

CITY OF IRVING, TEXAS  
*Plaintiff,*

VS.

VILLAS OF IRVING, LTD.,  
*Defendant.*

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IN THE DISTRICT COURT  
  
DALLAS COUNTY, TEXAS  
  
134<sup>th</sup> JUDICIAL DISTRICT

**AGREED TEMPORARY INJUNCTION**

City of Irving, Plaintiff, and Villas of Irving, Ltd., Defendant, on this day submit this Agreed Temporary Injunction for entry by the Court. Upon consideration of the pleadings and the agreement by the parties evidenced by their signatures below, the Court finds good cause to enter this Agreed Temporary Injunction.

Further, the Court hereby finds the following:

The City of Irving (the "Plaintiff") is a home-rule municipal corporation situated in Dallas County, Texas, incorporated and operating under the laws of the State of Texas.

Villas of Irving, Ltd. ("Defendant") owns and controls an occupied apartment complex located at Lot 2, 3, 4, 5, 6, 7, 8, 9, and 10 and part of Lot 1, Block B of Garden Oaks No. 5, an addition to the City of Irving, Texas, according to the plat thereof recorded in Volume 29, Page 135, Map Records, Dallas County, Texas and is otherwise known as 310-370 Brown Drive, Irving, Texas (the "Property").

Venue is proper and this Court has jurisdiction pursuant to Section 54.013 of the Texas Local Government Code.

The following violations of the Irving City Code exist or have existed on the Property:

- a. Failure to maintain all glazing materials free from cracks and holes in violation of Section 8-26 (b)(1)(l) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;

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- b. Failure to maintain all exterior surfaces, including, but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences in good condition in violation of Section 8-26 (b)(1)(a) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- c. Failure to maintain food-contact surfaces smooth and easily cleanable; impermeable to liquid; unpainted; not resurfaced; free from areas which are inaccessible to cleaning and inspection; free from breaks, seams, cracks, chips, pits, or similar imperfection; and free from difficult-to-clean internal corners or crevices in violation of Section 8-26 (c) (1) (e) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- d. Failure to maintain all structures free from insect and rodent infestation in violation of Section 8-26 (c)(1)(e) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- e. Failure to maintain all interior surfaces, including windows and doors, in good, clean, and sanitary condition; failure to correct cracked or loose plaster, decayed wood, and other defective surface conditions in violation of Section 8-26 (c) (1) (b) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- f. Failure to keep receptacles enclosed so that live wiring terminals are not exposed to contact in violation of NEC Article 406.4 (f) as adopted by the City of Irving, Texas;
- g. Failure to provide and maintain all systems, devices, and equipment to detect a fire, smoke, or carbon monoxide, actuate an alarm, or suppress or control a fire or any combination thereof in operable condition at all times in accordance with the International Fire Code in violation of Section 8-26 (i) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- h. Failure to maintain a window latch on each exterior window of the dwelling and failure to provide a keyless bolting device and a door viewer on each exterior door of the dwelling in violation of the Texas Property Code Section 92.153 as adopted by Section 8-26 (b)(2) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- i. Failure to properly install and maintain all electrical equipment, wiring, and appliances in a safe manner, including, but not limited to: ground-fault circuit-interrupter protected receptacles shall be provided for the following locations: Bathrooms; Kitchens (where the receptacles are installed to serve the countertop surfaces); and Laundry (utility, and wet bar sinks where the receptacles are installed within six (6) feet of the outside edge of the sink) in violation of Section 8-26 (c)(4)(c) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- j. Failure to maintain grease extracting ventilation hoods which are readily removable and listed by a recognized testing laboratory in violation of Section 8-26(c)(1)(e)(4) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;

