

**City Parc at Fry Street  
RENEWAL AND AMENDMENT OF LEASE AGREEMENT**

**BASIC TERMS:**

**Date of this Renewal and Amendment of Lease Agreement ("Amendment"):** 11/17/2023

**Resident:** Samuel Joseph Feeney ("you" or "your")

**Landlord (Owner):** ACC OP (Cityparc) LP ("us", "we" or "our")

**Capitalized Terms:** All capitalized terms used herein shall, unless otherwise defined herein, have the meanings ascribed to them in the Lease Agreement.

**Premises:** A Private ("Bedroom") accommodation in a 4 Bedroom, 4 bathroom Apartment ("Apartment"), within an Apartment building ("Building") within the Apartment Community.

**Unit Type:** 4 Bed - 4 Bath

**AGREEMENT:**

Landlord, Resident and Guarantor are parties to the Lease Agreement for the Premises described above (the "Lease Agreement"). Landlord, Resident and Guarantor hereby modify and amend the Lease Agreement as follows:

- EXTENSION OF LEASE TERM.** The Lease Term is extended so that the Lease Term will additionally include the period commencing on 8/1/2024, and ending on 7/31/2025. The period of time added to the Lease Term, as set forth in the preceding sentence, is referred to herein as the "Renewal Term". Notwithstanding this extension of the Lease Term, Resident acknowledges that Resident does not have any right to further extend the Lease Term.
- BASE RENT, ADDITIONAL RENT, FEES AND CHARGES DURING RENEWAL TERM.** Base Rent, Additional Rent, plus the additional fees, charges and/or modifications by addenda for the Renewal Term is \$10,548.00 is payable in 12 installments, without offset or deduction, and you agree to pay such Rent as follows:

<b>Base Rent and Additional Rent: Base Rent and Additional Rent are due and payable as outlined per the Installment Schedule</b>	
4 Bed - 4 Bath	\$10,548.00 (total Rent for Lease Term is due and payable as outlined per Installment Schedule)

<b>INSTALLMENT AMOUNT:</b>	<b>DUE DATE:</b>	<b>INSTALLMENT AMOUNT:</b>	<b>DUE DATE:</b>
\$879.00	8/1/2024	\$879.00	2/1/2025
\$879.00	9/1/2024	\$879.00	3/1/2025
\$879.00	10/1/2024	\$879.00	4/1/2025
\$879.00	11/1/2024	\$879.00	5/1/2025
\$879.00	12/1/2024	\$879.00	6/1/2025
\$879.00	1/1/2025	\$879.00	7/1/2025

- LEASE AGREEMENT AMENDED.** Landlord, Resident and Guarantor hereby agree that the Lease Agreement is modified and amended as set forth in this Amendment. As modified and amended by this Amendment, the Lease Agreement shall continue in full force and effect. This Amendment may be executed in one or more counterparts. Any term of the original Lease Agreement or Addenda not specifically modified by this Renewal and Amendment of Lease Agreement shall remain in force.
- You are responsible for and will take good care of the Premises and the furniture with the Premises, Common and Shared Areas during your Lease Term and your Renewal Lease Term. If you are in a partially occupied Apartment and a new Resident takes occupancy, you must clean all Common and Shared Areas. If Landlord cleans or makes Common and Shared Areas ready for occupancy and you or any other Residents or guests cause this area to become unrepresentable, dirty, or damaged, Landlord will charge, and you agree to pay, all charges associated with making the Apartment ready for occupancy.
- TRANSFER OF APARTMENTS.** If you have requested to transfer from your current Apartment ("**Original Apartment**") to a New Apartment and Landlord approves such transfer, you agree to remit the Transfer Fee required under the Lease Agreement prior to taking occupancy of the New Apartment. Effective on the Transfer Date (i) you shall surrender possession and turn in all keys and access devices for the Original Apartment, and any items left in the Original Apartment after the Transfer Date shall be considered abandoned and Manager may dispose of these items, pursuant to state law (ii) all references to the Premises, Bedroom, Unit No. and Apartment in the Lease Agreement and Unit Assignment Addendum shall be deemed to refer to the New Apartment.

