

Cause No. 33-33333333

<b>CITY OF TOWNVILLE, TEXAS</b>	§	<b>IN THE DISTRICT COURT</b>
<i>Plaintiff,</i>	§	
	§	
<b>VS.</b>	§	<b>TOWN COUNTY, TEXAS</b>
	§	
<b>LUXURY APARTMENTS, LTD.,</b>	§	
<i>Defendant.</i>	§	<b>134<sup>th</sup> JUDICIAL DISTRICT</b>

**JUDGMENT OF CONTEMPT OF COURT AGAINST LIZZIE LANDLORD ON CITY OF TOWNVILLES' FIRST MOTION FOR CONTEMPT OF COURT**

On this day appeared the City of Townville, Plaintiff, for hearing on its First Motion for Contempt of Court. Defendant Luxury Apartments, Ltd. (“Defendant”) appeared through its counsel.

The Court received evidence and heard the arguments of the parties. The Court makes the following findings:

1. The Court has personal and subject matter jurisdiction. Lizzie Landlord was properly notified of this hearing. Lizzie Landlord was served with City of Townville’s First Motion for Contempt of Court and served with a show cause order requiring its attendance for the hearing on the motion. Said motion sufficiently advised Lizzie Landlord of the allegations of contempt made against it and said motion was served sufficiently in advance of the hearing.

2. On October 11, 2011, the 134<sup>th</sup> 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.

3. 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 Townville, Texas, according to the plat thereof

recorded in Volume 29, Page 135, Map Records, Town County, Texas and is otherwise known as 310-370 Smith Drive, Townville, Texas (the "Property").

4. 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 Units on or before November 4, 2011;
  - c. Repair Group A Vacant Units on or before November 18, 2011;
  - d. 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 the Injunction and inspected by the City of Townville; and
  - e. Provide the City of Townville a copy of the Property's rent roll upon request to verify compliance with the Injunction.

Defendant failed to comply with these requirements of the Injunction.

5. Pursuant to the Agreed Temporary Injunction, the City inspected the property on November 7, 2011 and November 21, 2011 and found numerous violations of the agreed injunction. The inspections revealed that the following violations had not been remedied and the following provisions of the Injunction had not been met:

- a. 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 Townville;
- b. 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;
- c. Maintain all glazing materials free from cracks and holes on or before November 4, 2011;
- d. 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;

- e. Maintain all structures free from insect and rodent infestation and provide the City of Townville with proof of extermination on or before November 4, 2011;
- f. 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;
- g. 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;
- h. Maintain every stair, ramp, landing, or other walking surface in sound condition and good condition on or before November 4, 2011;
- i. 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;
- j. 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;
- k. 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;
- l. 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;
- m. 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;
- n. Remove all graffiti from the property on or before November 4, 2011 and thereafter maintain the Property free from graffiti;
- o. 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;

- p. Maintain fences, gates, and screening walls in good condition on or before November 4, 2011;
- q. Remove all outside storage on or before November 4, 2011 and maintain the Property free from outside storage;
- r. 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;
- s. Maintain all structural members free from deterioration, and capable of safely supporting the imposed dead and live loads on or before November 4, 2011;
- t. 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;
- u. Install signage preventing BBQ grills within 10 feet of a residence on or before November 4, 2011;
- v. 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;
- w. 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;
- x. 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;
- y. 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;
- z. 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;
  - aa. 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;
  - bb. 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;
  - cc. 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;
  - dd. 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;
  - ee. 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;
  - ff. 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;

gg. 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;

hh. 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; and

ii. Legibly identify all circuits and circuit modifications as to their clear, evident, and specific purpose or use on or before November 4, 2011.

6. 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.

7. Lizzie Landlord is the president and secretary of Town M & R, Inc., the general partner of Defendant and the registered agent of Defendant. Moreover, Ms. Landlord was present at the November 21, 2011 at which she had a copy of the Injunction in her possession and exercised control over the Property.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Lizzie Landlord knowingly violated the Injunction rendered in this matter, and that Lizzie Landlord is hereby held in contempt of this Court. Pursuant to Section 54.019 of the Texas Local Government Code, Rule 692 of the Texas Rules of Civil Procedure, and Sections 21.001(a) and 21.002 of the Texas Government Code, the Court hereby sets contempt and orders that Lizzie Landlord pay a criminal contempt fine of \$\_\_\_\_\_, a coercive fine of \$\_\_\_\_\_ every day to the Court until it complies with the Injunction and confines a Lizzie Landlord in the Town County Jail for a period of \_\_\_\_\_ days beginning immediately and lasting until Defendant complies with the Injunction. A copy of the Injunction has been attached to this

motion and is incorporated herein. Lizzie Landlord may purge himself of contempt by causing Defendant to comply with the attached Injunction.

Further, Defendant's refusal to comply with the terms of the Injunction has required the City to expend unnecessary resources to consult with Defendant's counsel, draft the motion, and serve Defendant with the motion for contempt and show cause order. THEREFORE, IT IS FURTHER ORDERED that Lizzie Landlord shall pay the City its costs in the amount of \$\_\_\_\_\_.

Signed this \_\_\_\_\_ day of January 2012.

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