- k. Allowing another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter in violation of Section 8-24 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- l. Failure to properly install and maintain all electrical equipment, wiring, and appliances in a safe manner, including, but not limited to: the size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electrical Code and artificial light fixtures with protective shields capable of preventing broken glass from falling in areas where food may be exposed and where equipment or utensils may be stored in violation of Section 8-26 (c)(4) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- m. Failure to maintain all interior surfaces, including windows and doors, in good, clean, and sanitary condition; failure to repair or remove peeling, chipping, flaking, or abraded paint; failure to correct cracked or loose plaster, decayed wood, and other defective surface conditions in violation of Section 8-26 (c)(1)(b) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- n. Failure to maintain every stair, ramp, landing, or other walking surface in sound condition and good condition in violation of Section 8-26 (c)(1)(c) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- o. Failure to maintain internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, free from damaged or contaminated by foreign materials such as paint, plaster, cleaners, or abrasives, and corrosive residues; failure to repair damaged parts that might adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent; cut; deteriorated by corrosion, chemical action, or overheating; failure to remove foreign debris from equipment in violation of International Residential Code Section E3304.6., as adopted by the City of Irving, Texas.
- p. Failure to maintain all occupied areas and all plumbing equipment and facilities in a clean, sanitary condition at all time and to connect plumbing fixtures and heating equipment that the occupant supplies in compliance with applicable laws in violation of Section 8-26 (g)(2) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- q. Failure to maintain exterior lighting at appropriate points adjacent to all building entrances, including individual dwelling units, sufficient to illuminate areas where hazards may reasonably exist, and operable between a half hour after sunset and a half hour before sunrise; failure to repair all inoperable exterior lighting fixtures within a reasonable period of time after being notified that the fixture is not working in violation of Section 8-27 (f)(3) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- r. Failure to maintain all exterior doors, door assemblies, and hardware in good condition with locks at all entrances to dwelling units and sleeping units that tightly secure the door in violation of Section 8-26 (b)(1)(m) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;

- s. Failure to maintain intake and exhaust air ducts in such a manner as to prevent the entrance of dust, dirt, and any other contaminating material in violation of Section 8-26 (c)(3)(e) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- t. Failure in all habitable rooms to maintain cooling facilities capable of maintaining a room temperature of at least fifteen degrees cooler than the outside temperature and in no event higher than 85 degrees in violation of Section 8-26 (c)(3)(c) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- u. Failure to maintain parking lots, fire lanes, driveways, sidewalks, porches, patios, and other paved areas free from deterioration, holes, excavations, sharp protrusions, or any other object or condition which may cause injury to a person in violation of Section 8-26 (a)(1) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- v. Failure to remove trees and tree limbs that are reasonably capable of damaging a structure, or that are reasonably capable of causing injury to a person, or which are within fourteen (14) feet of a fire lane measured vertically from the surface of the fire lane to the lowest point of the tree limb or branch in violation of Section 8-26(a)(6) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- w. Failure to maintain every exterior stairway, deck, porch, and balcony, and all appurtenances attached thereto, structurally sound, in good condition, with proper anchorage and capable of supporting the imposed loads in violation of Section 8-26 (b)(1)(j) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- x. Failure to maintain the roof and flashing sound, tight and without defects that admit rain with roof drainage adequate to prevent dampness or deterioration in the walls or interior portion of the structure and roof drains, gutters, and downspouts maintained in good condition and free from obstructions in violation of Section 8-26 (b)(1)(g) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- y. Failure to maintain all exterior walls free from holes, breaks, and loose or rotting materials and to maintain all exterior walls and exposed surfaces of metal or wood to protect them from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment in violation of Section 8-26 (b)(1)(e & f) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- z. Failure to equip every window which opens directly to or from an outdoor space with a tightly fitting insect-proof screen of not less than sixteen (16) mesh per inch in violation of Section 8-26(b)(1)(l)(3) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- aa. Failure to ensure that every bedroom has at least one (1) window or opening facing directly to the outdoors which is capable of being opened far enough to permit egress by any adult in

violation of Section 8-26 (c) (5) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;

- bb. Failure to remove all graffiti from the property in violation of Section 57-4 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- cc. Failure to maintain the roof and flashing sound, tight, and without defects such that drainage is adequate to prevent dampness or deterioration and failure to maintain roof drains and gutters in sound condition in violation of Section 8-26 (b)(1)(g) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas
- dd. Failure to maintain fences, gates, and screening walls in good condition in violation of Section 8-26(a)(7) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- ee. Failure to remove outside storage in violation of Section 52-56 of the Land Development Code;
- ff. Failure to maintain sillcocks, hose bibs wall hydrants and other openings with a hose connection that shall be protected by an atmospheric-type or pressure-type vacuum breaker or a permanently attached hose connection vacuum breaker in violation of International Residential Code Section P2902.4.3 as adopted by the City of Irving, Texas;
- gg. Failure to maintain all structural members free from deterioration, and capable of safely supporting the imposed dead and live loads in violation of Section 8-26(b)(1) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- hh. Failure to maintain all vacant units, structures, and premises thereof or vacant land in a clean, safe, secure, and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety in violation of Section 8-26 (k)(1-5) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- ii. Failure to maintain all vacant or unoccupied structures or parts of structures completely secure from unauthorized entry in violation of Section 8-26 (k)(1-5) of the Code of Civil and Criminal Ordinances of the City of Irving, Texas;
- jj. Failure to install equipment and appliances as required by the terms of their approval, in accordance with the conditions of the listing, the manufacturer's installation instructions and this code in violation of the International Mechanical Code Section 304 as adopted by the City of Irving, Texas;
- kk. Failure to legibly identify all circuits and circuit modifications as to their clear, evident, and specific purpose or use in violation of the International Residential Code Section E3606.2 as adopted by the City of Irving, Texas; and

- ii. Failure to install signage preventing BBQ grills within 10 feet of a residence in violation of Section 308 of the 2006 International Fire Code as amended and adopted by Section 17-4 of the Land Development Code.