You are liable for all money owed on the Original Apartment and any damages to the Original Apartment beyond normal wear and tear, as determined solely by Manager, incurred on or before the Transfer Date.

If you transfer during the Lease Term or at the start of a new Lease Term, you acknowledge that there may be a window of time when the Premises is being made ready and you agree to remain in the Original Apartment during this time until Landlord provides notice that the New Apartment is ready and assigns the Transfer Date. You agree to be available to fully vacate the Original Apartment and move into the New Apartment, and remove all items from the Original Apartment within two (2) hours' notice that the New Apartment is ready for occupancy.

**ACKNOWLEDGMENT.** RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS AMENDMENT AND THAT THEY ACKNOWLEDGE THAT THIS AMENDMENT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR SO LONG AS SIGNED BY EITHER RESIDENT OR GUARANTOR. IN ADDITION, GUARANTOR ACKNOWLEDGES AND AGREES THAT THE GUARANTY AGREEMENT ATTACHED TO THE LEASE AGREEMENT AS AN EXHIBIT IS IN FULL FORCE AND EFFECT AND GUARANTEES THE LEASE AGREEMENT AS MODIFIED AND AMENDED BY THIS AMENDMENT, AND GUARANTOR AND RESIDENT AGREE TO BE BOUND THEREBY. **IT IS THE INTENTION OF ALL PARTIES TO THIS RENEWAL AND AMENDMENT OF LEASE AGREEMENT THAT THE PROVISIONS OF THIS RENEWAL AND AMENDMENT OF LEASE AGREEMENT, ITS TERMS, AND ADDENDUMS, SHALL BE ENFORCED SUBJECT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.**

**Resident:**

Samuel Joseph Feeney

DocuSigned by:

*Samuel Feeney*

Signature ID: 700005735024E2...

**Guarantor:**

Mark Robert Feeney

Signature

**Landlord:**

ACC OP (Cityparc) LP

By: ACC OP Management LP

Signature

**LEASE AGREEMENT AMENDED:**

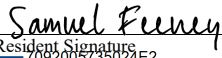
*Lease Agreement is hereby changed and the following is hereby substituted in lieu thereof:*

**PREMISES.**

- vii. The use of surveillance cameras (Ring Doorbell Cams, Blink Cams, or any other type of similar equipment) shall not be permitted to be installed either inside the Apartment or outside of the Apartment without prior permission from Landlord. If these devices are discovered, Landlord may request that Resident remove the equipment immediately and Resident will be responsible for restoring the Apartment to the same condition prior to the installation of the same. If Resident does not comply with removal of the equipment, Landlord may treat this noncompliance as a default under this Lease Agreement and may proceed accordingly.

**LEASE TERM.**

This Lease Agreement shall automatically terminate on the Ending Date and shall not become a month-to-month Lease Agreement, or any other type of Lease Agreement after the Ending Date and no further notice is required (thirty (30) day or otherwise) by the Landlord or the Resident regarding the termination of this Lease Agreement beyond this Lease Agreement itself with the given Ending Date. Resident who remains in the Apartment after the Ending Date is holding over, shall be considered a Resident at will, and subject to immediate eviction as permitted by law. If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you will owe us holdover Rent in the amount of \$200.00 per day for the extra time that you stay in the Premises (such sum is payable daily in advance), plus all of our damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover. However, notwithstanding anything herein to the contrary, the payment of such Rent due to holdover does not constitute the Landlord's consent to such holdover nor any consent to the creation of any such holdover tenancy of any kind, and the said Rent paid in connection with any holdover past the Ending Date shall not be construed as Rent creating any holdover tenancy of any nature. This provision shall survive the termination of this Lease Agreement.

