



Filing Receipt

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Northwind Properties, LTD.
September 25, 1996
Page 2

Condominium associations may not be affected by the foregoing. A submetering facility manager or owner needing additional guidance may want to consult his or her attorney. For more information about TNRCC jurisdiction, please call the Consumer Assistance Team at 512/239-6100.

Sincerely,

Kate Wilkins

Kate Wilkins, Team Leader
Consumer Assistance
Water Utilities Division

Enclosure

cc: TNRCC Region Office #9

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



S0305
Page 9

SUBMETERED UTILITY SERVICE REGISTRATION

Registration No. S0305
(TNRCC Use Only)

OWNER INFORMATION

Name: Northwind Properties Ltd.

Address: 1515 The Alameda #300 San Jose CA 95126 Phone: 408-977-0707

Tax Identification No.: 94-2857031

Name & Location of Facility Where Submetered Service is Provided:

Southern Hills mHP
305 Elms Rd Killeen TX 76542

Check One: Apartment Mobile Home Park Condominium

Multiple Use Facility (Describe):

MANAGEMENT INFORMATION (if Different From Above)

Company Name: Same as owner

Address: Phone:

CONTACT INFORMATION FOR QUESTIONS OR COMPLAINTS

Name: Laverne Holland Phone: 817-634-6246

INFORMATION ON SUBMETERED SERVICE

Utility Providing Water/Wastewater: City of Killeen

Date Submetering Begins (or Began): 6-1-95

Please attach a copy of the billing form that will be used and a copy of the rental agreement stating that the utility service is submetered. Mail to: Water Utilities Division, TNRCC

Utility Certification & Rate Design Section
P. O. Box 13087
Austin, Texas 78711

Questions?: Call Consumer Assistance, Water Utilities Division, TNRCC-512/239-6100

**SOUTHERN HILLS MOBILE HOME PARK
WASTE AND WASTEWATER SUBMETERING ADDENDUM**

In this document, the terms "you" and "your" refer to all residents signing below; the terms "we", "us", and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else.)

1. **WATER AND WASTEWATER SUBMETERING.** Your dwelling unit is submetered for water and wastewater. Water and wastewater bills will be issued monthly to you, based on your gallonage consumption as recorded on the water submeter for the dwelling unit described below:

Apt. No. _____ Apartment Community _____

_____ or Street Address if duplex, triplex, etc. _____

Date of Lease Contract: _____

2. **COVERAGE AND COST.** Your monthly bill for water and wastewater will cover only water and wastewater used within and wastewater flowing from your dwelling unit. The submeter bill will not include any water or wastewater for common areas or common facilities. Your per-gallon cost will be what the utility company charges us for an average gallon, that is, our total bill divided by the total gallons consumed in the apartment community. There will be no extra charge of any kind for water or wastewater consumption through your submeter. Billing calculations are governed by Rule 291.124 of the Texas Natural Resource Conservation Commission.

3. **TIMELY PAYMENT.** You must pay your monthly water-wastewater submeter bill within seven days after we issue it. If you don't pay it within seven days, you'll be liable for a late payment charge of 5% of the bill. You must pay the submeter bill to our representative at the same place where you pay your rent. If water-wastewater service is disconnected for nonpayment, we can charge up to \$10 for a reconnection fee. Disconnection of water-wastewater for nonpayment is governed by Texas Natural Resource Conservation Commission water and wastewater submetering rules. A summary of those rules is set forth on the reverse side of this page.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs below)

I N V O I C E
for
APRIL 1996

Invoice #451660
Page 1

Space # 4G

Invoice Date: 3/26/1996
Payment Due Date: 4/01/1996

TO: Edwin Ramos
305 Elms Road 4G
Killeen, TX 76542

FROM: Southern Hills MHP
LaVern Holland
305 Elms Road
Killeen, TX 76542
(817) 634-6246

PREVIOUS CHARGES & CREDITS:

Prior Balance		\$139.36	
Payment (3/08/1996)		\$29.36-	
Payment (3/26/1996)		\$110.00-	
Beginning Balance			\$0.00

CURRENT CHARGES:

Rent	\$110.00
GARBAGE FEE	\$9.75
Water	\$18.62

Total Current Charges \$138.37

NET DUE: \$138.37

With the weather getting warmer, it is time to start thinking about cleaning up your yards, around your trailer, etc. We are revising the Park rules and regulations and also the pool rules. Please read them carefully. They will be available for you within the next couple of weeks. Happy Easter!!! Thank you, LaVern