The Property has received a risk rating of 4 and thus on or before April 13, 2012, Defendant is required to install a heat detection system and attain a risk rating of 3 or better. This is required by Section 8-35 of the Code of Civil and Criminal Ordinances of the City of Irving.

These ordinances relate to:

- a. The preservation of public safety, relating to the material or methods used to construct a building or other structure or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing fixtures, entrances, or exits;
- b. the preservation of public health or to the fire safety of a building or other structure or improvement;
- c. dangerously damaged or deteriorated structures or improvements; or
- d. conditions caused by accumulation of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

Units 101, 103, 104, 106, 107, 114, 115, 116, 117, 118, 119, 122, 123, 125, 127, 132, 139, 140, 141, 144, 145, 147, 152, 153, 154, 155, 159, 220, 222, 225, 226, 227, 228, 232, 234, and 242 shall be referred to as the "Occupied Units"; units 102, 105, 111, 113, and 126 shall be referred to as "Group A Vacant Units"; units 121, 150, 156, 223, 224, and 241 shall be referred to as "Group B Vacant Units"; units 157, 230, 231, 237 110, 128, and 134 shall be referred to as "Group C Vacant Units"; units 133, 149, 160, 219, and 235 shall be referred to as "Group D Vacant Units"; units 129, 130, 135, 136, 142, 143, 229, 236, 238, 239, and 240 shall be referred to as "Group E Vacant Units"; and units 108, 109, 112, 120, 124, 131, 137, 138, 146, 148, 151, 158, 221, and 233 shall be referred to as "Group F Vacant Units."

**IT IS THEREFORE ORDERED AND AGREED** that pursuant to Sections 54.016 and 54.018 of the Texas Local Government Code, Defendants shall do the following:

1. Not rent the Group A, Group B, Group C, Group D, Group E, or Group F Vacant Units prior to the units being repaired pursuant to this Agreement and inspected by the City of Irving;
2. Provide the City of Irving a copy of the Property's rent roll upon request to verify compliance with #1;
3. Repair the Occupied Units to maintain cooling facilities capable of maintaining a room temperature of at least fifteen degrees cooler than the outside temperature and in no event higher than 85 degrees on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
4. Maintain all glazing materials free from cracks and holes on or before November 4, 2011;
5. Maintain all exterior surfaces, including, but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences in good condition on or before November 4, 2011;
6. Maintain all structures free from insect and rodent infestation and provide the City of Irving with proof of extermination on or before November 4, 2011;
7. Maintain all interior surfaces, including windows and doors, in good, clean, and sanitary condition; failure to correct cracked or loose plaster, decayed wood, and other defective surface conditions on or before November 4, 2011;
8. Provide and maintain all systems, devices, and equipment to detect a fire, smoke, or carbon monoxide, actuate an alarm, or suppress or control a fire or any combination thereof in operable condition on or before November 4, 2011;
9. Discontinue allowing another person to occupy premises which are not in a sanitary and safe condition on or before November 4, 2011;
10. Maintain every stair, ramp, landing, or other walking surface in sound condition and good condition on or before November 4, 2011;
11. Maintain exterior lighting at appropriate points adjacent to all building entrances, including individual dwelling units, sufficient to illuminate areas where hazards may reasonably exist, and operable between a half hour after sunset and a half hour before

