

Cause No. 11-11207

CITY OF IRVING, TEXAS
Plaintiff,

VS.

VILLAS OF IRVING, LTD.,
Defendant.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

134th JUDICIAL DISTRICT

FILED
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CLERK OF DISTRICT COURT
DALLAS CO TEXAS
DEPUTY

**PLAINTIFF CITY OF IRVING'S FIFTH MOTION FOR CONTEMPT AS TO
DEFENDANT VILLAS OF IRVING, LTD., DALLAS M&R, INC., AND DON
ROBINSON AND MOTION FOR COSTS**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, City of Irving, Plaintiff, in the above-styled and numbered cause, and files this Fifth Motion for Contempt as to Defendant Villas of Irving, Ltd. ("Defendant"), Dallas M&R, Inc., and Don Robinson and Motion for Costs and in support thereof would show the Court the following:

I. FACTS

1. On October 11, 2011, the 134th Judicial District Court entered an Agreed Temporary Injunction ("Injunction") in this matter. A copy of the Injunction is attached hereto as Exhibit A and is incorporated by reference. In the Injunction, the Court ordered Defendant to remedy the violations at and make repairs to the property 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").
2. According to the Injunction, Defendant was required to:
 - a. Make repairs to the exterior of the Property on or before November 4, 2011;

- b. Repair all Occupied Units¹ on or before November 4, 2011;
- c. Repair Group A Vacant Units² on or before November 18, 2011;
- d. Repair Group B Vacant Units³ on or before December 2, 2011;
- e. Repair Group C Vacant Units⁴ on or before December 16, 2011;
- f. Repair Group D Vacant Units⁵ on or before December 30, 2011;
- g. Repair Group E Vacant Units⁶ on or before January 13, 2012;
- h. Repair Group F Vacant Units⁷ on or before January 27, 2012;
- i. Repair the parking lot and all paved areas and remove tree limbs on or before December 30, 2011.⁸

Defendant failed to comply with these requirements of the Injunction.

3. The inspection on January 30, 2012⁹ revealed that the following violations had not been remedied and the following provisions of the Injunction had not been met:

¹ According to the Agreed Temporary Injunction, the terms "Occupied Units," "Group A Vacant Units," "Group B Vacant Units," "Group C Vacant Units," "Group D Vacant Units," "Group E Vacant Units," and "Group F Vacant Units" are defined. Occupied Units consist of units 101, 103, 104, 106, 107, 110, 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. See Injunction, p. 6, attached as Ex. A.

² See Footnote 1. According to the Agreed Temporary Injunction, Group A Vacant Units consist of units 102, 105, 111, 113, and 126.

³ See Footnote 1. According to the Agreed Temporary Injunction, Group B Vacant Units consist of units 121, 150, 156, 223, 224, and 241.

⁴ See Footnote 1. According to the Agreed Temporary Injunction, Group C Vacant Units consist of units 157, 230, 231, 237, 110, 128, and 134.

⁵ See Footnote 1. According to the Agreed Temporary Injunction, Group D Vacant Units consist of units 133, 149, 160, 219, and 235.

⁶ See Footnote 1. According to the Agreed Temporary Injunction, Group E Vacant Units consist of units 129, 130, 135, 136, 142, 143, 229, 236, 238, 239, and 240.

⁷ See Footnote 1. According to the Agreed Temporary Injunction, Group F Vacant Units consist of units 108, 109, 112, 120, 124, 131, 137, 138, 146, 148, 151, 158, 221, and 233.

⁸ See Ex. A., pp. 7-11.

⁹ The City filed its *First Motion for Contempt as to Defendant Villas of Irving, Ltd., Dallas M&R, Inc., and Don Robinson and Motion for Costs* ("First Motion for Contempt") after inspections on November 7, 2011 and November 21, 2011 revealed violations of the Agreed Temporary Injunction. The First Motion for Contempt was resolved with a Rule 11 Agreement filed on January 6, 2012. The City filed its *Second Motion for Contempt as to Defendant Villas of Irving, Ltd., Dallas M&R, Inc., and Don Robinson and Motion for Costs* ("Second Motion for Contempt") after the inspection on December 5, 2011. The City filed its *Third Motion for Contempt as to Defendant Villas of Irving, Ltd., Dallas M&R, Inc., and Don Robinson and Motion for Costs* ("Second Motion for Contempt") after the inspection on December 19, 2011 and January 3, 2012. The City filed its *Fourth Motion for Contempt as to*

