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, during freezing weather you must for 24 hours a day: (A) keep the apartment heated to at least 50° Fahrenheit; (B) keep cabinet and closet doors open; and (C) drip hot- and cold-water faucets. You'll be liable for any damage to our and others' property caused by broken water pipes due to your violating these requirements.

24.5 Crime or Emergency. Immediately dial 911 or call local medical-emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or any other emergency involving imminent harm. You should then contact our representative. None of our security measures are an express or implied warranty of security—or a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you, your occupants, or your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obliged to furnish security personnel, patrols, lighting, gates, fences, or other forms of security unless required by law. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you, your occupants, or your guests are affected by a crime, you must make a written report to the appropriate local law-enforcement agency and to our representative. You must also give us the law-enforcement agency's incident-report number upon request.

25. Condition of the Premises and Alterations.

25.1 As-Is. We disclaim all implied warranties. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an inventory & Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage, sign the form, and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

25.2 Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No

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water furniture washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and televisions wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

25.3 Fair Housing. In accordance with fair-housing laws, we'll make reasonable accommodations to our rules, policies, practices, or services. We'll allow reasonable modifications under these laws to give disabled persons access to and use of this apartment community. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.

26 Requests, Repairs, and Malfunctions.

26.1 Written Requests Required. *If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written, signed, and delivered to our designated representative in accordance with our policies* (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair-housing accommodation or modification). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or any other matter doesn't waive the strict requirement for written notices under this Lease.

26.2 Required Notifications. You must promptly notify us in writing of water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety.

26.3 Utilities. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

26.4 Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day.

26.5 Our Right to Terminate. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 5 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove and dispose of personal property if we believe it causes a health or safety hazard.

27. Animals.

27.1 No Animals Without Consent. *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.* If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal. You must not feed stray or wild animals.

27.2 Violations of Animal Policies.

(A) Charges for violations. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease.

If you violate the animal restrictions or other animal

rules, you'll pay an initial charge of **\$100.00** per animal (not to exceed \$100 per animal) and a daily charge of **\$10.00** per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

(B) Removal and return of animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours, and (2) following the procedures of Part 28. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization.

28. When We May Enter. If you or any guest or occupant is present, then repairers, servicers, contractors, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. Law officers with a search or arrest warrant or those in hot pursuit may be allowed to enter. We are under no obligation to enter only when you are present, and we may, but are under no obligation to, give prior notice or make appointments.

29. Multiple Residents. Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or rules, all residents are considered to have violated the Lease. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease termination may be given only by a resident in eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Any resident who defaults under this Lease will indemnify the nondefaulting residents and their guarantors.

Replacements

30. Replacements and Subletting.

30.1 When Allowed. Replacing a resident, subletting, licensing or assigning a resident's rights is allowed **only when we consent in writing**. If a departing or remaining resident finds a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (a) a reletting charge will not be due;
- (b) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; **and**
- (c) the departing and remaining residents will remain liable for all Lease obligations for the rest of the original Lease term.

30.2 Procedures for Replacement. If we approve a replacement resident, then, at our option: (A) the replacement resident must sign this Lease with or without an increase in the total security deposit, or (B) the remaining and replacement residents must sign an entirely new Lease. Unless we agree otherwise in writing, the departing resident's security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or to a security-deposit refund, but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing—even if a new Lease is signed.

30.3 Rental Prohibited. You agree that you won't rent, or offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any person or service that advertises dwellings for rent.

Responsibilities of Owner and Resident

31. Our Responsibilities.

31.1 Generally. We'll act with customary diligence to.

- (a) keep common areas reasonably clean, subject to Par 25,
- (b) maintain fixtures, hot water, heating, and air-conditioning equipment;
- (c) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
- (d) make all reasonable repairs, subject to your obligation to pay for damages for which you're liable

The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.

