

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

BRITTANY FOXX and KEITH PERKINS  
for themselves and all others  
similarly situated,

*Plaintiffs,*

V.

FIRMUS MANAGEMENT AND  
CONSTRUCTION LLC,

*Defendants.*

CASE NO. 1:18-cv-00541

**PLAINTIFFS' ORIGINAL CLASS ACTION COMPLAINT WITH JURY DEMAND**

Brittany Foxx and Keith Perkins (“Plaintiffs”), for themselves and all others similarly situated, files this Original Class Action Complaint with Jury Demand complaining of Firmus Management and Construction, LLC.

## I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiffs are, and were during all times relevant to this case, individuals residing in Bexar County, Texas, and for diversity purposes, they are citizens of Texas.

2. Defendant Firmus Management and Construction LLC (“Firmus” or “Defendant”) is a Kansas limited liability company registered to do business in the State of Texas, with its principal office located at 5600 South Quebec Street, Suite 110A, Greenwood Village, Colorado 80111. For diversity purposes, Firmus is a citizen of Kansas and Colorado. Firmus may be served with process by serving its registered agent for service in Texas, CT Corporation, at 1999 Bryan St., Ste. 900, Dallas, Texas 75201-3136.

3. The Court has jurisdiction over the lawsuit under 28 U.S.C. §1332(d) (the Class Action Fairness Act or “CAFA”) because Defendant is a citizen of a state different from

Plaintiffs, the amount in controversy exceeds \$5 million exclusive of interest and costs, and there are more than 100 members of the class.

4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) because Plaintiffs' claim arose in the Western District of Texas.

5. Plaintiffs and the putative class members (the "Class" as defined below) have standing to bring the claims in this complaint under TEX. PROP. CODE § 92.019 because they are, and were during the Class Period, residential tenants in Texas under written form leases with Defendant as lessor or the purported owner, and were charged late fees as a result of late rent payment.

## **II. INTRODUCTION AND BACKGROUND**

6. This case seeks to certify a class of current and former residential tenants at apartment properties in Texas, including but not limited to Algarita Village apartments, where Defendant, a Colorado based business, is the purported lessor and owner. Plaintiffs seek to recover statutory remedies for themselves and the Class for unreasonable and excessive rent late fees assessed during the Class Period under TEX. PROP. CODE § 92.019.

7. TEX. PROP. CODE § 92.019 ("Section 92.019") was enacted by the Legislature for the stated purpose of protecting "vulnerable" residential tenants from "excessive fees and unwarranted penalties."<sup>1</sup> In an effort to protect tenants, Section 92.019 places limits on the late

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<sup>1</sup> The legislative history of H.B. 3101 says: "Hardworking Texans deserve affordable housing without landlords ... charging excessive fees, or imposing unwarranted penalties that could take money needed for food, education, healthcare, and retirement..." <http://www.lrl.state.tx.us/scanned/hroBillAnalyses/80-0/HB3101.PDF>. The Texas Legislature's bill analysis for what became Section 92.019 found that "[a]partment tenants are often vulnerable to unfair practices of some landlords who abuse their landlord-tenant relationship for monetary gain" and "[t]hese practices include ... charging excessive late fees[.]" House Comm. on Business and Commerce, Bill Analysis, C.S.H.B. 3101, 80th Leg., R.S. (May 2007) (emphasis added); Senate Research Center, Bill Analysis, C.S.H.B. 3101, 80th Leg., R.S. (May 2007) (same).

fees a landlord can assess. Under Section 92.019(a), the landlord may not charge a tenant a late fee for failing to pay rent unless:

- (1) notice of the fee is included in a written lease;
- (2) **the fee is a reasonable estimate of uncertain damages to the landlord that are incapable of precise calculation and result from late payment of rent;** and
- (3) the rent has remained unpaid one full day after the date the rent was originally due.

Section 92.019(a)(1)-(3) (emphasis added).

8. If a tenant pays rent a few days late, it is unlikely the landlord suffers any damages that meet the statutory test. Defendant uses automated computer systems to track tenants who pay rent late and to charge them late fees. Also, payments are recorded and stored in Defendant's digital property management and accounting system.

9. On information and belief, the late fees assessed by Defendant represent a significant source of ancillary (non-rent) income, and are being used to either generate additional revenue or to serve as a penalty for late payment. Neither is permissible under the statute, which requires late fees to be a reasonable estimate of damages suffered. TEX. PROP. CODE Section 92.019(a).

10. It is no defense to a claim brought under Section 92.019 that "the tenant 'agreed' to the late fee in the lease." Section 92.019(d) expressly states that "[a] provision of a lease that purports to waive a right or exempt a party from a liability or duty under this section is void."

11. Nor is it a defense that the tenant paid the late fee without protest, as "[p]ayment of the fee, charge, or other sum of money by a tenant does not waive the right or remedies provided by this section." Section 92.019(e).

12. A landlord who violates Section 92.019 is liable to the tenant for an amount equal to the sum of \$100, three times the amount of the late fee charged in violation of this section, and the tenant's reasonable attorney's fees." Section 92.019(c).

13. Plaintiffs bring this action for themselves and all others similarly situated to recover relief specified under Section 92.019.

### III. FACTUAL ALLEGATIONS

14. Plaintiffs are current residential tenants at Algarita Lakeside under a form lease used by Defendant. On or about May 19, 2017, Plaintiffs signed a fourteen (14) month lease with Defendant for an apartment unit for a term from May 19, 2017 through August 26, 2018 ("Plaintiffs' Lease"). **Ex. 1.**

15. Defendant did not use Texas Apartment Association ("TAA") form leases (as most Texas landlords use). Instead, Defendant used its own form lease for Plaintiffs and putative class members at Defendant's apartment properties in Texas. *See, e.g., Ex. 1.*

16. In the lease form, including Plaintiffs' Lease, Defendant identified itself as the "Lessor" and "as agent for the owner." No other person or entity is identified or listed as the owner or the landlord in Plaintiffs' Lease, thus Defendant "purports to be the owner or lessor" and thus the landlord "in a written lease."<sup>2</sup>

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<sup>2</sup> The Texas Property Code governs landlord-tenant relationships. Section 92.001(2) of the Texas Property Code defines the term "landlord" as "the owner, lessor, or sublessor of a dwelling, but does not include a manager or agent of the landlord unless the manager or agent purports to be the owner, lessor, or sublessor in an oral or written lease." TEX. PROP. CODE § 92.001(2). Another section of the Texas Property Code that applies to landlords and tenants defines "landlord" to include both a "managing company" and a "managing agent." *See* TEX. PROP. CODE § 92.151(7) ("Landlord" means a ... management company, or managing agent, including an on-site manager").<sup>2</sup> Still another section of the property code defines the term landlord to include the property manager. *See* TEX. PROP. CODE § 94.001 ("landlord" means "the owner or manager of a manufactured home community and includes an employee or agent of the landlord") (emphasis added). This shows the Legislature did not take a narrow or restrictive view of the term. Regardless of how the term "landlord" is defined or construed, here it does not

17. In Plaintiffs' Lease, Defendant included the following form language regarding payment of rent, that is believed to be in the Class members' form leases as well:

**LATE CHARGES AND EVICTION PROCESS** Should the Lessee(s) rent payment not be received in full, including any past due rent and/or charges, at the above-mentioned place of payment, within **three (3) days of the rent due date**, a late charge of **\$50.00 will be added on the 4th of the month and \$10.00 a day, thereafter, until paid in full.** Delays arising from the use of the mail by Lessee(s) to forward rent payments **shall not excuse** Lessee(s) from timely payment. All payments shall be applied to oldest invoice first....

**CONCESSIONS** ... LATE PAYMENTS: Above concessions and/or discount amount shall not apply to late payments. If rent is not paid in full on or before the due date, you will owe the full rent amount stated in the contract plus any additional fees stipulated in your lease for that month.

18. Almost from the start, Plaintiffs had trouble with Defendant's online payment portal. While they intended to pay their rent by the first of the month, the payment portal often did not record rent as received by the first, resulting in Plaintiffs being charged late fees. When they contacted Defendant about the problem, Defendant waived some of the fees for several months, while other late fees were not waived and were paid by Plaintiffs when charged. However, Defendant later re-imposed all of the previously waived late fees, over Plaintiffs' protests, forcing Plaintiffs to pay all late fees charged to avoid being evicted from their unit. Plaintiffs continued their efforts to get Defendant to credit the late fees, but Defendant refused to do so.

19. A true and correct copy of Plaintiffs' electronic ledger, provided by Defendant, is attached as **Ex. 2**. It shows Plaintiffs were charged and paid numerous rent late fees. For example, in December 2017, Plaintiffs were charged an initial rent late fee of \$75 on December 3, 2017 and three daily late fees of \$10 on December 6, 2017, resulting in total late fees for that month of \$105. On April 1, 2018, Defendant re-imposed a \$75 initial late fee previously charged

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matter because Defendant is to Plaintiffs and the Class as landlords and owners for the reasons explained above.

for July 2017. Several other previously charged and then waived late fees were re-imposed (re-charged) by Defendant *en masse* on April 1, 2018. All of the rent late fees charged by Defendant, through April 1, 2018, are reflected in Plaintiffs' electronic ledger maintained by Defendant. **Ex. 2.**

20. The initial late fees charged by Defendant (\$75) during their tenancy were more than the \$50 initial late fees specified by Plaintiffs' Lease. *See Ex. 1* (Lease) and **Ex. 2** (Ledger).

21. Plaintiffs paid all rent late fees charged by Defendant, and Defendant accepted all of the payments.

#### **IV. CLASS ACTION ALLEGATIONS**

22. Plaintiffs seek to represent a Class of similarly situated tenants. The Class, as defined below, consists of current or former residential tenants of Defendant's apartment properties in Texas during the Class Period. Because Defendant uses standardized lease forms, and has a centralized system and policies to bill and collect rent late fees from its residential tenants in Texas, it is likely that the Class has suffered the same or similar harm as Plaintiffs in the form of unlawful rent late fees.

23. Plaintiffs bring the claims for relief alleged in this complaint pursuant to FED. R. Civ. P. 23 on behalf of themselves and a class defined as follows (the "Class"):

All persons during the Class Period who (i) were residential lease tenants in Texas under written leases where Defendant is listed as lessor or owner, and (ii) were charged (and which Defendant's records show as paid) at least one initial rent late fee.

The "Class Period" means the period commencing four years prior to the date this case was filed and continuing to the date of entry of class certification order.

The Class excludes the following persons:

- (i) the judge(s) assigned to this case and his or her staff;
- (ii) governmental entities;
- (iii) Defendant and its affiliates;
- (iv) persons who abandoned their apartment units without paying rent or who were evicted by Defendant for nonpayment of rent.