- sunrise; failure to repair all inoperable exterior lighting fixtures within a reasonable period of time after being notified that the fixture is not working on or before November 4, 2011;
12. Maintain all exterior doors, door assemblies, and hardware in good condition with locks at all entrances to dwelling units and sleeping units that tightly secure the door on or before November 4, 2011;
  13. Maintain every exterior stairway, deck, porch, and balcony, and all appurtenances attached thereto, structurally sound, in good condition, with proper anchorage and capable of supporting the imposed loads on or before November 4, 2011;
  14. Maintain the roof and flashing sound, tight and without defects that admit rain with roof drainage adequate to prevent dampness or deterioration in the walls or interior portion of the structure and roof drains, gutters, and downspouts maintained in good condition and free from obstructions on or before November 4, 2011;
  15. Maintain all exterior walls free from holes, breaks, and loose or rotting materials and to maintain all exterior walls and exposed surfaces of metal or wood to protect them from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment on or before November 4, 2011;
  16. Remove all graffiti from the property on or before November 4, 2011 and thereafter maintain the Property free from graffiti;
  17. Maintain the roof and flashing sound, tight, and without defects such that drainage is adequate to prevent dampness or deterioration and failure to maintain roof drains and gutters in sound condition on or before November 4, 2011;
  18. Maintain fences, gates, and screening walls in good condition on or before November 4, 2011;
  19. Remove all outside storage on or before November 4, 2011 and maintain the Property free from outside storage;
  20. Maintain sillcocks, hose bibs wall hydrants and other openings with a hose connection that shall be protected by an atmospheric-type or pressure-type vacuum breaker or a permanently attached hose connection vacuum breaker on or before November 4, 2011;
  21. Maintain all structural members free from deterioration, and capable of safely supporting the imposed dead and live loads on or before November 4, 2011;
  22. Maintain all vacant units, structures, and premises thereof or vacant land in a clean, safe, secure, and sanitary condition as provided herein so as not to cause a blighting



- problem or adversely affect the public health or safety; and all vacant or unoccupied structures or parts of structures completely secure from unauthorized entry on or before November 4, 2011;
23. Install signage preventing BBQ grills within 10 feet of a residence on or before November 4, 2011;
  24. Maintain food-contact surfaces smooth and easily cleanable; impermeable to liquid; unpainted; not resurfaced; free from areas which are inaccessible to cleaning and inspection; free from breaks, seams, cracks, chips, pits, or similar imperfection; and free from difficult-to-clean internal corners or crevices in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
  25. Maintain receptacles enclosed so that live wiring terminals are not exposed to contact in the Occupied Units and on the exterior on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
  26. Maintain a window latch on each exterior window of the dwelling and provide a keyless bolting device and a door viewer on each exterior door of the dwelling in the Occupied Units in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
  27. Properly install and maintain all electrical equipment, wiring, and appliances in a safe manner, including, but not limited to: ground-fault circuit-interrupter protected receptacles shall be provided for the following locations: Bathrooms; Kitchens (where the receptacles are installed to serve the countertop surfaces); and Laundry (utility, and wet bar sinks where the receptacles are installed within six (6) feet of the outside edge of the sink) in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
  28. Maintain grease extracting ventilation hoods which are readily removable and listed by a recognized testing laboratory in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant

Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;

29. Properly install and maintain all electrical equipment, wiring, and appliances in a safe manner, including, but not limited to: the size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National Electrical Code and artificial light fixtures with protective shields capable of preventing broken glass from falling in areas where food may be exposed and where equipment or utensils may be stored in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
30. Maintain all interior surfaces, including windows and doors, in good, clean, and sanitary condition; failure to repair or remove peeling, chipping, flaking, or abraded paint; failure to correct cracked or loose plaster, decayed wood, and other defective surface conditions in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
31. Maintain internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, free from damaged or contaminated by foreign materials such as paint, plaster, cleaners, or abrasives, and corrosive residues; failure to repair damaged parts that might adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent; cut; deteriorated by corrosion, chemical action, or overheating; failure to remove foreign debris from equipment in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
32. Maintain all occupied areas and all plumbing equipment and facilities in a clean, sanitary condition at all time and to connect plumbing fixtures and heating equipment that the occupant supplies in compliance with applicable laws in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;

33. Maintain intake and exhaust air ducts in such a manner as to prevent the entrance of dust, dirt, and any other contaminating material in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
34. Maintain parking lots, fire lanes, driveways, sidewalks, porches, patios, and other paved areas free from deterioration, holes, excavations, sharp protrusions, or any other object or condition which may cause injury to a person on or before December 30, 2011;
35. Remove trees and tree limbs that are reasonably capable of damaging a structure, or that are reasonably capable of causing injury to a person, or which are within fourteen (14) feet of a fire lane measured vertically from the surface of the fire lane to the lowest point of the tree limb or branch on or before December 30, 2011;
36. Equip every window which opens directly to or from an outdoor space with a tightly fitting insect-proof screen of not less than sixteen (16) mesh per inch in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
37. Ensure that every bedroom has at least one (1) window or opening facing directly to the outdoors which is capable of being opened far enough to permit egress by any adult in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
38. Install equipment and appliances as required by the terms of their approval, in accordance with the conditions of the listing, the manufacturer's installation instructions and this code in the Occupied Units on or before November 4, 2011 and in Group A Vacant Units on or before November 18, 2011; Group B Vacant Units on or before December 2, 2011; Group C Vacant Units on or before December 16, 2011; Group D Vacant Units on or before December 30, 2011; Group E Vacant Units on or before January 13, 2012; and Group F Vacant Units on or before January 27, 2012;
39. Legibly identify all circuits and circuit modifications as to their clear, evident, and specific purpose or use on or before November 4, 2011;