31.2 Your Remedies. If we violate any of the above, you may possibly terminate this Lease 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 this Lease by giving us a final written notice

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

31.3 Request by Mail. Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, by registered mail, or by any trackable mail or delivery method through the postal service or a private delivery service—after which we'll have a reasonable time to repair or remedy. "Reasonable time" accounts for the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current when you make any request. We'll refund security deposits and prorated rent as required by law

32. Default by Resident.

32.1 Acts of Default. You'll be in default if: (A) you don't timely pay rent or other amounts you owe; (B) you or any guest or occupant violates this Lease, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment; or (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government

32.2 Eviction. If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate. Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery at the apartment to any occupant over 16 years old; (E) affixing the notice to the inside of the apartment's main entry door, or (F) securely affixing the notice to the outside of the apartment's main entry door as allowed by law. Notice by mail under (A) or (B) will be considered delivered on the earlier of actual delivery, or 3 days after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a later reletting doesn't release you from liability for future rent or other Lease obligations. **After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due;** the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, to past or future rent or other sums, or to our continuing with eviction proceedings. **In an eviction, rent is owed for the full rental period and will not be prorated.**

32.3 Acceleration. Unless we elect not to accelerate rent, all monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent, (A) you move out, remove property in preparing to move

out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends, and (B) you haven't paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below

32.4 Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your notice to vacate or our notice to vacate (or beyond a different move out date agreed to by the parties in writing). If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease of a new resident who can't occupy because of the holdover, and (D) at our option, we may extend the Lease term—for up to one month from the date of notice of Lease extension—by delivering written notice to you or your apartment while you continue to hold over

32.5 Other Remedies. We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means, including texting, calling your cell phone, and using an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockout under Texas Property Code sec. 92.0081, **except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations.** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline

32.6 Mitigation of Damages. If you move out early, you'll be subject to Par 10 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all later rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due

General Clauses

33. Other Important Provisions.

33.1 Representatives' Authority; Waivers; Notice. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. **Our choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.** Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy or record of it. Fax or electronic signatures are binding. All notices must be signed. Notice may be given electronically **by us to you** if allowed by law. If allowed by law and in accordance with our policies, electronic notice **from you to us** must be addressed to the email address we provide for notice purposes or submitted through an online portal.

33.2 Miscellaneous. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or non-duty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to."

33.3 Severability. If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease.

34. Payments. Payment of each sum due is an independent covenant. When we receive money, other than sale proceeds under Par. 14 or water payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent and late charges are due upon our demand. After the due date, we do not have to accept any payments.

35. TAA Membership. We represent that, at the time of signing this Lease, we, the management company representing us, or any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 8). If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

When Moving Out

36. Move-Out Notice.

36.1 Requirements and Compliance. Your move-out notice doesn't release you from liability for the full term of the Lease or renewal term. You'll still be liable for the entire Lease term if you move out early except under Par. 9, 17, 22, 23, or 31. **Your move-out notice must comply with each of the following:**

- We must receive advance written notice of your move-out date. You must give notice in advance by at least the number of days required in Par. 3 or in special provisions—even if the Lease has become a month-to-month lease. Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, it will suffice for move-out on the last day of that month, as long as all other requirements below are met.
- Your move-out notice must be in writing. An oral move-out notice will not be accepted and will not terminate your Lease.
- Your move-out notice must not terminate the Lease sooner than the end of the Lease term or renewal period.
- If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move-out is required.

36.2 Unacceptable Notice. Your notice is not acceptable if it doesn't comply with all of the above. We recommend that you use our written move-out form to ensure that you provide all the information needed. You must get from us a written acknowledgment of your notice. If we fail to give a reminder notice, 30 days' written notice to move out is required. If we terminate the Lease, we must give you the same advance notice—unless you are in default.

37. Move-Out Procedures. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Par. 10 and 32. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

38. Cleaning. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

39. Move-Out Inspection. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

40. Security Deposit Deductions and Other Charges. You'll be liable for the following charges, if applicable: unpaid rent, unpaid utilities, unreimbursed service charges, repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes, replacement cost of your property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out), trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 14; removing illegally parked vehicles, special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$150) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices referenced in Par. 5 if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 32, and (C) a reletting fee if you've violated Par. 10. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

41. Deposit Return, Surrender, and Abandonment.

41.1 Your Deposit. We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise.

41.2 Surrender. You have **surrendered** the apartment when (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment, or (B) apartment keys and access devices listed in Par. 5 have been turned in to us—whichever happens first.