Prior Reading Date: 2/21/1996 Current Reading Date: 3/21/1996 Days: 29

W A T E R

Prior Meter Reading: 3651 Current Meter Reading: 4141 Usage: 4900
Water Schedule: Residential Rate

USAGE CHARGES: Basic Charge (Over 0 cu. ft.) = 0.00

Total Current Charges Billed \$18.62

Average Daily Water Cost This Period \$0.64

Comparison:	Current	Last Month	Last Year
Water Used	4900	5160	0
Billing Days	29	29	0
Avg Daily Usage	169.0	177.9	0.0

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SOUTHERN HILLS MOBILE HOME PARK (SHMHP) LEASE AGREEMENT Space No: _____

This Lease Agreement (*Agreement*) is made and executed by and between SHMHP (*Lessor*) _____

and (*Lessee*) on this _____ day of _____, 19 _____

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain mobile home lot (*Premises*) in SHMHP, 305 Elms Road, Killceen, Bell County, Texas, space number _____ under and pursuant to the following terms and conditions.

1. **TERM:** The primary term of this Agreement shall commence on the _____ day of _____, 19 _____, and shall end at 5:00 pm on the _____ day of _____, 19 _____. Under expiration of this primary term, this Agreement shall continue in force and effect and shall be automatically renewed for a period of time equal to the primary term, unless a new Agreement is executed by the parties or unless either party gives 30 days written notice of termination to the other party prior to the expiration of the primary lease term. The rental amount shall be subject to renegotiation at any renewal date.
2. **RENT:** Lessee shall pay \$ 110⁰⁰ per calendar month for rental, without deduction, for the Premises, payable monthly in advance on the first day of each calendar month. The prorated rental from the date of move-in to the first day of the month following is \$ _____. Lessee's right to possession of the Premises is expressly contingent upon the prompt and timely payment of rent and other charges due hereunder, and the use of the Premises by Lessee is obtained only on the condition that such sums are promptly and timely paid. Lessee shall pay promptly all sums other than rent pursuant to the provisions of this Agreement within 5 days following Lessor's delivery of a statement of account therefor. Monies received by Lessor from Lessee shall first be applied to discharge any past due amounts, including but not limited to, past due late charges, check charges, key charges, and utility bills owed by Lessee. After such past due amounts have been paid, the remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. If the rent or other sums payable hereunder are not paid within 5 days of the date on which such are due, a late charge of \$ 25⁰⁰ will be added to the amount due. Additionally, a charge of \$ 25⁰⁰ will be made for all checks returned due to insufficient funds or for any other reason that is the fault of the writer.
3. **SECURITY DEPOSIT:** Lessee shall pay a security deposit in the amount of \$ 25⁰⁰ payable on or before the execution of this Agreement. Intent to vacate must be given to Lessor 30 days prior lease expiration date.
4. **USE OF PREMISES AND APPLICATION APPROVAL:** An Application for Lease (*Application*) must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass.
5. **PARK RULES AND REGULATIONS:** All Park facilities are provided by Lessor for the use and enjoyment of Lessee and in certain cases, Lessee's family or guests. Lessee agrees to abide by, and to ensure that Lessee's family and guests abide by all Park Rules and Regulations (*Rules*) and any amendments thereto. Lessee acknowledges receipt of a copy of such Rules as of the date hereof. The Rules and any amendments thereto are incorporated herein by reference and made a part hereto for all purposes. Lessee agrees that Lessor shall have the right to modify, amend, change, or replace such Rules in Lessor's sole and exclusive discretion and at such time or times as Lessor may desire. Lessor agrees to give Lessee written notice at least ten (10) days prior to any modification, change, amendment, or replacement. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement.