24. Plaintiffs are members of the Class they seek to represent, as detailed in the factual background and the claims for relief section of this complaint. The averments of fact and questions of law are common to the Class.

25. The Class is believed to include thousands of members. The Class is so numerous and spread out across the State of Texas that joinder of all members is impracticable. On information and belief, Defendant is the owner or purported owner and lessor of approximately 2,207 dwelling units in approximately nine apartment complexes primarily in Austin, but also in San Antonio and Houston, Texas. These include the following apartment properties:

- Algarita Lakeside (302 units), San Antonio
- Northhills Flats (154 units), Austin
- Greystone Flats (115 units), Austin
- Ironhorse Flats (205 units), Austin
- Algarita (206 units), Austin
- Mueller Flats (399 units), Austin
- Arcadian k/n/a Arabella (82 units), Austin
- Westside Flats (368 units), Houston
- Olympia Flats (376 units), Houston

26. This action is governed by Section 92.019. The leases in question are common, standardized, and consistent among the Class.

27. The averments of fact and questions of law common to the members of the Class

predominate over any question affecting only individual members. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. A class action is the superior way of resolving the claims raised in this case because:

- a. The questions of law and fact are so uniform across the Class there is no reason why individual Class members would want to control the prosecution of their own actions at their own expense;
- b. The interests of all parties and the judiciary in resolving these matters in one forum without the need for a multiplicity of actions are great;
- c. The difficulties in managing this class action will be slight in relation to the potential benefits to be achieved on behalf of each Class member and not just those who can afford to bring their own actions; and
- d. Many, if not all, of the Class members may never discover Defendant's wrongful actions. Thus, in the absence of a class action, Defendant likely will be unjustly enriched to the detriment of unknowing Class members.

28. Defendant engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Class members. The same statutory violations and breach of contract claims are involved. Individual questions, if any, pale by comparison to the numerous common questions that predominate.

29. The injuries sustained by Class members flow, in each instance, from a common nucleus of operative facts. In each case, Defendant charged Class members excessive and prohibited late fees for rent in violation of Texas law.

30. Class members have been damaged by Defendant's misconduct. Class members have been charged and have paid excessive amounts to Defendant, allowing Defendant to impermissibly profit by adding excessive and impermissible late fees for rent.

31. Plaintiffs' claims are typical of the claims of the other Class members. Plaintiffs were charged excessive and impermissible late fees by Defendant for rent paid on time or only a



day or two late.

32. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs are familiar with the basic facts underlying the Class members' claims.

33. Plaintiffs' interests do not conflict with the interests of the other Class members they seek to represent. Plaintiffs have retained counsel competent and experienced in class action litigation and intends to prosecute this action vigorously. Plaintiffs and Plaintiffs' counsel will fairly and adequately protect the interests of the Class members.

34. The class action device is superior to other available means for the fair and efficient adjudication of the claims of Plaintiffs and the Class members. The relief sought per individual Class member is small given the burden and expense of individual prosecution of the potentially extensive litigation necessitated by Defendant's conduct. Furthermore, it would be virtually impossible for Class members to seek redress on an individual basis. Even if Class members themselves could afford such individual litigation, the court system could not.

35. Individual litigation of the legal and factual issues raised by Defendant's conduct would increase delay and expense to all parties and to the court system. The class action device presents far fewer management difficulties and provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive supervision by a single court. The Class is ascertainable. Defendant is required by law to maintain the records needed to identify the members of the Class, and on information and belief, this information is stored in Defendant's electronic property management databases, making the information relatively easy to retrieve.

36. Defendant has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief may be appropriate for the Class.

37. For the reasons stated herein, a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

**V. CLAIM FOR RELIEF - VIOLATION OF SECTION 92.019**

38. Texas landlords are prohibited from charging their tenants any late fees on rent unless those fees are “a reasonable estimate of uncertain damages to the landlord that are incapable of precise calculation and result from late payment of rent.” TEX. PROP. CODE § 92.019(a)(2). That means a landlord is prohibited from instituting a late fee scheme until or unless it first makes an estimate of its damages when tenants pay their rent but do so a few days late. And then, the rent late fee policy adopted must be reasonably tied to that estimate of damages. Otherwise, rent late fees are prohibited. A landlord may not use late fees as a profit-center or as a penalty to encourage tenants to pay their rent on time.

39. On information and belief, Defendants made no attempt to estimate their damages from later-payers of rent when they implemented their punitive rent late fee scheme. Since Defendant did not meet this condition under Section 92.019, it was not permitted to charge Plaintiffs or the putative class any rent late fees whatsoever. Defendant’s standardized late fee formula on past due rent results in the Plaintiffs and the Class being assessed unlawful penalties that are inherently unreasonable, unconscionable, and are not tied to any rational measurement or estimation of Defendant’s actual damages.

40. Alternatively, Plaintiffs allege that the amounts estimated as “damages” by Defendant did not meet the statutory conditions, and therefore could not lawfully be charged to Plaintiffs or the Class.

41. A landlord is prohibited from instituting a punitive late fee schedule that serves as a penalty or revenue-generating scheme. The rent late fee clause in the form lease used by

Defendant in the leases with Plaintiffs and the putative class are unenforceable penalties. Defendant's standard late fee formula on past due rent results in tenants at their apartment properties in Texas being assessed hefty penalty. Such an amount is inherently unreasonable, unconscionable, and not tied to any rational measurement or estimation of Defendant's actual damages caused by a tenant paying rent a few days late.

42. As set forth above, Defendant charged Plaintiffs and the Class impermissible late fees in violation of Section 92.019. Defendant's late fee scheme for past due rent at its apartment properties in Texas (a) was not predicated on an estimate of uncertain damages resulting from late payment of rent, and/or (b) does not bear a reasonable relationship to any damage it might have incurred. Because Defendant failed to satisfy the statutory requirements, it was not permitted to charge tenants any rent late fees, and is in violation of Section 92.019.

43. Plaintiffs seek to recover three times the amount of all rent late fees paid by Plaintiffs and the Class during the class period, along with a \$100 penalty for each such violation per Plaintiff and Class member, attorney fees, interest, and costs of court.

## **VI. JURY DEMAND**

44. Plaintiffs hereby demand a trial by jury and have tendered the appropriate fee.

## **PRAYER**

Plaintiffs seek an order of this Court certifying this case as a class action for the benefit of the Class with adequate notice to same.

Upon final hearing, Plaintiffs seek a judgment against Defendant for: (a) statutory damages under Section 92.019 equal to three times the amount of all unlawful rent late fees charged to the Plaintiffs and to the Class; (b) a statutory penalty equal to \$100 for Plaintiffs and each Class member for each statutory violation of the code; (c) prejudgment and post judgment

interest at the highest rate allowed by law; (d) reasonable attorney fees; (e) court costs; and (f) such other relief, at law or in equity, as the Court may deem just and proper, including but not limited to injunctive relief and unjust enrichment relief.

Respectfully submitted,

By: /s/ Britton D. Monts  
BRITTON D. MONTs  
State Bar No. 14303900  
THE MONTs FIRM  
401 Congress Ave., Suite 1540  
Austin, Texas 78701-3851  
bmonts@themontsfirm.com  
(512) 474-6092 – Telephone  
(512) 692-2981 – Facsimile

R. MARTIN WEBER, JR.  
State Bar No. 00791895  
RICHARD E. NORMAN  
State Bar No. 00788128  
CROWLEY NORMAN LLP  
Three Riverway, Suite 1775  
Houston, Texas 77056  
rnorman@crowleynorman.com  
mweber@crowleynorman.com  
(713) 651-1771 – Telephone  
(713) 651-1775 – Facsimile

JASON W. SNELL  
Bar No. 24013540  
THE SNELL LAW FIRM, PLLC  
1615 W. 6<sup>th</sup> Street, Suite A  
firm@snellfirm.com  
(512) 477-5291 – Telephone  
(512) 477-5294 – Facsimile

ATTORNEYS FOR PLAINTIFFS AND THE CLASS

**IN THE UNITED STATES DISTRICT COURT  
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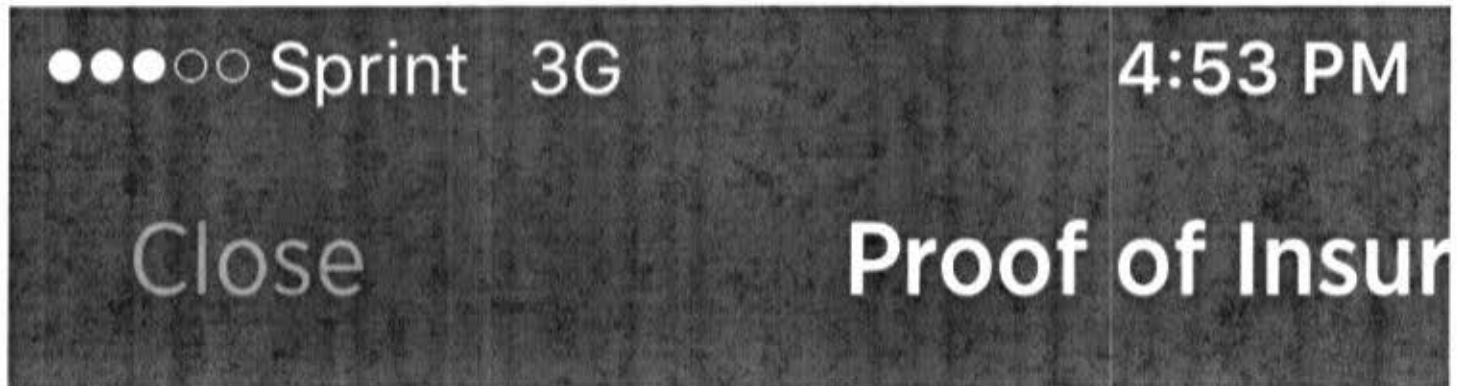
CASE NO. 1:18-cv-00541

# EXHIBIT 1

**Lakeside Leasing1**

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**From:** Brittany Foxx [REDACTED]  
**Sent:** Friday, May 19, 2017 4:55 PM  
**To:** Lakeside Leasing1



9800 Fredericksburg Road  
San Antonio, TX 78288

**Confirmation of Renters In**

This is to certify that the insurance listed below is in force.

This certificate of insurance neither affirmatively nor negatively certifies the existence of insurance coverage provided by the referenced insurance policy, nor does it confer any contractual rights to the certificate holder other than those contained in the policy control.

BRITTANY D FOXX  
8555 LAURENS LN APT [REDACTED]  
SAN ANTONIO, TX 78218

is insured as follows:

**Renters protection policy CIC 023008378 REN 002**





# FIRMUS

## 1) PARTIES AND DWELLING APARTMENT

Firmus Management and Construction LLC as agent for the owner

(hereinafter known as "Lessor"), in consideration of and subject to the terms, conditions, and covenants set forth herein, hereby leases unto: Brittany Foxx & Keith Perkins

hereinafter "Lessee(s)") and Lessee(leases from Lessor, the property commonly known as Algarita Lakeside

Unit #      8555 Laurens Lane, San Antonio, TX 78218 (hereinafter "Property").