41.3 Abandonment. You have **abandoned** the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment, (B) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment, (C) you've been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred, **and** (D) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.

41.4 The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (Par. 14), but don't affect our mitigation obligations (Par. 32).

Your initials 

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SUMMARY OF KEY INFORMATION

The Lease will control if there's a conflict with this summary.

■ Address <u>1124 Rutland Drive</u>		Unit # <u>094</u>
■ Beginning date of Lease (Par. 3) <u>11/01/2019</u>	■ Ending date of Lease (Par. 3) <u>01/31/2021</u>	
■ Number of days notice for termination (Par. 3) <u>60</u>	■ Consent for guests staying more than <u>3</u> days (Par. 2)	
■ Total security deposit (Par. 4) \$ <u>500.00</u>	■ Animal deposit (if any) \$ <u>200.00</u>	
■ Security deposit (Par. 4) <input type="checkbox"/> does OR <input checked="" type="checkbox"/> does not include an animal deposit.		
■ Security deposit refund check will be by (Par. 4) (check one) <input checked="" type="checkbox"/> one check jointly payable to all residents (default), OR <input type="checkbox"/> one check payable to and mailed to _____		
■ # of keys/access devices (Par. 5) for <u>2</u> unit, <u>1</u> mailbox, other <u>parking</u>		
■ Your move-out notice will terminate Lease on (Par. 5) (check one) <input type="checkbox"/> last day of month OR <input checked="" type="checkbox"/> exact day designated in notice		
■ Check here <input type="checkbox"/> if the dwelling is to be furnished (Par. 5) ■ Check here <input type="checkbox"/> if there is a concession addendum		
■ Rent to be paid (Par. 6) (check all that apply) <input checked="" type="checkbox"/> at the onsite manager's office, <input checked="" type="checkbox"/> through our online payment site, OR <input checked="" type="checkbox"/> at <u>https://www.CreosEdgeAustin.com</u>		
■ Check here if included in monthly rent: <input type="checkbox"/> garage, <input type="checkbox"/> storage, <input type="checkbox"/> carport, <input type="checkbox"/> washer/dryer, or <input checked="" type="checkbox"/> other <u>Pest & Trash</u>		
■ Total monthly rent (Par. 6) \$ <u>1130.00</u>	■ Prorated rent (Par. 6) for (check one) <input checked="" type="checkbox"/> first month OR <input type="checkbox"/> second month \$ _____	
■ Late charges if rent is not paid on or before (Par. 6) <u>3rd</u>	■ Daily late charge (Par. 6) \$ _____ or _____ %	
■ Initial late charge (Par. 6) \$ _____ or <u>10</u> %	■ Animal violation charges (Par. 27)	
■ Returned-check charge (Par. 6) \$ <u>50.00</u>	Initial \$ <u>100.00</u> Daily \$ <u>10.00</u>	
■ Monthly animal rent (if any) \$ <u>15.00</u>	■ Monthly trash / waste (if any) \$ <u>13.00</u>	
■ Monthly pest control (if any) \$ <u>5.00</u>	■ Utilities paid by owner (Par. 7) (check all that apply) <input type="checkbox"/> electricity, <input type="checkbox"/> gas, <input type="checkbox"/> water, <input type="checkbox"/> wastewater, <input type="checkbox"/> trash/recycling, <input type="checkbox"/> cable/satellite, <input type="checkbox"/> master antenna, <input type="checkbox"/> Internet, <input type="checkbox"/> stormwater/drainage, <input type="checkbox"/> other _____	
■ Utility connection charge (Par. 12) \$ <u>75.00</u>	■ You are (check one) <input checked="" type="checkbox"/> required to buy insurance OR <input type="checkbox"/> not required to buy insurance (Par. 8)	
■ Agreed reletting charge (Par. 10) \$ <u>950.50</u>		
■ Special provisions (Par. 9) Refer to the community policy. Limitations: no BBQ grills, trash or other waste outside. Only patio furniture, plants, bicycles allowed outside. Water/sewer/gas 1x1 \$60, 2x1 and 2x2 \$70, Trash \$13; pest control \$5 due with rent. A fee will be charged upon payment with money order/check/cc/debit. After the 9th an.		
Eviction Hold-Off Agreement required along with fee non-refundable. First floor		