6. **RELEASE OF LESSEE:** In the event that Lessee is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change of duty orders to depart the local area, or is relieved or discharged from active duty, then Lessee may terminate this Agreement by giving Lessor thirty (30) days written notice, provided the Lessee is not otherwise in default or breach. In such event Lessee agrees to furnish Lessor a certified copy of such official orders which warrant termination of this Agreement, it is expressly provided, however, that orders authorizing base housing shall not constitute change of duty orders warranting termination by Lessee. Lessee shall not be released from this Agreement for any other reason.
7. **MOVE-IN AND MOVE-OUT:** Lessee agrees to move-in and move-out under and during favorable weather conditions and at such time during the day as shall be agreed to by Lessor or set forth in the Rules.
8. **INSTALLATION:** Lessee agrees that the mobile home shall be installed (set-up and tied-down) in accordance with the Texas Manufactured Housing Standards Act and other applicable governmental statutes, ordinances, rules, or regulations. Such shall be Lessee's responsibility and Lessor shall in no way be liable or responsible for any improper installation.
9. **ACCESSORIES, EQUIPMENT, AND STRUCTURES:** Approval of Lessor must be obtained before construction, installation, or modification of any mobile home accessory, equipment, or other structure. (Note: Building permits may be acquired for certain accessories or installations.)
10. **LANDSCAPING:** Installation of planting of any trees, concrete, masonry, or ground cover must be approved by Lessor. Lessees are encouraged to landscape the Premises and shall keep the Premises in a clean, attractive, and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto.
11. **VEHICLE CONTROL:** For the safety of the occupants and guests in the Park, Lessor has designated and posted certain speed limits: Lessees agree to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Lessees may park passenger cars only on the Premises driveway or other designated areas. Neither Lessees nor guests or invitees shall park any vehicle on another resident's space or a vacant space without the express permission of the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles, or other vehicles not used for daily transportation shall only be parked in the Park as may expressly be designated by Lessor. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Park. No junked, unusable, or unsightly vehicles will be allowed in the Park. Lessor, may at its sole discretion, for the welfare of the occupants of the Park restrict the delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of products and services. The operation of *Go-Carts or other vehicles not intended for street use is prohibited in the park.*
12. **INSPECTION BY LESSEE:** Lessee warrants and covenants that a full and complete inspection of the Premises and of the Park and all of its facilities has been made and that all of such were found to be in good, safe, and habitable condition.
13. **ASSIGNMENTS AND SUBLEASES:** Lessee shall not, without prior written consent of Lessor, assign or sublet this Agreement, or the lease made hereunder, or the Premises leased hereby or any interest therein. If Lessee attempts to assign this Agreement or allows the Premises to be occupied by anyone other than Lessee, Lessor may collect rent and other charges due under this Agreement from the assignee or occupant, and apply the net amount collected to the amount herein due, and no such collection shall be deemed a waiver of the condition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of this Park or of the Premises, and in such case, Lessee shall remain liable to Lessor for all provisions of this Agreement.
14. **TRANSFER OF LESSOR'S INTEREST:** In the event that Lessor sells, assigns, or otherwise transfers its interest in the Park or the mobile home, this Agreement shall be binding on the purchaser, assignee, or transferee. Lessor shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee, or transferee.
15. **CONTRACTUAL LIEN:** Lessor shall have and is hereby granted a lien upon all non-exempt property of any kind (expressly including the mobile home) found or located on the leased premises to secure payment of rent due or to become due under this lease if Lessee is delinquent in payment of any rental due under this lease. Lessor shall have the right to enter peacefully the premises, mobile home, or storage facilities to exercise Lessor's contractual lien Lessee's absence from the premises for three