## 2) RENTAL PAYMENTS The Lessee(s) agree to pay the following monthly amounts:

Base Rent	\$	<u>963.00</u>	
Pet Rent	\$	<u>0.00</u>	
Cable/Internet Reimbursement	\$	<u>0.00</u>	
Rock Star Parking	\$	<u>0.00</u>	
Washer/Dryer	\$	<u>0.00</u>	
Less monthly Concession	\$	<u>(164.00)</u>	
Total Monthly Payment:	\$	<u>779.00</u>	<i>Plus Conservice Bill Amount</i>

### CONSERVICE BILL WILL INCLUDE:

Water Reimbursement	\$	<u>Allocated</u>
Trash Reimbursement	\$	<u>24.00</u>
Pest Reimbursement	\$	<u>3.00</u>
Gas Reimbursement	\$	<u>0</u>

Look and Lease 1x concession 99.00

Rent payments shall commence on 5/19/2017, and continue on the first day of each month thereafter during the term of this agreement. One full month's rent will be paid at move in. In the event the Lessee(s) take possession of the subject premises on a day other than the first day of the month, Lessee(s) rent for the first month of possession shall be the prorated in the amount of \$ 326.67 **paid on the 1<sup>st</sup> of the second month. Unless the move in date is the 25<sup>th</sup> or after, then all rent is due and payable at move in.** Total rental due hereunder is \$ 10,908.00 and shall be payable by online payment through our website Paylease portal or by Paylease in store payment card option. There will be a \$20.00 processing charge for any other type of payment (check, money order, cashier's check and cash is not accepted).

## 3) TERM The Lessee(s) shall have and Hold the premises for an initial term of 14 Months and 7 Days commencing on 5/19/2017 and ending at 12:00 o'clock noon on 8/26/2018

No rent increases or lease contract changes are allowed before the initial term ends except by written addendum signed by Lessor and Lessee. If, at least 60 days prior to the expiration of the initial term or any renewal term, we give you written notice of rent increases or lease contract changes effective when the initial term ends, this lease contract will automatically continue month to month with the increased rent or lease contract changes. The new modified lease contract will begin on the date stated in the notice (without necessity of your signature) unless you give to Lessor **sixty (60) days' written notice (phone calls are not acceptable) of intent to vacate on Firmus form.** Please ask for form in the office. All Lessee(s) who remain in possession thereof on a month to month tenancy shall give to Lessor a written sixty (60) days' notice of Lessee(s) wish to vacate.

## 4) LATE CHARGES & EVICTION PROCESS

Should the Lessee(s) rent payment not be received in full, including any past due rent and/or charges, at the above-mentioned place of payment, within **three (3) days of the rent due date**, a late charge of **\$50.00 will be added on the 4<sup>th</sup> of the month and \$10.00 a day, thereafter, until paid in full.** Delays arising from the use of the mail by

Lessee(s) to forward rent payments **shall not excuse** Lessee(s) from timely payment. **All payments shall be applied to oldest invoice first.** If any rent paid hereunder is paid by a check or through Paylease which is subsequently dishonored for any reason, a **\$35.00** charge will be assessed against the Lessee(s) in addition to the daily late charge recited above, and payment by personal checks or Paylease will not be accepted.

In the event said rent is not paid within three (3) days from the receipt of the 3 Day notice, and if you **FAIL to VACATE THE PREMISES WITH SAID TIME**, then an action will be brought to evict you, and for **JUDGEMENT FOR RENTS NOW DUE AND PAYABLE**, plus additional court and administrative costs.

IN THE EVENT CONTACT AND/OR AGREEABLE TERMS ARE NOT MET WITHIN THE THREE DAYS, AND THE EVICTION PROCESS IS STARTED, PLEASE BE ADVISED THAT YOUR ACCOUNT WILL BE CHARGED A REINSTATEMENT FEE OF **THREE HUNDRED EIGHTY AND NO/100 DOLLARS (\$380.00)** AND WILL BE ADDED TO THE OUTSTANDING AMOUNT DUE.

**5) CONCESSIONS** throughout lease term are subject to remaining in good standing. If lease term is not fulfilled or if you are in default of your lease contract for non-payment, all concessions become null and void and will be charged back to Resident in full and will be due immediately. Above concessions are offered during initial lease & does not apply to month to month terms or renewal periods. **LATE PAYMENTS:** Above concessions and/or discount amount does not apply to late payments. If rent is not paid in full on or before the due date, you will owe the full rent amount stated in the contract plus any additional fees stipulated in your lease for that month.

**6) UTILITIES** Lessor will provide water and wastewater subject to reimbursement noted in the **LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS**. Lessee(s) are responsible for making sure all garbage is placed **INSIDE** of garbage containers in such a way as to prevent spilling, etc. All other utilities shall be in the name of the **Lessee(s)** upon date of occupancy and paid promptly by the **Lessee(s)**. Lessee(s) agrees to reimburse Lessor for a portion of trash collection, parking if elected, gas and cable and internet fees. Current reimbursement charges are \$ 0 per month for gas, \$ 24.00 for trash, \$ 3.00 for pest and \$ 0.00 for internet/cable and \$ 0.00 for parking. These reimbursement fees are to be paid at the same time and place as rent and are subject to late fees as detailed in Paragraph 4 herein.

**7) SECURITY DEPOSIT** The Lessee(s) agree to deposit the following sum as a security deposit to be held by the Lessor for the application against the payment of accrued rent and the amount of damages which the Lessor has suffered by reason of the Lessee(s)' non-compliance with this Lease Agreement. Lessee(s) **shall not apply or deduct any portion of the security deposit at any time in lieu of payment of rent.** If Lessee(s) attempt to apply any portion of the security deposit as rent, the security deposit shall be forfeited and the Lessor may recover the full rent due as if the deposit had not been applied or deducted from the rent due. **Said security deposit will remain with the property until all tenants have completely vacated the property. Partial returns for individual tenants moving will not be given and must be negotiated between all Lessee(s).** Upon completion of all lease terms and conditions of the lease and return of the property, said deposit will be returned (**in ONE payment, payable to all leaseholders**), less any damages, payable to all Lessee(s) unless an approved written release is received by the Lessor prior to vacating. The Lessor will pay no interest on this deposit.

Security Deposit	\$ <u>250.00</u>	
Pet Deposit	\$ <u>0.00</u>	
Pet Charge (non-refundable)	\$ <u>0</u>	
Utility connection charge	\$ <u>0</u>	
Pool Pass Deposit	\$ <u>0</u>	
<b>Total Deposits</b>	<b>\$ <u>250.00</u></b>	<i>(total of refundable deposits only)</i>

Should pets be allowed, Lessee(s) agree and understand that they shall be responsible for having the carpets professionally cleaned and treated for pets at move out. If not completed Lessee(s) understand Lessor shall have completed at Lessee(s) cost. No pets are allowed without the written permission of the Lessor unless specified as follows:



If pets have been approved by Lessor, Lessee(s) agrees and understands pets are to be walked on the outer perimeter of the property, and on a leash at all times (including cats). All pet waste is the responsibility of the Lessee(s) and is to be cleaned immediately. Non-compliance will result 1. 1<sup>st</sup> notice in a warning, 2. 2<sup>nd</sup> notice in a fine of \$50.00 for cleaning fee, 3. 3<sup>rd</sup> notice to vacate. If the pet becomes objectionable at the discretion of Lessor, Lessor reserves the right to request the removal of the pet. Non compliance will result in default of lease, and Lessee(s) will be asked to vacate. Default of lease does not stop Lessee(s) obligations. Lessee(s) are responsible for any and all damages caused by their pets.

KLP - BDF (Lessee's initial here) Lessee(s) further agree and understand that if Lessee(s) chooses to utilize a satellite for cable, internet, or any other services, Lessee(s) shall first have prior authorization from Lessor, and Lessee(s) will be required to place with Lessor a \$150.00 refundable security deposit. All satellite dishes are only allowed on tripod fixtures and are never allowed to be attached to any part of the building. All rules and guidelines for deposit shall be same as above.

**8) OCCUPANTS** All occupants and their relationship to the head of the household are listed on this Agreement. Only these household members will be permitted to occupy the apartment. Lessor must be immediately notified before additions to the household may occur. **Eligibility MUST be certified PRIOR to the additional household member taking occupancy.** Also, Lessor must be notified of any reduction of household members.

Please check if you or any other occupant are currently or have ever served in the US Military and date of service.

Occupant Name: Brittany Fox

Lessee Military Status: Currently serving \_\_\_\_\_ Previous service \_\_\_\_\_ Date of service \_\_\_\_\_ N/A BDF

Occupant Name: Keith Perkins

Lessee Military Status: Currently serving \_\_\_\_\_ Previous service \_\_\_\_\_ Date of service \_\_\_\_\_ N/A KLP

Occupant Name: \_\_\_\_\_

Lessee Military Status: Currently serving \_\_\_\_\_ Previous service \_\_\_\_\_ Date of service \_\_\_\_\_ N/A \_\_\_\_\_

Occupant Name: \_\_\_\_\_

Lessee Military Status: Currently serving \_\_\_\_\_ Previous service \_\_\_\_\_ Date of service \_\_\_\_\_ N/A \_\_\_\_\_

**9) Military Personnel 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, are commissioned in the U.S. Armed Force or if you are on active duty and receive orders for a permanent change of station. To terminate lease you must furnish us a copy of your military orders, or deployment orders such as permanent change of station, call up orders, or deployment orders. 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. Please notify the office if any Lessee has a change of status and enlists in the military during their lease term.