Signatures and Attachments

- 42. Attachments.** We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed.
- ☐ Access Gate Addendum
 - ☒ Additional Special Provisions
 - ☐ Allocation Addendum for ☐ electricity ☐ water ☐ gas
 - ☐ central system costs ☐ trash/recycling ☐ cable/satellite
 - ☐ stormwater/drainage ☐ services/government fees
 - ☒ Animal Addendum
 - ☒ Apartment Rules or Community Policies
 - ☒ Asbestos Addendum (if asbestos is present)
 - ☒ Bed Bug Addendum
 - ☒ Early Termination Addendum
 - ☒ Enclosed Garage, Carport, or Storage Unit Addendum
 - ☐ Intrusion Alarm Addendum
 - ☐ Lead Hazard Information and Disclosure Addendum
 - ☐ Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs
 - ☐ Lease Contract Guaranty (guaranties, if more than one)
 - ☒ Legal Description of Apartment (optional, if rental term longer than one year)
 - ☐ Military SCRA Addendum
 - ☒ Mold Information and Prevention Addendum
 - ☐ Move-Out Cleaning Instructions
 - ☒ Notice of Intent to Move Out Form
 - ☒ Parking Permit or Sticker (quantity _____)
 - ☒ Rent Concession Addendum
 - ☒ Renter's or Liability Insurance Addendum
 - ☐ Repair or Service Request Form
 - ☒ Satellite Dish or Antenna Addendum
 - ☒ Security Guidelines Addendum
 - ☒ PUC Tenant Guide to Water Allocation
 - ☐ Utility Submetering Addendum ☐ electricity ☐ water ☐ gas
 - ☒ Other No Smoking Addendum
 - ☒ Other Carrying Handguns
 - ☐ Other _____
 - ☐ Other _____

Name, address and telephone number of locator service (if applicable) —must be completed to verify TAA membership under Par. 35)

After-hours phone number (512) 832-7885
(Always call 911 for police, fire, or medical emergencies)

Date form is filled out (same as on top of page 1) 10/11/2019

- 43. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PAR. 43 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

Resident initials CLB

You are legally bound by this document. Please read it carefully. A facsimile or electronic signature on this Lease is as binding as an original signature.

Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place. This lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

<u>CLB</u> (Name of Resident)	10/18/2019 Date signed
_____ (Name of Resident)	Date signed
_____ (Name of Resident)	Date signed
_____ (Name of Resident)	Date signed
_____ (Name of Resident)	Date signed
_____ (Name of Resident)	Date signed

Owner or Owner's Representative (signing on behalf of owner)

Charles Ventura

Address and phone number of owner's representative for notice purposes

1124 Rutland Drive
Austin, TX 78758

(512) 832-7885

LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS

1. **Addendum:** This is an addendum to the TAA Lease Contract for Apt. No. 094 in the CSC Cross Creek Realty LLC Apartments in Austin, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation:** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property - a cost that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the cost of a water bill(s) for the entire apartment community.
3. **Your payment due date:** Payment of your allocated water/wastewater bill is due 15 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are still not paying the water bill, we may not cut off your water, but we may immediately arrestand all other arrearages, including eviction - just to make payment of rent.
4. **Allocation procedures:** Your monthly rent under the TAA Lease Contract does not include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such unit as. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Public Utility Commission of Texas (PUC) and described below. The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.124 of the PUC rules (check only one):
- ☐ subdivision (i) actual occupancy;
 - ☐ subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
 - ☐ subdivision (iii) average occupancy (PUC average for number of bedrooms in unit);
 - ☐ subdivision (iv) combination of actual occupancy and square feet of the apartment; or
 - ☐ subdivision (v) submetered hot/cold water, ratio to total.
- The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the _____ day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.
5. **Common area deduction:** We will calculate your allocated share of the mastermetered water/wastewater bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur if we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest. No portion of such amounts will be included in your bill.
6. **Change of allocation formula:** The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.
7. **Previous average:** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ _____ per unit, varying from \$ _____ to \$ _____ for the lowest to highest monthly bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.
8. **Right to examine records:** During regular weekday office hours, you may examine: (1) our water/wastewater bills from this unit; compare; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
9. **PUC:** Water allocation is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.
10. **Conservation efforts:** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.