DocuSigned by:  
  
 Resident Signature  
 7092005735024E2... \_\_\_\_\_ 11/17/2023  
 Date

\_\_\_\_\_  
 Guarantor Signature \_\_\_\_\_ Date

\_\_\_\_\_  
 Landlord \_\_\_\_\_ Date

Resident Initials:

Guarantor Initials:

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**UTILITY AND FEE ADDENDUM**

**UTILITIES AND SERVICES:** Owner agrees to furnish services listed below. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Starting Date of the Lease Term. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the term of this Lease Agreement. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet. Resident must separately pay for all charges for local and long distance phone service, additional or private lines, information and 911 calls.

**Utilities and Services:** Owner will pay for the following items, if marked:

- gas
- water
- wastewater
- electricity
- trash
- recycling
- cable/satellite
- internet
- Pest Control
- stormwater/drainage
- other \_\_\_\_\_.

Conservation Cap (if applicable) \$ \_\_\_\_.

All other utilities will be billed to the Resident as detailed below.

Resident will be charged for the full period of time from the Starting Date of the Lease Term in the Lease Agreement until the Ending Date of the Lease Term, regardless of whether Resident physically occupies the Apartment. The billing methods described above may be changed by Owner by providing Resident with prior written notice as required under applicable law and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

**Payments:** If it is necessary for Owner to pay any costs or repairs due to Resident's failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the Ending Date of the Lease Term of this Lease Agreement, then Resident, subject to applicable law will reimburse Owner for such amount plus \$50.00 for administrative costs and the total amount is payable by Resident as additional Rent. Resident is responsible for paying for all utilities that are in Resident's name during the term of the Lease Agreement even if Resident moves out prior to the Ending Date of the Lease Term. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with Resident's roommates to Owner for such charges which shall be considered additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Apartment and in accordance with any applicable utility billing laws and regulations. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services, and such amount will be payable by Resident as additional Rent unless prohibited under applicable law. Utility bills will be issued by Zego, unless otherwise notified by the Landlord. You must pay your monthly bill by the due date contained in your monthly utility statement.

**Accounts:** Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all Residents in the Apartment agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the Lease Agreement term, Resident must notify Owner in writing. No change in billing options is permitted until all Residents have paid all amounts due under the current option.

**ELECTRICITY:**

**Direct Meter:**

**Electricity:** Owner will remain the customer of record for electricity. The local electricity provider measures electric usage in each Apartment and bills Owner directly for such charges. The bill will be sent to Resident by a third-party billing provider. Electricity charges for each Apartment will be divided equally by the number Residents with an executed lease agreement in each Apartment to come up with each Resident's charge. Resident agrees that Owner may estimate any and all utility charges upon Resident's move-out (or at any other time) and such amounts shall be deemed final.

**ALLOCATION OF SERVICES AND GOVERNMENT FEES:**

**Reason for allocation.** Landlord receives bills for services provided to Residents and charges for various governmental fees. These are direct costs that the Apartment Community incurs. In order to help control the cost of Rent, the Landlord has chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While the Landlord may impose a nominal fee to help recover our costs in administering these bills, Landlord does not add any other costs to these bills and make no profit off of them. Resident agrees that if a city, utility or other local government agency implements such a fee or service charge during the term of this Lease Agreement, Owner may begin to bill Resident for such fee or service charge upon thirty (30) days' written notice.

**Services and governmental fees allocated.** Landlord will allocate the following services and governmental fees:

- Cable/satellite television
- Stormwater/drainage
- Trash removal/recycling
- Street repair/maintenance fee
- Emergency services fee
- Conservation district fee
- Inspection fee
- Registration/license fee
- Pest Control

Resident Initials:

Guarantor Initials:

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\_\_\_\_\_

- Other
- Other
- Other
- Other
- Other

**Allocation procedures.** Resident agrees to the system of allocating the fees and costs listed above as described below. During the Lease Term, Landlord is authorized to allocate the monthly cost for the items listed above for the Apartment Community. Resident's monthly Rent under the Lease Agreement does *not* include a charge for these costs. Instead, you will be receiving a separate bill from us for such service and will be considered Rent owed. The formula for allocating the monthly cost of the items listed above for Resident's Apartment will be on the basis of:

the number of Residents with an executed lease agreement in the Apartment Community