**10) VACATE BEFORE TERMINATION DATE** The Lessee(s) understand and acknowledge that the Lessor would suffer damages if the Lessee(s) should fail to satisfy their obligations under the provisions of this Lease Agreement, including the obligation to pay rent during the full term of the Lease Agreement. Those damages may include, but not be limited to **unpaid rent for term of lease, re-leasing commissions, clean-up costs, advertising, bookkeeping, repairs and similar costs.** The Lessee(s) further understand and acknowledge that in the event they should not satisfy any or all of those obligations, **Lessee(s) will be liable for the payment of such damages. A breach in contract due to non-compliance does not waive Lessee(s) contractual obligations, including but not limited to loss of rents until a new Lessee(s) takes possession or the end of the term, whichever occurs first.**

**11) ASSIGNMENT, SEVERABILITY AND ABSENCE** Lessee(s) shall not sublease nor assign this Lease Agreement without the written consent of the Lessor. Only the Lessee(s) who execute this Lease Agreement or children of the Lessee(s) may live on the



premises. Guests may reside on the premises for no more than two (2) weeks. In the event the premises are rented to more than one Lessee, each of the Lessees shall be jointly and severally liable for the rental due under this Lease Agreement and the performance of the terms and conditions contained herein. **The Lessees will not be removed from the lease individually.** Additional Lessee(s) and/or other adults are not permitted to reside at said residence without prior written authorization from Lessor. Any Lessee(s) vacating the property for any reason must give proper notice, as described above in item (4). The Lessee(s) shall notify the Lessor of any absence from the property for more than seven (7) days. Occupancy of the premises shall be restricted to the Lessee(s), the Lessee(s) minor children, their guests as allowed hereunder and the following named individuals: \_\_\_\_\_

**12) NOT A RELEASE.** The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding, and processing a replacement. These damages are uncertain and difficult to ascertain- particularly those relating to make ready, 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 such 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 so far as they can be determined at 85% of one month's rent. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**13) INSURANCE** Lessor is NOT responsible for Lessee(s) personal property, furniture and personal liability. Renters insurance on Lessee(s) furniture, personal property and personal liability is required. Initial: BDF/LLP Please provide Office with a copy of your current renter's insurance before move in. See attached addendum for requirements of renters or liability insurance.

**14) APPLICABLE LAW** The parties hereto recognize and acknowledge that they are bound by the laws, rules and regulations of the State of Texas and Travis County, Texas.

**15) REPRESENTATIONS** No oral agreements or representations by the Lessor or agents thereof or of the Lessee(s) shall be binding on either party.

**16) CONDITION OF PROPERTY** Lessee(s) accepts the condition of the property at the move-in and understands that no alterations, repairs, remodeling and/or redecorating will be done by the Lessor unless it is to rectify a condition of the property for code compliance. Any and all damages caused by Lessee(s) negligence, or work not performed in a professional manner shall also be Lessee(s) responsibility. It is further agreed and understood that should any pest or extermination be found to be due to Lessee(s) negligence, Lessee(s) shall be responsible for the costs to completely remove all pests in unit. If the infestation from Lessee(s) negligence has moved into adjoining units, Lessee(s) shall be responsible for extermination as well.

**17) OCCUPANCY RULES AND REGULATIONS** The Lessee(s) shall adhere to the following rules and regulations during their occupancy of the subject premises:

- a) The Lessee(s) will keep the premises clean and safe as the condition of the premises permit.
- b) The Lessee(s) shall not conduct any type of business on the premises without the written consent of the Lessor.
- c) The Lessee(s) will use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances in/on the premises. **LESSEE(S) SHALL BE RESPONSIBLE FOR ANY BLOCKAGE IN THE SEWER LINES THAT IS FROM THEIR OWN WASTE OR ITEMS BLOCKING THE LINES.**
- d) Lessee(s) will be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Lessee(s) or by any person or animal or pet on the premises at any time with the express or implied permission or consent of the Lessee(s). Lessee(s) shall be responsible for all damages, including those which might exceed the security deposit.
- e) Lessee(s) will not make any alterations in the premises without the written consent of the Lessor. Including painting interior walls any other color than what is given at move in. If walls are painted by Lessee(s), Lessor will charge Lessee(s) \$1,500.00 to return the color back to its original state.
- f) Lessee(s) will not place or hang anything on the exterior of the building, fences, railings, stucco etc. Failure to comply will result in a \$100 fine billed to your account per occurrence. If situation is not rectified immediately by tenant we will remove said items and charge you a \$100 cleaning fee.



- g) Lessee(s) will not keep or permit pets or animals on the premises without the written permission of the Lessor. Pets are not allowed to be left unattended on patios, balconies or porches.
- h) No additional locks shall be placed upon any door of the premises without the written permission of the Lessor. Should Lessee(s) lock themselves out of their home, they will be billed a flat fee of **\$50.00** per occurrence. Lessee(s) will be required to show proper photo identification to be let back in the home.
- i) Lessee(s) agree that any tacks, screws, nails, etc. driven into sheetrock will be shall be repaired by Lessee(s). No tacks, screws, nails, etc., shall be driven into woodwork, doors, etc. of any kind. Lessee(s) understands that these repairs will be deducted from their deposit.
- j) No outside antenna, satellite, or wiring of any type for radio, TV, electronic or similar equipment is permitted without the written permission of the Lessor. No outside antenna, satellite, or wiring of any type is ever permitted to be attached to building.
- k) Lessee(s) shall be responsible to change the filter in the HVAC system 1x per month. If the furnace filter becomes plugged due to not changing, Lessee(s) will be responsible for repairs and damages to equipment. Lessee(s) shall also be responsible for the service call and the filter, along with administrative costs, should a service call be made and technician determines the filter having not been changed.**
- l) Lessee(s) will not use the premises or permit the use thereof in such a manner as to void or increase the rate of insurance thereon and will comply with all city ordinances and laws of the State of TEXAS, and will save harmless the Lessor on account of all charges or damage for the non-observance thereof.
- m) Non-operable vehicles including but not limited to: inoperable, unlicensed, untagged, out dated stickers, flat tires or on blocks shall not remain in the parking lot or grounds for more than 5 days. Lessor will tag vehicle with a 24 hour warning and then vehicle will be towed at Lessee(s) expense. No automotive repair work of any kind is permitted on the premises including in the parking areas and grounds. Periodic inspections of the grounds will be made by Lessor. Shall non-perishable items, such as interior furniture, boxes, crates, junk, trash, etc., be found by Lessor, Lessor reserves the right to have any item removed from the exterior of the property at Lessee(s) expense. Lessee(s) shall be responsible to remove any hose connected to an outside spigot during the winter months and shall take responsibility for any damage done for non-compliance.
- n) Lessee(s) shall allow agent to show the property with 24 hour notice after Lessee(s) has given 60 days written notice.
- o) Lessee(s) shall not have any parties or excess noise that would disturb any tenant or neighbor. If said problems should arise this lease will become null and void and Lessee(s) shall waive any rights under this agreement.
- p) No items may be stored on common grounds as storage.
- q) Lessee(s) shall appreciate the quiet enjoyment of the neighborhood and will not allow their home, areas around their home, parking areas, or any other common areas, to become a meeting place or congregation area for groups of people. Lessee(s) agree to forego any activity, including, but not limited to loud music, parties, moving in or out, vacuums, etc., between the hours of 10:00 p.m. and 7:00 a.m. If said problems should arise this lease will become null and void and Lessee(s) shall waive any rights under this agreement.
- r) Bicycles are not allowed on the walk ways, nor are they allowed to be stored in front of an entrance.
- s) No personal property shall be placed or kept on the front lawn or commons areas. The commons areas are not to be used for storage and will be clear of debris, trash, personal items, etc at all times. Lessor desire to keep the common areas in an attractive and pleasant manner. The sidewalks provided should be used for walking. Bicycles, skateboards, etc., are not to be used on sidewalks or lawns.
- t) Soliciting is strictly prohibited.
- u) **NO GRILLS OF ANY KIND ARE ALLOWED TO BE USED OR STORED ON YOUR BALCONY AT ANY TIME.** The use of outdoor cooking grills and smokers of any kind on individual apartment balconies or breezeway areas is strictly prohibited. Areas designated for outdoor cooking are open air commons not near any structure or apartment building. Furthermore, only charcoal lighter fluid is allowed; gasoline, or other highly flammable liquids is prohibited. All grills, smokers, etc are NEVER to be left unattended. Ashes, debris, etc from cooking appliances are not to be placed in plastic, cardboard, or wooden containers. Only metal containers with metal lids are acceptable.
- v) No appliances, of any kind or nature, are allowed other than those installed in the apartment on the day the Lessee(s) move in. This includes but is not limited to washing machines, clothes dryers, ranges/oven/cooktops, refrigerators or external dishwashers. Microwave ovens are acceptable. A violation of this rule will require the resident to remove said appliance(s) within 24 hours and a minimum fee of \$250.00 shall be payable immediately. Additional charges may apply if damage has occurred due to this violation.

**18) DAMAGES AND REIMBURSEMENT.** 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 due to: a violation of the Lease Contract or rules; improper use; negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or



fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for- and you must pay for- repairs, replacements and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payments at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**19) LIMITATIONS ON CONDUCT.** The 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. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or 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. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) activities in common areas.

- a) We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.
- b) You will notify us within 15 days if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us within 15 days if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.

**20) PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit, heating the apartment with gas-operated cooking stove or oven, or injuring our reputation by making bad faith allegations against us to others. Having guests longer than 14 days constitutes them as living on premise and must fill out an application and added as an occupant on lease contract.

**21) CRIME OR EMERGENCY.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any other guests or occupants 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 obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative



and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request

**22) VEHICLES** Lessee(s) is approved to have only the vehicles as described on the rental application on the premises, and agrees to notify Lessor for approval of any additional vehicles. Lessee(s) agree to contain parking of their vehicles as not to disturb other Lessee(s) or block access to any entryways, etc. Lessee(s) shall park only in marked parking areas, and will not park anywhere as to block sidewalks, trash containers, etc. Motorcycles must be parked in the parking area only. All parking is a first come first serve bases **unless noted as Reserved. NO INOPERABLE VEHICLES TO BE ON PROPERTY.** Non-operable vehicles including but not limited to: inoperable, unlicensed, untagged, out dated stickers, flat tires or on blocks shall not remain in the parking lot or grounds for more than 5 days. Lessor will tag vehicle with a 24-hour warning and then vehicle will be towed at Lessee(s) expense.

**23) SURRENDER CONDITIONS** Lessee(s) understands that **DIRT IS NOT NORMAL WEAR AND TEAR.** The Lessee(s) further agree and understand that it is their obligation to keep and surrender the home in clean condition. Lessee(s) shall have the carpets cleaned at move out. If pets have been present in the home, Lessee(s) shall have the carpets professionally cleaned and treated for pets. If not completed, Lessor shall have completed at the sole cost of Lessee(s). Should the Lessee(s) not surrender the home in **clean** condition, the security deposit will be adjusted for such damages.

#### **24) DRUG-FREE HOUSING**

- A. Lessee(s), any member of the Lessee(s)'s household, or guest or other person under the Lessee(s)'s control shall not engage in criminal activity including drug related criminal activity, on or near property premises. "Drug-related criminal activity" means illegal manufacture, sale distribution, use, or possession with intent to manufacture, sell distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C.802).
- B. Lessee(s), any member of the Lessee(s) s household, or guest or other person under the Lessee(s)'s control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- C. Lessee(s) or members of the Lessee(s)'s household **will not permit the dwelling apartment to be used for, or to facilitate, criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- D. Lessee(s) or members of the Lessee(s)'s household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the property or otherwise.
- E. Lessee(s), any member of the Lessee(s)'s household, or guest or other person under the Lessee(s)'s control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or near the property.

**VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE  
LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.**

A single violation of any of the provisions of this paragraph shall be deemed a serious violation and material noncompliance with this Lease. It is understood and agreed that a single violation shall be good cause of termination of this Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

#### **SIGNATURE PAGE**

**Address:** Unit # [REDACTED] 8555 Laurens Lane, San Antonio, TX 78218

**Date:** 5/19/2017

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BY THEIR SIGNATURES BELOW, the parties acknowledge that they have read the foregoing agreement. This Lease Agreement shall be binding on the heirs, administrators and assigns of the parties hereto.

Lessee(s):





Firmus Management and Construction LLC as Agent for the owner

By:



Agent

Date

I/WE OPERATE IN ACCORDANCE WITH THE FAIR HOUSING LAW. I/WE DO NOT DISCRIMINATE AGAINST ANY PERSON IN THE TERMS, CONDITIONS OR PRIVILEGES OF SALE OR RENTAL OF A DWELLING OR IN THE PROVISIONS OF SERVICES OF FACILITIES IN CONNECTION THEREWITH, BECAUSE OF RACE, COLOR, RELIGION, SEX, DISABILITY, FAMILIAL STATUS OR NATIONAL ORIGIN.

## Swimming Pool Rules & Regulations

1. All Tenant(s) and their guests that swim in and use the pool, do so at their own risk.
2. Children under the age of sixteen (16) are not permitted to use the pool unless accompanied by an adult of at least the age of eighteen (18). This is by order of the State Health Department.
3. **The pool is reserved for the exclusive use of Tenant(s). Guests of a Lessee MUST be accompanied by the Lessee. A \$25 deposit is required for pool pass wrist bands per Resident. One per Resident + 2 guest. Deposit will be credited back to ledger if all (3) wristbands are returned upon move out.**
4. Tenant(s) are limited to three (3) guests per apartment. The Lessee shall be solely responsible for the safety of their guests. The Lessee further agrees to hold harmless the owner, Landlord, and /or their agents against all damages, accidents, and injuries which may be sustained by Lessee and their guests. Lessee agrees to comply with the rules and regulations of Landlord when using the swimming pool. Lessee further understands they are responsible for their guest actions.
5. There shall be NO diving from elevated places or objects.
6. The pool is to be used only between the hours of 10:00 a.m. and 9:00 p.m. daily. THE POOL WILL BE CLOSED EVERY MONDAY FOR MAINTENANCE.
7. Proper swim attire is required. NO CUT OFF JEANS.
8. NO INTOXICATED PERSON, OR PERSONS HAVING AN INFECTIOUS DISEASE OR OPEN SORE, MAY USE THE POOL.
9. There shall be no loud or boisterous conduct in and about the pool. Safety devises are not to be used as play equipment or removed except in an emergency. Stereo equipment will not be allowed in the pool area, with an exception for the use of headphones to assure quiet enjoyment by all Tenant(s) using the pool.
10. There shall be no throwing of foreign matter or debris into the pool. Tables, chairs, and other pool furniture and equipment are not to be removed from the pool area.
11. The management reserves the right to remove any and all undesirable, nonconforming persons from the pool area and may restrict the use of the pool and pool area.
12. NO breakable bottles or glass items shall be permitted in the pool or on the immediate deck surrounding the pool. Trash and refuse must be placed in the waste receptacles provided.
13. The pool may not be used while it is being serviced, cleaned, or while in the process of repair.
14. NO PETS ARE ALLOWED WITHIN THE POOL AREA AT ANY TIME.
15. ABSOLUTELY NO PROFANITY.

Tenant(s):



\_\_\_\_\_

Tenant(s):



\_\_\_\_\_

Owner/Agent:





**SMOKE DETECTOR AND FIRE EXTINGUISHER ADDENDUM**

This addendum shall become part of the lease contract (agreement) for the premises located at Alganta Lakeside  
 Unit #      8555 Laurens Lane, San Antonio, TX 78218 (hereinafter  
 Property") which agreement dated 5/19/2017 between **FIRMUS MANAGEMENT AND CONSTRUCTION LLC** (Lessor)  
 and Brittany Foxx & Keith Perkins  
 \_\_\_\_\_ (Lessee).

1. **EQUIPMENT:** Lessee acknowledges that as of this date, the premises is equipped with one or more smoke detectors as well as one or more fire extinguishers, collectively the "equipment"; that Lessee has inspected the equipment and that Lessee found them to be in good working order.
2. **REPAIR:** Lessee agrees that it is the Lessee's duty to regularly test the smoke detector(s) and Lessee agrees to notify Owner immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s). Within seven days of the receipt of such notification by Owner, Owner shall repair or replace smoke detector(s). Lessee will be liable to Owner and others for any loss or damage from fire, smoke or water if condition arises from Lessee's failure to replace batteries or report malfunctions.
3. **MAINTENANCE:** Lessee agrees to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable, or Owner may replace dead or missing batteries at Lessee's expense, without prior notice to Lessee, unless the law provides otherwise.
4. **REPLACEMENT:** Lessee agrees to reimburse Owner, upon request, for the cost of any missing equipment or damage to the equipment caused by Lessee or Lessee's guests or invitees.
5. **DISCLAIMER**
  - A. Lessee acknowledges and agrees that Owner is not the operator, manufacturer, distributor, retailer or supplier of the equipment. Lessee assumes complete responsibility for all risk and hazard attributable to, connected with, or in any way related to the operation, malfunction or failure of the equipment, regardless of whether such malfunction or failure is attributable to, connected with, or any way related to the use, operation, manufacture, distribution, repair, servicing or installing of said equipment.
  - B. No representation, warranties or promises, whether legal or implied, or otherwise, have been made by Owner, its agents or employees to Lessee regarding said equipment, or the alleged performance of the same. Owner neither makes nor adopts any warranty of any other nature of liability regarding said equipment, and expressly disclaims all warranties of fitness for a particular purpose, of habitability or any and all other expressed or implied warranties. Owners shall not be liable for damages or losses to person or property caused by (1) Lessee's failure to regularly test the smoke detector(s); (2) Lessee's failure to notify Owner of any problem, defect, malfunction or failure of the smoke detector(s); (3) Theft of the equipment.
6. **ENTIRE AGREEMENT:** The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the above referenced unit. Any agreement that in any way varies the term of this addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
7. **TERMS:** The term of this addendum shall be the same terms as the lease agreement or any renewal or extension of the lease agreement.

Executed this \_\_\_\_\_

Keith Perkins

Lessee

Brittany Foxx

Lessee

Lessee

\_\_\_\_\_

Lessee

Brittany Blanchard  
 Owner's Representative



## MOLD AND MILDEW ADDENDUM

This addendum shall become part of the lease contract (agreement) for the premises located at Algarita Lakeside

Unit #      8555 Laurens Lane, San Antonio, TX 78218 (hereinafter  
Property"), which agreement dated 5/19/2017 between **FIRMUS MANAGEMENT AND CONSTRUCTION LLC** (Lessor)  
and Brittany Foxx & Keith Perkins  
(Lessee).

Definition: Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air, and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects, and/or visible residue growth ranging in color from orange to green, brown, and/or black; often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold growth.

CLIMATE CONTROL: Lessees(s) agree to use all air-conditioning in a reasonable manner, and to use heating systems in moderation. Lessee(s) further agree to keep the premises properly ventilated by periodically opening windows during dry weather only, to allow circulation of fresh air. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING BE USED AT ALL TIMES.

## LESSEE(S) AGREE TO:

- Keep the premises clean and regularly dusted, Vacuumed and mopped
- Use hood vents when cooking, cleaning and dishwashing
- Keep closet doors ajar to allow for proper circulation
- Avoid excessive amounts of indoor plants
- Use exhaust fans when bathing/showering and leave the fan on for an additional hour afterward to remove moisture
- Use ceiling fans, if present
- Water all indoor plants outdoors
- Wipe down any moisture and/or spillage
- Wipe down bathroom walls and fixtures after bathing and showering
- Hang shower curtains within the bathtub when showering
- Securely close shower doors, if present
- Leave bathroom and shower doors open after use
- Use dryer, if present, for wet towels
- Use household cleaners on any hard surfaces
- Remove any moldy or rotting food
- Remove garbage regularly
- Wipe down any and all visible moisture
- Wipe down windows and sills if moisture is present
- Periodically inspect for leaks under sinks
- Check all washer hoses, if applicable
- Regularly empty dehumidifier, if used
- Open blinds/curtains to allow light into premises
- Wipe down floors after any water spillage

## LESSEE(S) SHALL REPORT IN WRITING:

- Visible or suspected mold
- All A/C or heating problems or leaks, moisture accumulations, major spillage
- Plant watering overflows
- Musty odors, showers/bath/sink/toilet overflows
- Leaky faucets, plumbing, pet urine accidents
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Moldy clothing
- Refrigerator and A/C drip pan overflows
- Moisture dripping from or around any vents, A/C condenser lines
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vents leaks
- Any and all excess moisture

**SMALL AREAS OF MOLD:** If mold has occurred in a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, Lessee agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®.

**TERMINATION OF TENANCY:** Owner or agent reserves the right to terminate the tenancy and LESSEES(S) agree to vacate the dwelling unit which may pose a safety or health hazard to LESSEES(S) or other persons, and/or LESSEES(S)' actions or inactions are causing a condition which is conducive to mold growth.

**INPECTIONS:** LESSEE(S) agree that Owner or agent may conduct inspections of the unit at any time, with reasonable notice.

**VIOLATION OF ADDENDUM:** IF LESSEE(S) FAIL TO COMPLY WITH THIS ADDENDUM, Lessee (s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but is not limited to, Lessee(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against LESSEE(S) at law or in equity and LESSEE(S) shall be liable to Owner for damages sustained to the Leased Premises. LESSEE(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of LESSEE(S) failure to comply with the terms of this Addendum.

**HOLD HARMLESS:** If the premises are or were managed by an agent Owner, LESSEE(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE LESSEE(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO, AND MADE PART OF, THE LEASE AGREEMENT, AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Lessee: 

Date: 5-19-17

Lessee: 

Date: 5-19-17

Management Representative: 

Date: 5-19-17

Pest Addendum

This agreement is entered into this 19th day of May 2017, by and between **Firmus Management and Construction LLC** as agent for the Owner and Brittany Foxx & Keith Perkins

\_\_\_\_\_, (Lessee)  
 residing in the premises located at Algarita Lakeside Unit #       
8555 Laurens Lane, San Antonio, TX 78218 (hereinafter Property")

Lessee(s) agrees to act in a reasonable manner in keeping their residence in clean and sanitary condition. Lessees also agree that they will not allow or promote any infestation of pests. This includes; but are not limited to, bedbugs, ants and roaches. Further, Lessees agree that if such infestation shall occur and are attributable to their action (or inaction), they will be responsible for all costs to eradicate and exterminate pests in their apartment and all common areas affected.