Cynthia Cross, Owner


Cynthia Cross, Owner

October 11, 2019

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:

SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

§24.121. 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.
- (c) Definitions. The following words and terms, when used in this subchapter, have the following 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 rental paid at intervals of one month or longer.
 - (3) Customer service charge - A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
 - (4) 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.
 - (5) 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.
 - (6) 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.
 - (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) 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.
 - (9) Occupant - A tenant or other person authorized under a written agreement to occupy a dwelling.
 - (10) Owner - The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility, a condominium association, or any individual, firm, or corporation that purports to be the landlord of tenants in an apartment house, manufactured home rental community, or multiple use facility.
 - (11) 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.
 - (12) Submetered utility service - Water utility service that is master metered by the owner by the retail public utility and individually metered by 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.
 - (13) 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.
 - (14) Utility service - For purposes of this subchapter utility service includes only drinking water and wastewater.

§24.122. 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; or
 - (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 (g) 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) for allocated billing:
 - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
 - (B) the total number of occupants or equivalent occupants. If an equivalency factor is used under §24.124(e)(7) of this title (relating to Charges and Calculations); and
 - (C) 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;
 - (7) for submetered billing:
 - (A) the calculation of the average cost per gallon, liter, or cubic foot;
 - (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.
- (1) 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.
 - (2) 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.
 - (3) 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.
- (4) 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.

§24.123. 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 computation 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 bills 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
 - (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.124(d)(3) (related to Charges and Calculations) of this title 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.

§24.124. 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 or the volumetric rate charged by the retail public utility

- (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;
 - (3) service charge 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 D7, or
 - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f) 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 last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
- (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 25% 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 house, 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:
 - (i) dwelling unit with one occupant = 1;
 - (ii) dwelling unit with two occupants = 1.6;

- (iii) dwelling unit with three occupants = 2.2, or
 - (iv) dwelling unit with more than three occupants = $2.2 + 0.4$ per each additional occupant over 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
 - (i) dwelling unit with an efficiency = 1,
 - (ii) dwelling unit with one bedroom = 1.6,
 - (iii) dwelling unit with two bedrooms = 2.8;
 - (iv) dwelling unit with three bedrooms = $4 + 1.2$ for each additional bedroom, or
 - (v) 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
 - (v) 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,
 - (8) 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,
 - (C) 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
 - (D) 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.
 - (3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were 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. 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.
 - (f) 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 §24-123(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
- §24-125. Billing.**
- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24-124 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 their 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) Pending 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 a 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 wastewater;
 - (2) total amount due for submetered or allocated wastewater;
 - (3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
 - (4) total amount due for water or wastewater usage, if applicable;
 - (5) the name of the retail public utility and a statement that the bill is not from the retail public utility;
 - (6) name and address of the tenant to whom the bill is applicable;
 - (7) 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
 - (8) 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;
 - (2) the cost per gallon, liter, or cubic foot for each service provided; and
 - (3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.
 - (h) 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.
 - (i) 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.
 - (j) 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.
 - (k) 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.
 - (l) 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.
 - (m) 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.

§24.127 Submeters or Point-of-Use Submeters and Plumbing Fixtures.

(a) 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 on request of tenant. 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 PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379

(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 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 §24.125(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 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.

EXHIBIT C



Public Utility Commission Of Texas

1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326
(888) 782-8477
www.puc.texas.gov

Water Complaint Form

Date: 12/20/2019 5:19:43 PM

Complaint No: CP2019120546

Account Holder: Emma Carbajal

E-mail Address: arenaud@trla.org

Service Address: 1124 Rutland Drive
94

Austin TX 78758

Travis County

Day Phone: (512) 374-2749

Complaint Against: Creeks Edge Apartments

Service Phone:

Alternate Contact: Aaron Renaud (Legal Representation- Paralegal)

Mailing Address: Texas RioGrande Legal Aid

4920 N IH 35

Austin TX 78751

Evening Phone:

Complaint Type: Allocation

Account No: Unknown

Complaint Information: Ms. Carbajal has been a tenant at Creeks Edge Apartments since 2018, which is managed by CSC Management LLC. Creeks Edge utilizes a non-submetered allocation system for charging water costs. Since moving in, Ms. Carbajal has been charged \$129 for gas, water, sewer, and trash (Uploaded as Carbajal - Demand Letter, pages 5-9), until signing her new 10-11-19 lease, which now charges \$70, with \$13 for trash (Uploaded as Carbajal - CE Lease 10-11-2019). The original \$129 rate far exceeded that of other tenants in similarly sized units (with a typical rate being \$75), including the rates for those who signed leases in 2019. We believe these charges are a violation of the Public Utility Commissions allocation rules in 16 Tex. Admin. Code. § 24.281(e).

Ms. Carbajal and her legal representation disputed Ms. Carbajal's charges in May of 2019 (Uploaded as Carbajal - Demand Letter), management responded claiming Ms. Carbajal was undercharged (Uploaded as Carbajal - Email re Offers_Redacted). Ms. Carbajal seeks an end to unfair allocation practices and reimbursement for the extra costs she has had to bear due to CSC Management LLC's disparate utility practices.

Please note that the file Carbajal - Email re Offers has had privileged information redacted, such as names of other tenants, contact information, negotiation offers, and other non-relevant policy issues.

Uploaded Files:	File	Size
	USER_Carbajal_CE_Lease_10_11_2019.pdf	3558166
	USER_Carbajal_Demand_Letter.pdf	939688
	USER_Carbajal_Email_re_Offers_Redacted.pdf	778707
	Total 3	5276561

EXHIBIT D

DeAnn Walker
Chairman

Arthur C. D'Andrea
Commissioner

Shelly L. Botkin
Commissioner

John Paul Urban
Executive Director



Greg Abbott
Governor

Public Utility Commission of Texas

1/17/2020

Ms Emma Carbajal
Texas RioGrande Legal Aid
4920 N IH 35
Austin TX 78751

RE: Complaint #CP2019120546

Dear Ms Carbajal:

On December 30, 2019 the Customer Protection Division (CPD) of the Public Utility Commission of Texas (PUCT) forwarded your informal complaint to Cross Creek Apartments. According to the Commission's Informal Complaint Procedures, Cross Creek Apartments is required to investigate and advise the Commission in writing of the results of its investigation of the complaint within 15 days of the date forwarded by the Commission. Review of our records show that Cross Creek Apartments response was not filed within the time period provided for by the Rules.

CPD's informal investigation has determined that the actions of Cross Creek Apartments were inconsistent with Substantive Rule §24.277 (e)-Records for failing to respond to your complaint.

We recommend that Cross Creek Apartments take the following corrective actions:

- Resolve the issues described in your complaint according to applicable Commission Rules;
- Respond immediately to the complaint; and
- Provide CPD documentation of the actions taken to resolve the complaint.

If you have any questions, please feel free to contact our Customer Protection Hotline at (888) 782-8477 or visit us online at <http://www.puc.texas.gov>.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Garcia".

Martin Garcia
Customer Protection Division
Public Utility Commission of Texas

cc: Cross Creek Apartments



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An Equal Opportunity Employer

EXHIBIT E

THE DAVES LAW FIRM

3624 North Hills Drive, Suite B-100
Austin, Texas 78731
512.346.6000

John M. Daves

Attorney

john@thedaveslawfirm.com

Lori P. Daves

Attorney

lori@thedaveslawfirm.com

January 14, 2020

Ms. Maria Powers
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711

Re: Complaint Number CP2019120546; Customer Emma Carbajal

Dear Ms. Powers:

I represent CSC Cross Creek Realty, LLC dba Creeks Edge Apartments, regarding the referenced matter. Please direct all further communications regarding this matter to me.

I am in receipt of correspondence from the Customer Protection division of the PUC to my client dated December 30, 2019 regarding the referenced complaint. Please accept this correspondence as my client's response.