- a. 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; Group A Vacant Units on or before November 18, 2011; and 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;¹⁰
- b. Maintain all glazing materials free from cracks and holes on or before November 4, 2011;
- c. 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;
- d. 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;
- e. 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;
- f. 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;
- g. Maintain every stair, ramp, landing, or other walking surface in sound condition and good condition on or before November 4, 2011;
- h. 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;
- i. 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;

Defendant Villas of Irving, Ltd., Dallas M&R, Inc., and Don Robinson and Motion for Costs ("Fourth Motion for Contempt"). The show cause hearings on the Second, Third, and Fourth Motions for Contempt are set for March 2, 2012.

¹⁰ The Injunction required repairs to the all units at the complex in staggered dates some of which have not passed. See Injunction, pp. 6-11, attached as Ex. A to the Fourth Motion for Contempt.

- j. 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;
- k. 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;
- l. 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;
- m. Remove all graffiti from the property on or before November 4, 2011 and thereafter maintain the Property free from graffiti;
- n. 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;
- o. Maintain fences, gates, and screening walls in good condition on or before November 4, 2011;
- p. Maintain all structural members free from deterioration, and capable of safely supporting the imposed dead and live loads on or before November 4, 2011;
- q. 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;
- r. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- s. 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; Group A Vacant Units on or before November 18, 2011; and 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;

- t. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- u. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- v. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- w. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- x. 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; Group A Vacant Units on or before November 18, 2011; and 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;

- y. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- z. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- aa. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- bb. 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; Group A Vacant Units on or before November 18, 2011; and 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;
- cc. 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; Group A Vacant Units on or before November 18, 2011; and 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;

- dd. 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; Group A Vacant Units on or before November 18, 2011; and 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;
 - ee. 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;
 - ff. 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; and
 - gg. Legibly identify all circuits and circuit modifications as to their clear, evident, and specific purpose or use on or before November 4, 2011.
4. Defendant was fully aware of the terms of the Injunction because it agreed to the Injunction's terms and waived service of it. Moreover, the City sent Defendant a copy of the Injunction on October 10, 2011 and October 24, 2011.¹¹
5. Don Robinson is the president and secretary of Dallas M & R, Inc., the general partner of Defendant, and the registered agent of Defendant. Mr. Robinson was present for a portion of the inspection of December 5, 2011 at which he exercised control over the Property.
6. Moreover, the City hand-delivered copies of the inspection reports for each inspection pursuant to the Injunction to the management office within days of the inspection.
7. The City also has sent, within days of the inspection, Defendant through its counsel copies of the inspection reports for each inspection pursuant to this Injunction and copies of the photographs taken.

¹¹ See Letter dated October 10, 2011 from J. Richie to Court, attached as Ex. B, and letter dated October 24, 2011 from B. Maddux to K. Silcocks, attached as Ex. C.

II . REQUEST FOR RELIEF

8. Defendant's, Dallas M & R, Inc.'s, and Don Robinson's knowing failure to comply with the Injunction constitutes contempt. Pursuant to Texas Local Government Code §54.019, Texas Rule of Civil Procedure 692, and Texas Government Code §§21.001 and 21.002, Plaintiff requests that this Court hold Defendant Villas of Irving, Ltd., Dallas M & R., Inc., and/or Don Robinson in criminal contempt and assess a fine of \$500 per violation and/or civil contempt of court and assess a coercive fine of not more than \$500 per day until Defendant complies with the Injunction or confine Defendant and/or Don Robinson in the county jail until Defendant complies with the Injunction or both such fine and confinement in jail to coerce Defendant to comply with the Injunction.