1. Lessee(s) agrees to allow the Landlord, their agents and exterminator to conduct an inspection to determine if pests are present.
2. Lessee(s) agrees to notify landlord immediately upon suspecting the presence of pests or seeing pests in their apartment. If pests are not exterminated immediately, they can spread to other apartments and common areas very quickly.
3. Lessee(s) agrees to allow landlord access when 24 hour notice is given to inspect your apartment and assess any pests present. Lessees understand that delays may cause the spread of pests and increase their financial responsibility for extermination.
4. Lessee(s) agrees to follow the procedures and guidelines necessary to insure successful extermination, including, but not limited to; laundering clothing in hot water, removing infested furniture, in appropriate sealed bags if recommended by the professional exterminator, and eliminating clutter.
5. Lessee agrees that they will be responsible for the treatment of their residence if they do not allow Landlord to arrange and conduct treatment in a timely fashion. If their delay causes a spread of the infestation, they will also be responsible for the treatment in those additional units.
6. Lessee(s) agrees that Landlord may use any measure deemed necessary to eradicate the pests from their apartment.

**ENTIRE AGREEMENT:** The parties acknowledge that this written addendum is the entire agreement of the parties relative to pest control in the above referenced unit. Any agreement that in any way varies the term of this addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.

**TERMS:** The term of this addendum shall be the same terms as the lease agreement or any renewal or extension of the lease agreement.



Lessee/Date

5-19-17

Lessee/Date

5-19-17

Lessee/Date



Lessee/Date



Owner's Representative/Date



**Epoxy Resurfacing Bath, Shower and Countertop Cleaning and Care Addendum**

This agreement is entered into this 19th day of May 2017, by and between Firmus Management and Construction LLC as agent for the Owner and Brittany Foxx & Keith Perkins

residing in the premises located at Algarita Lakeside Unit # ████ (Lessee)  
8555 Laurens Lane, San Antonio, TX 78218 (hereinafter Property")

**Bathtubs**

1. Avoid using any type of suction mounted accessories such as soap dishes, shampoo and conditioner holders, and, most importantly, suction type bathtub mats. These products will pull on the refinishing 24 hours a day, and over time they will ruin the coating of your bathtub or tile.
2. Avoid bathing animals in the bathtub. Their claws are very sharp and can scratch the refinished surfaces. If you must use the bathtub to wash your pet, put a soft rubber pad or bathtub mat over the surface and be very careful. Remember to remove the bath mat after each use.
3. You will find that your newly refinished bathtub, tile or fiberglass shower is a breeze to clean. Many over-the-counter products can be used to achieve excellent results. Tub & Tile cleaners such as Dow Bathroom Cleaner with Scrubbing Bubbles, Fantastic, and Formula 409 are the kinds of cleaners we recommend for refinished surfaces. Abrasive cleansers such as Comet, Bon Ami, or Ajax will scratch the finish. When wiping the refinished bathtub or tile surface, always use a sponge or soft cloth. Never use scrub pads as these will damage the finish.

**Countertops**

1. Fantastik and Formula 409 are both great for countertops. Avoid cleaners that contain abrasives.
2. When wiping a countertop, always use a sponge or cloth. Never use scrub pads as these will damage the finish.

**COST TO REPAIR:** Lessee understands that a failure to follow the guidelines set forth in this addendum may cause damage to the Bathtubs and/or Countertops. Should damage occur, a minimum fee of \$275.00 will be assessed to return the damaged Bathtub or Countertop to its original condition.

The parties acknowledge that this written addendum is the entire agreement of the parties relative to Care of Epoxy painted surfaces in the above referenced unit. The Lessee(s) agree by signing this document that they will use certain care to maintain the integrity of the epoxy service by not using any abrasive cleansers. Any agreement that in any way varies the term of this addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.

The term of this addendum shall be the same terms as the lease agreement or any renewal or extension of the lease agreement.

Keith Perkins 5/19/2017 Brittany Foxx 5/19/2017  
 Lessee/Date Lessee/Date

Bryant Bandal  
 Owner's Representative/Date

### Bed Bug Addendum

1. This is an addendum to the Lease Contract for Unit [REDACTED]
2. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.
3. **INSPECTION.** You agree that you: (Check One)
  - ☐ Have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
  - ☒ Will inspect the dwelling within 48 hours after move-in and notify us of any bed bugs or bed bug infestation.
4. **INFESTATIONS.** Prior to move in, we did not observe any evidence of bed bugs or bed bug infestation in the dwelling or building in which the dwelling is located.  
 You agree that you have read the information on the back side of this addendum about bed bugs and: (Check one)
  - ☒ You are not aware of any infestation or presence of bed bugs in your current or previous apartment, home, or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence.
  - OR
  - ☐ You agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experiences is disclosed here:

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5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agent access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common area for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.
6. **NOTIFICATION.** You must promptly notify us:
  - a. Of any known or suspected bed bug infestation or presence in the dwelling, or any of your clothing, furniture, or personal property.
  - b. Of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
  - c. If you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
7. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.



8. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
9. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

## **BED BUGS-A GUIDE FOR RENTAL HOUSING RESIDENTS**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish brown color, although after feeding on the blood of humans and warm-blooded animals (their sole food source) the bugs assume a distinctly blood-red hue until digestion is complete.

### **Bed Bugs don't discriminate**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness. Bed bugs know no social and economic bounds; claims to the contrary are false.

### **Identifying Bed Bugs**

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls

- Cracks and crevices in walls and floors
- Inside electronic devices
- Because bed bugs leave some persons with itchy welts, strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. Most bites will mostly appear on exposed areas of the skin, such as the face, neck and arms.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

#### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving at their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

#### Bed bugs do's and don'ts

- DO NOT BRING USED FURNITURE FROM UNKNOWN SOURCES INTO YOUR DWELLING. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed-bug free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- Do address bed bug sightings immediately. Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- Do comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents

16th Fl.  
[Signature]

Owner or Owner's Representative

[Signature]

Date of Signing Addendum

5-19-17

Date of Signing Addendum

5-19-17



# Fitness Center Rules & Regulations

## Waiver of Usage Addendum

Fitness center is provided solely for Algarita Apartments Residents. All residents must sign the Waiver of Liability form before the Fitness Center can be used.

Residents under the age of 16 are not allowed in the Fitness center and are prohibited from using the equipment.

Any residents between the ages of 16 and 18 who wish to use the Fitness Center must have the signature of their parent or legal guardian on the Waiver of Liability form. No one under the age of 18 is allowed to use the Fitness Center without being accompanied by their parent or legal guardian.

Guests must be at least 18 and accompanied by a Resident.

No Food, glass or open containers are allowed in the fitness center. Sports bottles or other non-spillable containers are welcome.

Immediately report any needed repairs of facility equipment, doors, windows or lighting to the office staff.

Please provide your own towel.

Proper gym attire is required. No bathing suits or swim attire and proper athletic shoes must be worn.

Hours: Open 24 hours a day 7 days a week. Please use Code [REDACTED].

Please note, code will change periodically and you will be advised through office staff.

Please be aware that you exercise at your own risk. There is no attendant in the Fitness Center.

Management is not responsible for your personal belongings left in the Fitness Center.

These rules and regulations may be amended at the sole discretion of Firmus Management & Construction LLC and the undersigned resident with this agrees to be subject to comply with any future changes.

Resident agrees to the fullest extent by law that s/he releases and hold harmless the property owners, management and their employees or representatives from any and all claims, damages or expenses related to the use of amenities, fitness center equipment or fitness classes.

The term of this addendum shall be the same terms as the lease or any renewal or extension of the lease agreement.

 5/19/2017

Lessee/Date

Lessee/Date

 5-19-17

Lessee/Date

Lessee/Date

  
Owner's Representative/Date



## Entry Devices & Parking Permit Waiver of Usage Addendum

This community DOES ☒ DOES NOT \_\_\_\_\_ have access gates.

Remote/Card #(s): \_\_\_\_\_

This community DOES \_\_\_\_\_ DOES NOT ☒ have permit parking.

Permit/tag #(s): \_\_\_\_\_

This community DOES ☒ DOES NOT \_\_\_\_\_ RockStar parking (additional cost).

Rockstar parking: YOU CHOOSE your space! We offer our Residents a designated parking spot for an additional cost of \$ 42.00 covered and \$ 28.00 uncovered. I agree to pay \$ 0 for the spot of my choice.

Signature:  

**Gate cards for gate access:** Each person who is over 18 years of age and are listed as a resident on the lease (max 2) will be given a card at no cost to use during residency. Each additional card for you or occupants over 16 will require a \$25 fee. Limit 2 cards per household.

**Damaged, lost or un-returned cards:** If a card is lost, stolen or damaged, a \$25 fee will be charged for a replacement card. If a card is not returned or damaged at move-out, there will be a \$25 deduction from the security deposit for each card.

If the Residents, occupants or guests, through negligence or misuse damage the gates, you are liable for the damages under your lease and collection of damage amounts will be pursued. **The gates are monitored by cameras at all times.**

**Parking permits:** Each person who is over 18 years of age and are listed as a resident on the lease (max 2) and have an operable vehicle will be given a parking permit at no cost to use during residency. A copy of current insurance, current driver's license and registration is required for parking permit. Limit 2 parking permits per household.

**Please have Guests park in visitor or street parking.**

**Personal injury and/or personal property damage:** Fencing, gates or other devices will not prevent crime. This is not a security system or crime prevention device. Crime can still occur. Protecting Residents, occupants, guests is the sole responsibility of residents, occupants and law enforcement agencies. First call the police or 911 if a crime occurs or is suspected. The apartment community, owners, owners representative, Management Company or its employees are not liable to any resident, occupant or guest for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates or pedestrian access gates. We reserve the right to modify or eliminate access gates other than those statutorily required.

The term of this addendum shall be the same terms as the lease or any renewal or extension of the lease agreement.

05/19/2017   5-19-17  
Lessee/Date Lessee/Date

  
Owner's Representative/Date

## Packages/Deliveries Addendum

As a courtesy to our Resident's we want to accept packages for your convenience. However, we do have certain guidelines that need to be adhered to.

We will not be responsible or liable for any lost or stolen deliveries accepted by any of our authorized representatives. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured. Initialed KLP - [Signature]

Any deliveries that require a signature will not be accepted.

Resident shall pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender.

Neither owner nor management are responsible for contacting residents when accepting packages. This is your's and the deliverer's responsibility.

Deliveries or service requiring entrance into the resident's apartment by anyone other than management will not be allowed.

If Management opts to deliver packages because of storage, by your signature, you are agreeing to Management drop-off inside your apartment if necessary.