40. Install a heat detection system in all units on or before April 13, 2012; and
41. Attain a risk rating of 3 or better on or before April 13, 2012.

**IT IS FURTHER ORDERED AND AGREED** that Defendant shall ensure that all necessary permits are obtained prior to remedying the violations above, that the work is performed in a good and workmanlike manner, and that the repairs are conducted and the Property is maintained in accordance with the ordinances of the City of Irving and all applicable codes and statutes.

**IT IS FURTHER ORDERED AND AGREED** that Defendant shall make the Property, including the interior of the Property, including vacant or occupied units, available for inspection to determine compliance with this Injunction at 9 a.m. on November 7, 2011; November 21, 2011; December 5, 2011; December 19, 2011; January 3, 2012; January 16, 2012; January 30, 2012; and April 16, 2012 unless otherwise agreed in writing by the parties hereto.

**IT IS FURTHER ORDERED AND AGREED** that the City of Irving, through its agents, may enter the Property and inspect the exterior of the Property at any time with or without notice to Defendant.

**IT IS FURTHER ORDERED AND AGREED** that Defendant shall provide notice of this Injunction to any subsequent holder, successor in interest, purchaser, or owner, and inform such subsequent holder, successor in interest, purchaser, or owner that he or she shall be bound by the terms and conditions contained within this Injunction.

**IT IS AGREED** that Defendant understands that this Injunction in no way relieves it of its obligation to pay the civil penalties to which it agreed in its November 19, 2010 settlement with the City nor any liens on the Property or municipal court citations.

**IT IS FURTHER ORDERED AND AGREED** that the parties waive any further findings of fact with regard to the issuance of this Order and Injunction, and agree that this Temporary Injunction is sufficiently clear to comply with the requirements of Texas Rule of Civil Procedure 683.

The parties agree that service of this Injunction is waived.

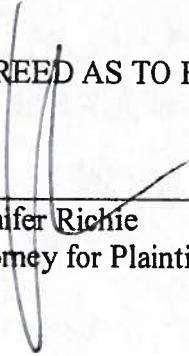
No bond is required to be posted by Plaintiff City of Irving.

The permanent injunction hearing and full trial on the merits is set for \_\_\_\_\_  
May 16, 2012 at 9:00 (a.m.) p.m. in the 134th Judicial District Court of Dallas  
County, Texas.

Signed this 11 day of October, 2011.

  
\_\_\_\_\_  
PRESIDING JUDGE

AGREED AS TO FORM AND SUBSTANCE:

  
\_\_\_\_\_  
Jennifer Richie  
Attorney for Plaintiff, City of Irving

\_\_\_\_\_  
Kristina Weber Silcocks  
Attorney for Villas of Irving, Ltd.

**IT IS FURTHER ORDERED AND AGREED** that the parties waive any further findings of fact with regard to the issuance of this Order and Injunction, and agree that this Temporary Injunction is sufficiently clear to comply with the requirements of Texas Rule of Civil Procedure 683.

The parties agree that service of this Injunction is waived.

No bond is required to be posted by Plaintiff City of Irving.

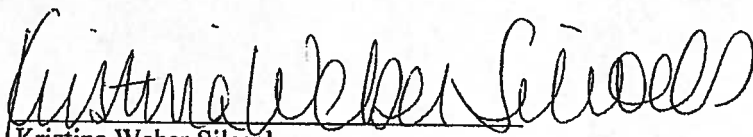
The permanent injunction hearing and full trial on the merits is set for \_\_\_\_\_, 2012 at \_\_\_\_\_ a.m./p.m. in the 134th Judicial District Court of Dallas County, Texas.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
PRESIDING JUDGE

AGREED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
Jennifer Richie  
Attorney for Plaintiff, City of Irving

  
\_\_\_\_\_  
Kristina Weber Silcocks  
Attorney for Villas of Irving, Ltd.