9. Defendant's, Dallas M & R, Inc.'s, and Don Robinson's refusal to comply with the terms of this Injunction has required the City to expend unnecessary resources to confer with Defendant and Defendant's attorney, draft this motion, and serve Defendant, Dallas M & R, Inc., and Don Robinson with this motion for contempt and a show cause order. Thus, the City requests that the Court order Defendant to pay its costs, estimated at this time to be approximately \$750.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that this Court:

- a. Issue show cause orders directing Defendant Villas of Irving, Ltd., Dallas M & R, Inc., and Don Robinson to appear at the earliest possible time and show cause why they should not be adjudged of contempt;
- b. Hold Defendant Villas of Irving, Ltd., Dallas M & R, Inc., and Don Robinson in contempt of court for the violations listed in Paragraphs 2 and 3 of this motion and assess fair and reasonable relief for these violations;

- c. Order Defendant, Dallas M & R, Inc., and Don Robinson to pay the City's costs as provided herein; and
- d. Grant such other and further relief, general or special, in law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

CITY ATTORNEY'S OFFICE
CITY OF IRVING, TEXAS

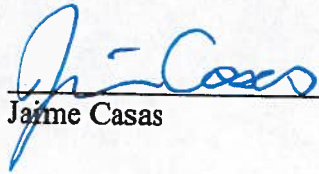
By: _____

Jennifer Richie
Senior Assistant City Attorney
State Bar of Texas No. 24007916
City of Irving, Texas
825 West Irving Boulevard
Irving, Texas 75060
Tel.: 972-721-2541
Fax: 972-721-2750

VERIFICATION

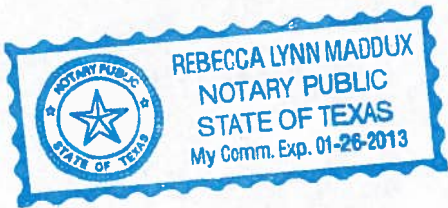
STATE OF TEXAS §
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COUNTY OF DALLAS §

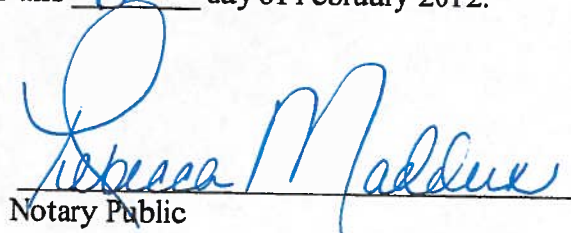
I, Jaime Casas, a Code Inspector with the City of Irving, after being duly sworn, hereby certify that I am qualified and authorized to make this affidavit, and that I have read the factual allegations paragraphs 1 – 6 contained in this motion and said factual allegations are based upon documents I reviewed or are within my personal knowledge and are true and correct.



Jaime Casas

Subscribed and sworn to before me this 15th day of February 2012.





Notary Public

CERTIFICATE OF CONFERENCE

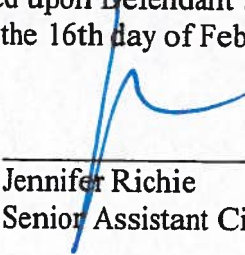
On January 31, 2012, I sent Defendant's counsel a copy of the January 30, 2012 inspection report. Defendant's counsel was present at the January 30, 2012 inspection. On February 15, 2012, I conferred with Mr. Nichols who is opposed to this motion.



Jennifer Richie
Senior Assistant City Attorney

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document and the City's proposed show cause orders have been served upon Defendant's attorneys Darrell Cook and Ray Nichols via certified mail and e-mail on this the 16th day of February 2012.



Jennifer Richie
Senior Assistant City Attorney

Cause No. 11-11207

CITY OF IRVING, TEXAS
Plaintiff,

VS.

VILLAS OF IRVING, LTD.,
Defendant.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

134th 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;



- 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 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.

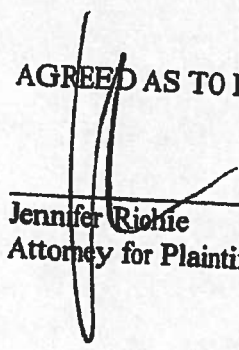
No bond is required to be posted by Plaintiff City of Irving.

The permanent injunction hearing and full trial on the merits is set for _____, 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.

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.

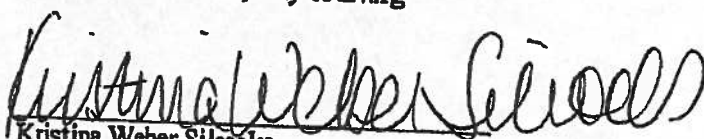
The permanent injunction hearing and full trial on the merits is set for _____, 2012 at _____ a.m./p.m. in the 134th Judicial District Court of Dallas County, Texas.

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.