**Pest Control.** Owner shall provide the following services with regard to pest control: monitoring, extermination and treatment of routine pest activity as set forth in Owner's agreement with its pest control vendor or otherwise subject to Owner's sole discretion. You agree to pay a proportional share of monitoring, exterminating and treating routine pest activity if listed above. The phrase "routine pest activity" shall not include activity that requires more than one treatment by the pest control vendor in a thirty (30) day period or any activity related to bed bugs, fleas, or lice. This monthly charge shall not relieve Resident of any responsibility for the cost associated with additional or special treatment of the Apartment, or costs for which Resident is responsible pursuant to the terms of the Lease Agreement.

**Administrative Fee.** Resident will receive monthly billing statements. Monthly billing statements will include a bill processing fee of \$3.00. The fee represents the reasonable value of services provided by Owner, or the billing company of Owner's choosing to allocate the above costs to the responsible parties, provide billing, and process payments. The monthly processing fee is subject to change upon sixty (60) days' written notice of increase sent by first class mail to Resident.

DocuSigned by:

Samuel Feeney  
Resident Signature

11/17/2023  
Date

Samuel Joseph Feeney  
Resident Printed Name

Resident Initials:

Guarantor Initials:

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**CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS. Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.**

**§24.275. General Rules and Definitions.**

- (a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.
- (b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.
- (c) Definitions. The following words and terms, when used in this subchapter, have the defined meanings, unless the context clearly indicates otherwise.
- (1) Allocated utility service -- Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.
  - (2) Apartment house -- A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rent paid at intervals of one month or more.
  - (3) Condominium manager -- A condominium unit owners' association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.
  - (4) Customer service charge -- A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
  - (5) Dwelling unit -- One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.
  - (6) Dwelling unit base charge -- A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.
  - (7) Manufactured home rental community -- A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.
  - (8) Master meter -- A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.
  - (9) Multiple use facility -- A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.
  - (10) Occupant -- A tenant or other person authorized under a written agreement to occupy a dwelling.
  - (11) Overcharge -- The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.
  - (12) Owner -- The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility. The term does not include the manager of an apartment home unless the manager is expressly identified as the landlord in the lease agreement.
  - (13) Point-of-use submeter -- A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.
  - (14) Submetered utility service -- Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.
  - (15) Tenant -- A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.
  - (16) Undercharge -- The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit less than the amount the tenant would have been charged under this subchapter. Undercharge and Underbilling have the same meaning.
  - (17) Utility costs -- Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.
  - (18) Utility service -- For purposes of this subchapter, utility service includes only drinking water and wastewater.

**§24.277. Owner Registration and Records.**

- (a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.
- (b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:
- (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or
  - (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.
- (c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.
- (d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.
- (e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
- (1) a current and complete copy of TWC, Chapter 13, Subchapter M;

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- (2) a current and complete copy of this subchapter;
- (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
- (4) information or tips on how tenants can reduce water usage;
- (5) the bills from the retail public utility to the owner;
- (6) for allocated billing:
  - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
  - (B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.281(e)(2) of this title (relating to Charges and Calculations); and
  - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
- (7) for submetered billing:
  - (A) the calculation of the average cost per gallon, liter, or cubic foot;
  - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
  - (C) all submeter readings; and
  - (D) all submeter test results;
- (8) the total amount billed to all tenants each month;
- (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
- (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records.
  - (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
  - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
  - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.
  - (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

**§24.279. Rental Agreement.**

- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
  - (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
  - (2) which utility services will be included in the bill issued by the owner;
  - (3) any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
  - (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
  - (5) if not submetered, a clear description of the formula used to allocate utility services;
  - (6) information regarding billing such as meter reading dates, billing dates, and due dates;
  - (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
  - (8) the tenant has the right to receive information from the owner to verify the utility bill; and
  - (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.281(d)(3) of this title (relating to Charges and Calculations) that will be billed to tenants.
- (b) Requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:
  - (1) equipment failures; or
  - (2) meter reading or billing problems that could not feasibly be corrected.
- (e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

**§24.281. Charges and Calculations.**

Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.