Management will not be available after hours to allow you access to your deliveries. You must pick up your package during regular office hours.

The resident will be required to present I.D. when picking up package. The package will only be available for pick up from the person named on the package.

Any perishable goods delivered to office must be picked up the same day. If not picked up, it will be returned to sender the following day.

We will not accept packages without this signed consent.

Brittany Fox	<div style="background-color: black; width: 40px; height: 15px;"></div>	05/19/2017	[Signature]
Resident	Unit#	Date	Signature
Keith Perkins	<div style="background-color: black; width: 40px; height: 15px;"></div>	5-19-17	[Signature]
Resident	Unit#	Date	Signature
<div style="background-color: black; width: 40px; height: 15px;"></div>	<div style="background-color: black; width: 40px; height: 15px;"></div>		
Resident	Unit#	Date	Signature
<div style="background-color: black; width: 40px; height: 15px;"></div>	<div style="background-color: black; width: 40px; height: 15px;"></div>		
Resident	Unit#	Date	Signature

*Pet Agreement*  
(Addendum to Rental Agreement)

Owner/Management agrees to waive the pet restrictions of the Rental Agreement/Lease, provided that the Tenant and Pet Owner agree to and meet the following terms and conditions:

0.00 Number of Dogs      0.00 Number of Cats      0.00 Number of Other

This agreement is entered into this 19th day of May 2017, by and between **Firmus Management and Construction LLC** as agent for the Owner and Brittany Foxx & Keith Perkins

\_\_\_\_\_  
(Lessee)  
residing in the premises located at Algarita Lakeside Unit # XXXX  
8555 Laurens Lane, San Antonio, TX 78218 (hereinafter Property")

A. **Description of Pet.** The lease covering the premises states that no pets are permitted on or about the premises without Owner's prior written consent. Residents are hereby permitted to have only the following described pet, subject to the terms and conditions of this Pet Agreement:

Name of pet _____	Type of animal _____
Breed _____	Color _____
Age _____	Weight _____
License No. _____	Date of last rabies shot _____

*Resident(s) shall provide vet verification of age, weight and shots for dogs; and vet verification of shots for cats. Resident(s) shall also provide a picture ID of the Pet.*

Breed restrictions include: Rottweiler, Akita, Doberman, German Shepard, Pitt Bull, Bull Mastiff, Chow, and any mix of the above.

B. **Pet Rules.** Resident(s) agree to abide by the following rules:

1. **Nuisance.** The pet may not cause any damage to the premises, or to the grounds or premises of Owner. Nor may the pet cause any discomfort, annoyance or nuisance to any other resident(s).
2. **Sanitary Problems.** All dogs, where accepted, and cats must be housebroken. Resident(s) shall immediately remove and properly dispose of all pet waste on the grounds by placing into a garbage bin. If a designated area is provided to curb your pet, you must utilize this area. If found not picking up after your pet, a fine of \$50.00 per incident (up to 2 incidents) will be charged. If fined more than 2 incidents, you will be in breach of your lease contract and asked to leave. DO NOT leave pet unattended on patios, balconies or porches. If pets are left outside unattended it is a disturbance and a violation to your lease agreement.
3. **Prohibited Areas.** The pet shall not be permitted in the pool area, clubhouse or the laundry room.



4. Multiple Residents. Each resident that has signed the lease shall sign this Pet Agreement and agrees to be jointly and severally liable for damages and all other obligations set forth even if such resident does not own the pet.
5. Complaints about Pet. Resident(s) agree to immediately and permanently move the pet from the premises if Owner receives reasonable complaints from neighbors or other resident(s) or if Owner determines that the pet has caused unreasonable annoyance to other resident(s).
6. Specific Types of Pets. The following rules apply to specific types of pets:

**Dogs:** Must be kept on a leash at all times that they are outside the dwelling unit and may not be left unattended. Pets may not be left unattended on any patio or fenced area of the exclusive use of resident(s). They may not be tethered when outside the dwelling. Do not leave food or water for your dog outside of the dwelling unit.

**Cats:** Resident(s) must provide and maintain an appropriate litter box and housed as indoor pets.

**Birds:** Birds must remain in cages at all times.

7. Ordinances. Resident(s) must comply with all city ordinances regarding pets including shots, licenses, and "leash laws".

- C. Additional Rules. Owners may, from time to time, upon written notice to the Resident(s), make reasonable changes to the pet rules set forth.

Owner's Remedies for Violations:

1. Cleaning and Repairs. Resident(s) shall be jointly and severally liable for the entire amount of all damages caused by the pet. If any item cannot be satisfactorily cleaned or repaired, resident(s) must pay for complete replacement of such item.
2. Injured. Resident(s) shall be strictly liable for the entire amount of any injury to any person or property caused by the pet, and shall indemnify Owner for all costs of litigation and attorneys' fees resulting from the same.
3. Move Out. After resident(s) vacate the premises, they shall reimburse Owner for the cost of de-fleaing, deodorizing, and shampooing necessary to protect future residents from possible health hazards and/or replacement of flooring if needed.
4. Removal of Pet by Owner. If resident(s) have abandoned the pet, left it for an extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules, the Owner may, upon one days written notice left in a conspicuous place, and in accordance with the lease, enter the dwelling and remove the pet, and turn it over to the Humane Society or local authority. Owner shall not be liable for loss, harm, sickness, or death of the pet.
5. Other Remedies. This pet agreement is an addendum to the Lease between Owner and resident(s). If any rule or provision of this Pet Agreement is violated, Owner shall, in addition to the foregoing, have all rights and remedies set forth in the Lease violations thereof, including but not limited to eviction, damages, and attorneys' fees.

The resident(s) agree to pay the Pet fee of 0.00 the Pet Deposit of 0.00, plus a 0.00 pet rent per month, 1<sup>st</sup> pet. Additional pet rent for 2<sup>nd</sup> is 0.00. Resident(s) agree to pay the Pet Deposit/Fee at move-in. A Pet Deposit will not be charged for fish or a bird; however, if there is any damage to the property due to the pet, the resident(s) agree to pay for these damages.

  
Resident(s)

05/19/2017  
Date

  
Resident(s)

5-19-17  
Date

\_\_\_\_\_  
Resident(s)

\_\_\_\_\_  
Date

  
Management Representative

5-19-17  
Date

# **REQUIREMENT OF RENTERS INSURANCE ADDENDUM**

This agreement is entered into this 19th day of May 2017, by and between **Firmus Management and Construction LLC** as agent for the Owner and Brittany Foxx & Keith Perkins

(Lessee)

residing in the premises located at Algarita Lakeside Unit #       
8555 Laurens Lane, San Antonio, TX 78218 (hereinafter Property")

**1. Acknowledgement concerning insurance or damage waiver.** You understand that our property or liability insurance does not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling. You understand that by not maintaining a renters insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in your dwelling. **You understand that paragraph 12 of the Lease Contract requires you to maintain a renter's insurance policy, which provides limits of liability to 3<sup>rd</sup> parties in an amount not less than \$100,000 per occurrence.** You agree to maintain, at your own expense, during the term of your Lease Contract and any subsequent renewal periods, a renters insurance policy satisfying our requirements.

**2. Liability insurance DOES NOT protect you against loss or damage to your personal property or belongings. ONLY a renter's insurance policy does this. It also does not protect you from losses caused by flooding. Flood insurance is different than renter's insurance. For more information regarding renter's insurance, contact the Texas Department of Insurance.**

**3. Election of insurance coverage or damage waiver.** You agree to the following with respect to your renter's insurance. **Please Initial:**

- BDF KLP You agree to purchase renter's insurance from an insurance company of your choice. Please provide us with written proof of compliance with this addendum on or prior to the lease commencement date, and any time we request it. You will be responsible to provide an updated copy at every renewal or month to month period following the end of your lease contract.
- BDF KLP You agree that if for any reason you have a cancellation or lapse of coverage in your renter's insurance and liability insurance you will immediately be enrolled onto a master liability policy and charged \$10.00 per month on your ledger until your renter's insurance policy with liability is reinstated.
- BDF KLP **YOU UNDERSTAND THAT ANY LIABILITY INSURANCE WILL NOT COVER YOU FOR LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY. ONLY A RENTER'S INSURANCE POLICY DOES THIS.**

PARTIES: THIS ADDENDUM IS BETWEEN THE LESSEE(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO, AND MADE PART OF, THE LEASE AGREEMENT, AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Lessee: BDFoxx  
 Lessee: Keith Perkins  
 Lessee: \_\_\_\_\_  
 Lessee: \_\_\_\_\_

Date: 05/19/2017  
 Date: 5-19-17  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

Management Representative: B. J. Pandey

Date: 5-19-17



## PHOTOGRAPH/VIDEO ADDENDUM

This addendum shall become part of the lease contract (agreement) for the premises located at Algarita Lakeside  
 Unit #            8555 Laurens Lane, San Antonio, TX 78218 (hereinafter  
 Property"). which agreement dated 5/19/2017 between **FIRMUS MANAGEMENT AND CONSTRUCTION LLC** (Lessor)  
 and Brittany Foxx & Keith Perkins  
 \_\_\_\_\_ (Lessee).

Firmus Management & Construction (FM&C) reserves the right to use any photograph/video taken at any event sponsored by (FM&C), or in any common area on property without the expressed written permission of those included within the photograph/video. FM&C may use the photograph/video in publications or other media material produced, used or contracted by FM&C including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.

To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian

Any person who does not wish to have their image recorded for distribution should make their wishes known to the photographer, and/or the event organizers, and/or contact FM&C at 5600 S Quebec St #110A, Greenwood Village CO 80111, in writing of his/her intentions and include a photograph. FM&C will use the photo for identification purposes and will hold it in confidence.

By participating in a FM&C event or by failing to notify FM&C, in writing, your desire to not have your photograph used by FM&C, you are agreeing to release, defend, hold harmless and indemnify FM&C from any and all claims involving the use of your picture or likeness.

Any person or organization not affiliated with FM&C may not use, copy, alter or modify FM&C photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized designee from FM&C.

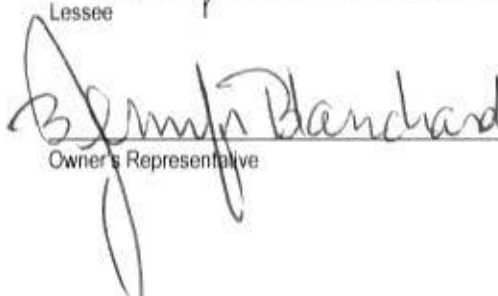
Executed this \_\_\_\_\_

  
 Lessee

05/19/2017  
 Lessee

  
 Lessee

\_\_\_\_\_  
 Lessee

  
 Owner's Representative

**LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER AND GAS COSTS**

This addendum shall become part of the lease contract (agreement) for the premises located at Algarita Lakeside  
 Unit #            8555 Laurens Lane, San Antonio, TX 78218 (hereinafter  
 Property"). which agreement dated 5/19/2017 between **FIRMUS MANAGEMENT AND CONSTRUCTION LLC** (Lessor)  
 and Brittany Foxx & Keith Perkins  
 \_\_\_\_\_ (Lessee).