Ms. Carbajal executed an Apartment Lease Contract dated August 3, 2018. That Lease was effective through October 17, 2019 when Ms. Carbajal executed a new Lease with Creeks Edge Apartments effective October 18, 2019. A copy of her current lease is attached. As part of the original Lease Agreement, Ms. Carbajal agreed to pay \$129.00 per month for gas, water, sewer and trash services. Water, waste water, gas and trash charges are paid 100% by the owner on a monthly basis. It is our understanding that the calculation was based on a percentage of the apartment unit's share of the total square footage of the apartment community, after removing common area percentages.

On May 28, 2019, Texas Rio Grande Legal Aid made a demand to Creeks Edge Apartments on behalf of Ms. Carbajal relating to her utility charges. This demand, as you can see by the information submitted on behalf of Ms. Carbajal, included a wide range of other issues, many of which have been resolved globally with all tenants. Negotiations ensued over the next several months with respect to this issue and this tenant, including an offer by Creeks Edge Apartments to

compensate Ms. Carbajal for any potential overcharge of utilities. Although the offer was tentatively accepted, negotiations have since failed. Nevertheless, Ms. Carbajal executed a new Lease which reduced her utility allocation to \$70.00 for water and wastewater, \$13.00 for trash and \$5 for pest control. Creek's Edge Apartments has diligently attempted to resolve outstanding issues with Ms. Carbajal and is continuing with those efforts. Creeks Edge will supplement with any relevant information if needed.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Lori Pate Daves

CC: Jennifer Richards
Texas Rio Grande Legal Aid

EXHIBIT F

DeAnn Walker
Chairman

Arthur C. D'Andrea
Commissioner

Shelly L. Botkin
Commissioner

John Paul Urban
Executive Director



Greg Abbott
Governor

Public Utility Commission of Texas

1/23/2020

Ms Emma Carbajal
c/o Texas Rio Grande Legal Aid
4920 N IH 35
Austin TX 78751

RE: Complaint # CP2019120546

Dear Ms Carbajal:

The Customer Protection Division (CPD) of the Public Utility Commission of Texas (PUCT) has received a response from Cross Creek Apartments regarding your complaint filed on December 30, 2019. In your complaint you expressed concern regarding the amount being charged for the allocated water by the complex. You contacted the complex regarding the charges but have been unable to resolve the issue. You stated the initial lease showed a charge of \$129 for the utility services, and the new lease now charges \$70 for water and sewer services.

The information you provided to CPD was sent to Cross Creek Apartments with a request to research your complaint and file their response to your concerns. CPD has reviewed the documentation presented by you and Cross Creek Apartments in order to ensure the company has acted consistently with applicable Substantive Rules. According to the documentation provided by Cross Creek Apartments, the initial lease was signed on August 3, 2018 and was effective through October 17, 2019. The copy of the lease provided in the complaint did not directly show the amount that would be charged for water, wastewater, or other utilities, nor is a copy of the lease addendum included.

Cross Creek Apartments provided a copy of the current lease in effect, that was signed October 11, 2019. Again a copy of the lease addendum pertaining to the water and wastewater calculations was provided. The complex responded to an email in September 2019, which states the complex will be calculating the utility charges based on the Texas Red Book, as the charges were billed based on a flat rate from the previous bills. The complex determined by using the Texas Red Book the charges billed for your apartment were underbilled.

CPD's review of the information provided by you and Cross Creek Apartments assisted with our final resolution of the complaint. CPD has determined the complex failed to provide a copy of the lease addendum, invoices received for water and wastewater, and the calculations formula to allow verification of the billing. Furthermore, the complex cannot bill in accordance with the Texas Red Book without first getting all of the tenants to sign a new lease addendum stating the billing for water and wastewater is changing. The complex can change the billing when leases are renewed or for any new tenants, with the information being disclosed regarding the billing method and is included in the lease addendum. The previous inconsistent ruling will remain as the complex failed to respond within 15 days per Substantive Rule.

Based on the investigation CPD has determined that Cross Creek Apartments has not acted consistently with Substantive Rules §24.279-Rental Agreement, §24.281-Charges and Calculations, and §24.283-Billing.

Thank you for the opportunity to address your concerns. If we can assist you with future utility concerns, please contact us toll free through our Customer Assistance Call Center at 1-888-782-8477.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martín García', with a stylized flourish extending to the right.

Martín García
Customer Protection Division
Public Utility Commission of Texas

cc: Cross Creek Apartments