- (a) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (b) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (c) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
  - (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the submetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

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- (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
  - (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
    - (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
    - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, §1437f); and final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
  - (a) Calculations for allocated utility service.
    - (1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:
      - (A) dwelling unit base charges or customer service charge, if applicable; and
      - (B) common area usage such as installed landscape irrigation systems, pools, and laundry rooms, if any, as follows:
        - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
        - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
        - (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
        - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
    - (2) To calculate a tenant's bill:
      - (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
        - (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
        - (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
          - (I) dwelling unit with one occupant = 1;
          - (II) dwelling unit with two occupants = 1.6;
          - (III) dwelling unit with three occupants = 2.2; or
          - (IV) dwelling unit with more than three occupants =  $2.2 + 0.4$  per each additional occupant over three; or
        - (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
          - (I) dwelling unit with an efficiency = 1;
          - (II) dwelling unit with one bedroom = 1.6;
          - (III) dwelling unit with two bedrooms = 2.8;
          - (IV) dwelling unit with three bedrooms =  $4 + 1.2$  for each additional bedroom; or
        - (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
        - (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
      - (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
      - (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
        - (i) any of the factors developed under subparagraph (A) of this paragraph; or
        - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
      - (D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:
        - (i) any of the factors developed under subparagraph (A) of this paragraph; or
        - (ii) the square footage of the rental space divided by the total square footage of all rental spaces.
- If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. The owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.
- (d) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection
  - (e) of this section shall immediately provide notice as required under §24.279(c) of this title (relating to Rental Agreement) and either:
    - (1) adopt one of the methods in subsection (e) of this section; or

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- (2) install submeters and begin billing on a submetered basis; or
- (3) discontinue billing for utility services.

**§24.283. Billing.**

(a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.281 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.

(b) Rendering bill.

- (1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.
- (2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.
- (c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(d) Billing period.

- (1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.
- (2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.
- (e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.

(f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:

- (1) total amount due for submetered or allocated water;
- (2) total amount due for submetered or allocated wastewater;
- (3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
- (4) total amount due for water or wastewater usage, if applicable;
- (5) the name of the retail public utility and a statement that the bill is not from the retail public utility;
- (6) name and address of the tenant to whom the bill is applicable;
- (7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and
- (8) name, address, and telephone number of the party to whom payment is to be made.

(g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:

- (1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;
- (2) the cost per gallon, liter, or cubic foot for each service provided; and
- (3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.
- (h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.

(i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.

(j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.

(k) Overbilling and underbilling. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the underbilling. Adjustments for usage by a previous tenant may not be back billed to a current tenant.

(l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.

(m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

**§24.285. Complaint Jurisdiction.**

- (a) Jurisdiction. The commission has exclusive jurisdiction for violations under this subchapter.
- (b) Complaints. If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

**§24.287. Submeters or Point-of-Use Submeters and Plumbing Fixtures.**

- (a) Submeters or point-of-use submeters.
- (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
- (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.

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- (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
- (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branchwater submetering systems.
- (5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
- (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
  - (A) an identifying number;
  - (B) the installation date (and removal date, if applicable);
  - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
  - (D) copies of all tests; and
  - (E) the current location of the submeter or point-of-use submeter.
- (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
  - (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
  - (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (8) Billing for submeter or point-of-use submeter test.
  - (A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters.
  - (B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.
  - (C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
  - (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
    - (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
    - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
    - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
      - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
      - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
  - (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.

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**CHAPTER 25. SUBSTANTIVE RULES APPLICABLE TO ELECTRIC SERVICE PROVIDERS.**

**Subchapter G. SUBMETERING.**

**§25.142. Submetering for Apartments, Condominiums, and Mobile Home Parks.**

(a) **Purpose.**

This section implements Texas Utilities Code §184.014.