consecutive days while all or any portion of the rentals or other sums due under this lease are delinquent shall be deemed an abandonment of the premises. In order to clear such abandoned premises, Lessor may enter the premises, mobile home, and storage facilities to remove and store all property of every kind found therein. Lessor may impose reasonable charges for storage seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to Lessee of the time and place of such sale, and Lessor shall have the right to become purchaser upon being the highest bidder at such sale, the notice shall be deemed to have been given at the time of placing such notice in the U.S. mails, postage prepaid, certified, or registered mail to Lessee at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and the proceeds thereof shall be first credited to the cost of seizure, storage, and sale, and then to the delinquent rentals or other sums due Lessor, if any sale proceeds then remain such shall be held by Lessor for Lessee and Lessor shall notify Lessee of such surplus monies in the same manner required for notice of the sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby, shall be available to, and may be done by, Lessor without the necessity of any prior court hearing, proceeding, or order. Lessor shall have no liability to Lessee whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.

16. **INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold Lessor harmless for any injury or death to any person or damage to any property arising out of the use of the Park by Lessee, Lessee's family, agents, employees, guests, or invitees. Lessee is to keep the mobile home and Premises in good and safe condition, and notify Lessor immediately of any unsafe or unsanitary conditions in the Park or upon Park property. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Park residents or their families, agents, employees, guests, or invitees. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's family, agents, employees, guests, or invitees, whether such damage is sustained by said Park resident, said Park resident's family, employees, guests, or invitees.
17. **WAIVERS:** No failure by Lessor to enforce any provision of this Agreement after default or breach of Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released, or terminated by the service of a notice to vacate, notice to terminate, notice to breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue, or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by Lessor of any amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due, nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due.
18. **EMINENT DOMAIN:** In the event that any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Premises of such a portion of the Park that it is no longer reasonably suitable for use as a mobile home park for any public purpose by right of eminent domain (or any private purchase in lieu of the exercise of the right of eminent domain), this Agreement shall terminate on the date that possession of such property is taken. No part of any award or purchase price made or paid for such a partial or complete taking shall be apportioned. Lessee hereby renounces, and assigns to Lessor, any claim, right, title, or interest which Lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Agreement.
19. **AMENDMENTS:** The Agreement, along with the Security Deposit Agreement, the Application for Lease, and the Park Rules and Regulations, constitutes the entire agreement between the parties. Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement. Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly be set forth in writing and executed by the parties or except as may otherwise be provided herein.
20. **TERMINATION:** Resident's right to occupancy shall terminate or may be terminated as follows: (a) at the end of the term of this Agreement on thirty (30) days' written notice by either Lessee or Lessor, (b) at any time Lessee shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference) upon three (3) days' written notice of such breach or default given by Lessor, (c) in accordance with the terms and provisions hereof relating to eminent domain, (d) in accordance with the terms and provisions hereof relating to release of Lessee, or (e) at such time as may be agreed to by the parties hereto in writing. When resident's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement.
21. **ATTORNEY'S FEES:** Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions, and covenants of this Agreement, the prevailing party shall recover all reasonable attorneys' fees incurred therein.
22. **MISCELLANEOUS:** This Agreement shall be governed by the laws of the State of Texas. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to *Lessee* herein shall include and mean all occupants of SHMHP. The term *Lessor* shall include and refer to the Park Manager or other designated representative of Lessor. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable. If any provisions is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

SPECIAL PROVISIONS: Resident pays all utilities. park charge #975 per garbage

Lessor's initials: _____

Lessee's initials: _____

EXECUTED on this date hereinabove written. READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.

_____ (signature)	SOUTHERNHILLS MOBILE HOME PARK
_____ (print name)	By. _____ (signature)
_____ (signature)	_____ (print name)
_____ (print name)	_____ (title)

file

Barry R. McBee, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
John M. Baker, *Commissioner*
Dan Pearson, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

June 3, 1996

Mr. Ferris
Northwind Properties
1515 The Alameda, #300
San Jose, CA 95126

Re: Registration Forms - Southern Hills MHP and Lakewood MHP

Dear Mr. Ferris:

Attached are copies of the submittal we received for Southern Hills and Lakewood MHP. As we discussed, Southern Hills should have submitted a submetered utility service Registration form instead of the nonsubmetered master meter utility service registration form. I have enclosed a blank one for your use.

Also, the following changes and/or additions must be submitted before the TNRCC can register Southern Hills and Lakewood MHPs.

Billing Statements:

Southern Hills

- 1) a computed per gallon rate must be shown.

Lakewood

- 1) date of each reading must be shown; *readings at top are for water & gas*
- 2) a computed per gallon rate must be shown;
- 3) the total amount due must be shown; *the voice for lakewood not included w/ submittal. same as Southern Hills*
- 4) a clear and unambiguous statement that the bill is not from the utility (city) which shall be named in the statement;
- 5) the name and address of the tenant to whom the bill is applicable;
- 6) the name of the firm rendering the submetering bill and the name or title, address, and telephone number of the person or persons to be contacted in case of a billing dispute;
- 7) the date by which the tenant must pay the bill; and,
- 8) the name, address, and telephone number of the party to whom payment is to be made.

Registration forms:

Southern Hills

- 1) a submetered registration form must be filled out; *will fix*
- 2) a tax identification number must be recorded;
- 3) owner information lacks name of city and zip code of which they are located;

Mr. Ferris
Page 2
June 3, 1996

- 4) the name of the mobile home park must be recorded; and,
- 5) lease contract must include an addendum, stating utility service is submetered.

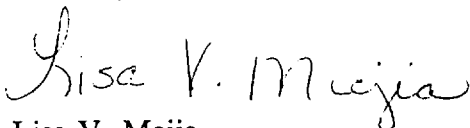
Lakewood

- 1) owner information lacks name of city and a zip code of which they are located;
- 2) the name of the mobile home park must be recorded; and,
- 3) the lease contract must include an addendum stating utility service is submetered.

Please resubmit the billing statements and registration forms with above mentioned changes along with a copy of the submetering addendums to this office by June 15, 1996.

Your attention to this matter is appreciated. If you have any questions, please call me at 512/239-6100.

Sincerely,



Lisa V. Mejia
Consumer Assistance Team
Water Utilities Division, MC 153

LVM/lvm/bmd

Enclosures

cc: Ms. Kathy Footman
Ms. Laverne Holland