October 10, 2011

Via Hand Delivery

Ms. Cassandra Walker, Chief Clerk
134th District Court
George L. Allen, Sr. Courts Building
600 Commerce Street, Suite 650
Dallas, Texas 75202

Re: *City of Irving v. Villas of Irving, Ltd.*; Cause No. 11-11207; Property located at 310-370 Brown Drive, Irving, Dallas County, Texas ("the Property")

Dear Ms. Walker:

Today, set for hearing was the City's request for temporary injunction. As I announced this morning when I cancelled the hearing, the parties have entered into an *Agreed Temporary Injunction*.

Attached please find an original and three copies of the *Agreed Temporary Injunction*. Please submit these to the judge for entry. Also, the date for the permanent injunction hearing and trial of this matter needs to be entered on page 13.

Please return the copies to me after entry of the order; I have provided an addressed envelope. Thank you for your attention to this matter. Please contact me at (972) 721-2541 should you have any questions.

Sincerely,

Jennifer Richie
Senior Assistant City Attorney

cc:

Via Facsimile (512) 542-7311

Ms. Kristina Weber Silcocks
GARDERE WYNNE
One American Center, Suite 3000
600 Congress Avenue
Austin, Texas 78701-2978



Transmission Report

Date/Time
Local ID 1

10-10-2011
9727212750

08:50:00 a.m.

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City of Irving County Attorney

This document : Confirmed
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CITY ATTORNEY'S OFFICE FAX

Date: October 10, 2011 Time: 08:41 a.m.
 To: Kristina Weber Silcocks
 Fax Number: 512.542.7311
 From: Jennifer Riche, Senior Assistant City Attorney
 Re: City of Irvine, Texas v. Villas of Irvine, Ltd.; Cause No. 11-11207; Property Located at
 310-370 Brown Drive, Irvine, Dallas County, Texas

Total number of pages, including cover sheet: 15

SPECIAL INSTRUCTIONS:

If you have any questions, please feel free to contact us at (972) 721-2841.

THIS COMMUNICATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by telephone (collect), and return the original message to us at the above address via the U.S. Postal Service. Thank you.

We are transmitting from fax number (972) 721-2750.

If you encounter problems receiving this transmission, please contact Belinda Rowlett at (972) 721-2541.

Total Pages Scanned : 16

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001	798	Gardere Wynne Sewell	08:38:18 a.m. 10-10-2011	00:10:56	16/16	1	G3	HS	CP14400

Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
RP: Report
FF: Fax Forward

CP: Completed
FA: Fail
TU: Terminated by user

TS: Terminated by system
G3: Group 3
EC: Error Correct



October 24, 2011

Via Facsimile (512) 542-7311
Ms. Kristina Weber Silcocks
GARDERE WYNNE
One American Center, Suite 3000
600 Congress Avenue
Austin, Texas 78701-2978

Re: *City of Irving v. Villas of Irving, Ltd.*, Cause No. 11-11207; Property located at 310-370 Brown Drive, Irving, Dallas County Texas ("the Property")

Dear Kristina:

Enclosed please find the Agreed Temporary Injunction signed by the Judge on October 11, 2011. Please note that the hearing on the Permanent Injunction has been set for May 16, 2012 at 9:00 a.m..

Please feel free to call me at (972) 721-2541 if you wish to discuss this.

Sincerely,

Becca Maddux

Becca Maddux
Paralegal to Jennifer Richie

Enclosure



Transmission Report

Date/Time
Local ID 1

10-24-2011
9727212750

04:39:06 p.m.

Transmit Header Text
Local Name 1

City of Irving County Attorney

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"



IRVING
T E X A S

CITY ATTORNEY'S OFFICE

FAX.

Date: October 24, 2011
To: Kristin Weber Sillocks
Fax Number: 512 542 7311
From: Becca Maddux Parallel to Jennifer Richie
Re: City of Irving, Texas v. Villa of Irving, Ltd.; Cause No. 13-11207; Property Located at
310-570 Brown Drive, Irving, Dallas County, Texas

Total number of pages, including cover sheet: 16

SPECIAL INSTRUCTIONS:

If you have any questions, please feel free to contact us at (972) 721-2541.

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We are transmitting from fax number (972) 721-2750.

If you encounter problems receiving this transmission, please contact Becca Maddux at (972) 721-2541.

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Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
RP: Report
FF: Fax Forward

CP: Completed
FA: Fail
TU: Terminated by user

TS: Terminated by system
G3: Group 3
EC: Error Correct