**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—and 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 total water bill(s) for the entire apartment community.

**Your payment due date.** Payment of your allocated water/wastewater bill is due 16 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 late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

**Allocation procedures.** Your monthly rent under the Lease Contract does include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. 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 the allocation method 1 below (sub-metered) approved by the Public Utility Commission of Texas (PUC).

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

- 1) actual occupancy;
- 2) ratio occupancy (PUC average for number of occupants in unit);
- 3) average occupancy (PUC avg. for no. of bedrooms in unit);
- 4) combination of occupancy and square feet of the apartment; or
- 5) submetered hot/cold water, ratio to total.
- 6) Square feet of dwelling unit

**Gas Billing.** Your monthly gas charges will be calculated using method 6 above. In addition to the water, sewer, gas and trash charges, each monthly bill will include a trash billing service fee of \$3.00.

The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the 25th day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.

**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.

**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.

**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 \$ TBD per unit, varying from \$ TBD to \$ TBD for the lowest to highest month's day of the month. Within 10 days thereafter, we bill 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.

**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.

Executed this \_\_\_\_\_

  
\_\_\_\_\_  
Lessee

  
\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

  
\_\_\_\_\_  
Owner's Representative

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

**LEAD WARNING STATEMENT**

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

**Lessor's Disclosure**

(A) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below):

(I) \_\_\_\_\_ Known lead-based paint and/or lead based paint hazards are present in the housing. (Explain)

(II)   X   Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

(B) Records and reports available to the lessor (check (I) or (II) below):

(I)   X   Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below).

(II) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(C) \_\_\_\_\_ Lessee has received copies of all information listed above.

(D) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgment (initial)**

(E) Agent has informed the lessor of the lessor's obligations under 42 U.S.C 4852(D) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

Lessee

Date

Lessee

Date

Lessee

Date

Lessee

Date

Agent

Date

Agent

Date

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

BRITTANY FOXX and KEITH PERKINS  
for themselves and all others  
similarly situated,

*Plaintiffs,*

V.

FIRMUS MANAGEMENT AND  
CONSTRUCTION LLC,

*Defendants.*

[illegible]

CASE NO. 1:18-cv-00541

## EXHIBIT 2

## Resident Ledger



Date: 04/11/2018

Code	t0000909	Property	lakeside	Lease From	05/19/2017
Name	Brittany Foxx	Unit	██████	Lease To	08/26/2018
Address	8555 Lauren Lane LO ██████	Status	Current	Move In	05/19/2017
		Rent	963.00	Move Out	
City	San Antonio, TX 78218	Phone (H)		Phone (W)	

Date	Description	Charge	Payment	Balance	Chg/Rec
05/19/2017	Security Deposit	250.00		250.00	<a href="#">1785</a>
05/19/2017	Security Deposit		250.00	0.00	<a href="#">752</a>
12/01/2017	Rental Income (12/2017)	854.37		854.37	<a href="#">2454</a>
12/01/2017	paid on time	(105.00)		749.37	<a href="#">12107</a>
12/03/2017	Late Fee	75.00		824.37	<a href="#">2550</a>
12/06/2017	Late Fee, 3 days @ \$10.00/day	30.00		854.37	<a href="#">2613</a>
12/06/2017	chk# 101731649		770.00	84.37	<a href="#">2290</a>
01/01/2018	Lease Concession (01/2018)	(184.00)		(99.63)	<a href="#">12545</a>
01/01/2018	Apt Rent (01/2018)	963.00		863.37	<a href="#">12882</a>
01/01/2018	Pest Control - 10/13/17-11/08/17	3.00		866.37	<a href="#">16254</a>
01/01/2018	Storm Water - 10/13/17-11/08/17	1.65		868.02	<a href="#">16255</a>
01/01/2018	Trash - 10/13/17-11/08/17	28.00		896.02	<a href="#">16256</a>
01/01/2018	Water - 10/13/17-11/08/17	47.40		943.42	<a href="#">16258</a>
01/01/2018	paid on time nov	(115.00)		828.42	<a href="#">25693</a>
01/01/2018	paid on time	(115.00)		713.42	<a href="#">27870</a>
01/03/2018	Late Fee	75.00		788.42	<a href="#">26865</a>
01/03/2018	chk# 0442791661		800.00	(11.58)	<a href="#">8316</a>
01/09/2018	Late Fee, 6 days @ \$10.00/day	60.00		48.42	<a href="#">26866</a>
02/01/2018	Pest Control - 11/09/17-12/08/17	3.00		51.42	<a href="#">33176</a>
02/01/2018	Storm Water - 11/09/17-12/08/17	1.67		53.09	<a href="#">33177</a>
02/01/2018	Trash - 11/09/17-12/08/17	28.00		81.09	<a href="#">33178</a>
02/01/2018	Water - 11/09/17-12/08/17	37.32		118.41	<a href="#">33179</a>
02/01/2018	Lease Concession (02/2018)	(184.00)		(65.59)	<a href="#">42488</a>
02/01/2018	Apt Rent (02/2018)	963.00		897.41	<a href="#">43025</a>
02/02/2018	paid on time jan	(20.00)		877.41	<a href="#">46585</a>
02/03/2018	Late Fee	75.00		952.41	<a href="#">46674</a>
02/05/2018	chk# 0443005214		500.00	452.41	<a href="#">25479</a>
02/06/2018	Late Fee, 3 days @ \$10.00/day	30.00		482.41	<a href="#">46795</a>
02/07/2018	chk# 0443032680		473.00	9.41	<a href="#">26125</a>
02/09/2018	per lease late fees start on the 4th	(10.00)		(0.59)	<a href="#">47934</a>

03/01/2018	Pest Control - 12/09/17-01/10/18	2.41		<a href="#">51726</a>
03/01/2018	Storm Water - 12/09/17-01/10/18	1.62	4.03	<a href="#">51727</a>
03/01/2018	Trash - 12/09/17-01/10/18	28.00	32.03	<a href="#">51728</a>
03/01/2018	Water - 12/09/17-01/10/18	40.57	72.60	<a href="#">51729</a>
03/01/2018	Lease Concession (03/2018)	(184.00)	(111.40)	<a href="#">68549</a>
03/01/2018	Apt Rent (03/2018)	963.00	851.60	<a href="#">68890</a>
03/01/2018	move in prorate adjustment per lease	(84.30)	767.30	<a href="#">76937</a>
03/01/2018	Concession (06/2017)	(184.00)	583.30	<a href="#">76938</a>
03/03/2018	Late Fee	75.00	658.30	<a href="#">71683</a>
03/03/2018	chk# :WIPS WIPS Receipt. Keith Perkins (r0000534). Reference Number: TX478400398900006		852.00 (193.70)	<a href="#">44435</a>
03/08/2018	per lease late fees start on the 4th	(75.00)	(268.70)	<a href="#">74002</a>
03/31/2018	chk# :WIPS WIPS Receipt. Keith Perkins (r0000534). Reference Number: TX478400401700007		586.00 (854.70)	<a href="#">55464</a>
04/01/2018	Pest Control - 01/11/18-02/09/18	3.00	(851.70)	<a href="#">78233</a>
04/01/2018	Storm Water - 01/11/18-02/09/18	1.55	(850.15)	<a href="#">78234</a>
04/01/2018	Trash - 01/11/18-02/09/18	28.00	(822.15)	<a href="#">78235</a>
04/01/2018	Water - 01/11/18-02/09/18	42.51	(779.64)	<a href="#">78236</a>
04/01/2018	Lease Concession (04/2018)	(184.00)	(963.64)	<a href="#">84883</a>
04/01/2018	Apt Rent (04/2018)	963.00	(0.64)	<a href="#">85216</a>
04/01/2018	late fees owed (07/2017)	75.00	74.36	<a href="#">93122</a>
04/01/2018	late fees owed (08/2017)	80.00	154.36	<a href="#">93123</a>
04/01/2018	late fees over charged (09/2017)	(5.00)	149.36	<a href="#">93124</a>
04/01/2018	late fees owed (10/2017)	120.00	269.36	<a href="#">93125</a>
04/01/2018	late fees owed (11/2017)	80.00	349.36	<a href="#">93126</a>
04/01/2018	late fees owed (12/2017)	50.00	399.36	<a href="#">93127</a>
04/01/2018	late fees owed (03/2018)	70.00	469.36	<a href="#">93128</a>
04/01/2018	NSF fee owed (10/2017)	50.00	519.36	<a href="#">93129</a>



JS 44 (Rev. 06/17)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

BRITTANY FOX and KEITH PERKINS for themselves and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Bexar County, TX  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
See Attached Sheet for Plaintiffs' Attorneys

## DEFENDANTS

FIRMUS MANAGEMENT AND CONSTRUCTION LLC

County of Residence of First Listed Defendant Arapahoe County, CO  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. §1332(d) (CAFA)

Brief description of cause:

Class Action by tenants charged late fees in violation of Tex. Prop. Code §92.019

## VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

5,000,000.00 +

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

06/28/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ R. Martin Weber, Jr.

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE



**ATTACHMENT**  
**I. (c) Attorneys for Plaintiffs**

BRITTON D. MONTES  
State Bar No. 14303900  
THE MONTES FIRM  
401 Congress Ave., Suite 1540  
Austin, Texas 78701-3851  
[bmontes@themontesfirm.com](mailto:bmontes@themontesfirm.com)  
(512) 474-6092 – Telephone  
(512) 692-2981 – Facsimile

R. MARTIN WEBER, JR.  
State Bar No. 00791895  
RICHARD E. NORMAN  
State Bar No. 00788128  
CROWLEY NORMAN LLP  
Three Riverway, Suite 1775  
Houston, Texas 77056  
[rnorman@crowleynorman.com](mailto:rnorman@crowleynorman.com)  
[mweber@crowleynorman.com](mailto:mweber@crowleynorman.com)  
(713) 651-1771 – Telephone  
(713) 651-1775 – Facsimile

JASON W. SNELL  
Bar No. 24013540  
THE SNELL LAW FIRM, PLLC  
1615 W. 6<sup>th</sup> Street, Suite A  
Austin, Texas 78703  
[firm@snellfirm.com](mailto:firm@snellfirm.com)  
(512) 477-5291 – Telephone  
(512) 477-5294 – Facsimile

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Firmus Management and Construction Facing Class Action Over Allegedly 'Unreasonable, Excessive' Late Rent Fees](#)

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