(b) **Definitions.** The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) **Apartment house** -- One or more buildings containing more than five dwelling units, each of which is rented primarily for non-transient use with rent paid at intervals of one week or longer. The term includes a rented or owner-occupied residential condominium.
- (2) **Dwelling unit** -- One or more rooms suitable for occupancy as a residence and that contain kitchen and bathroom facilities, or a mobile home in a mobile home park.
- (3) **Master meter** -- A meter used to measure, for billing purposes, all electric usage of an apartment house or mobile home park, including common areas, common facilities, and dwelling units.
- (4) **Month or monthly** -- The period between any two consecutive meter readings by the utility, either actual or estimated, at approximately 30-day intervals.
- (5) **Owner** -- Any owner, operator, or manager of any apartment house or mobile home park engaged in electric submetering.
- (6) **Electric submetering** -- Individual dwelling unit metering of electric service performed by the owner.

(c) **Records and reports.**

- (1) The owner shall maintain and make available for inspection by the tenant the following records:
  - (A) the billing from the utility or retail electric provider to the apartment owner for the current month and the 12 preceding months;
  - (B) the calculation of the average cost per billing unit, *i.e.*, kilowatt-hour for the current month and the 12 preceding months;
  - (C) all submeter readings and tenant billings for the current month and the 12 preceding months;
  - (D) all submeter test results for the current month and the 12 preceding months.
- (2) Records shall be made available at the resident manager's office during reasonable business hours or, if there is no resident manager, at the dwelling unit of the tenant at the convenience of both the apartment owner and tenant.
- (3) All records shall be made available to the commission upon request.

(d) **Billing.** All rental agreements between the owner and the tenants shall clearly state that the dwelling unit is submetered, that the bills will be issued thereon, that electrical consumption charges for all common areas and common facilities will be the responsibility of the owner and not of the tenant, and that any disputes relating to the computation of the tenant's bill and the accuracy of the submetering device will be between the tenant and the owner. Each owner shall provide a tenant, at the time the lease is signed, a copy of this section or a narrative summary as approved by the commission to assure that the tenant is informed of his rights and the owner's responsibilities under this section.

(1) **Rendering and form of bill.**

- (A) Bills shall be rendered for the same billing period as that of the electric utility, generally monthly, unless service is rendered for less than that period. Bills shall be rendered as promptly as possible following the reading of the submeters. The submeters shall be read within three days of the scheduled reading date of the electric utility's master meter.
- (B) The billing unit shall be that used by the electric utility in its billing to the owner.

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- (C) The owner shall be responsible for determining that the energy billed to any dwelling unit shall be only for that submetered and consumed within that unit.
- (D) Submetered billings shall not be included as part of the rental payment or as part of billings for any other service to the tenant. A separate billing must be issued or, if issued on a multi-item bill, submetered billing information must be separate and distinct from any other charges on the bill and conform to information required in subparagraph (H) of this paragraph. The submetered bill must clearly state "submetered electricity."
- (E) The bill shall reflect only submetered usage. Utility consumption at all common facilities will be the responsibility of the owner and not of the tenant. Allocation of central systems for air conditioning, heating and hot water is not prohibited by this section as set forth in §25.141 of this title (relating to Central System or Nonsubmetered Master Metered Utilities).
- (F) The owner shall not impose any extra charges on the tenant over and above those charges which are billed by the retail electric provider or utility to the owner. The bill may not include a deposit, late penalty, reconnect charge, or any other charges unless otherwise provided for by these sections.
  - (i) A one-time penalty not to exceed 5.0% may be made on delinquent accounts. If the penalty is applied, the bill shall indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease which states the exact dollar or percentage amount of the late penalty.
  - (ii) In a mobile home park a reconnect fee may be applied for a mobile home not leased by the mobile home park owner if service to the pad site tenants

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disconnected for non-payment of submetered bills in accordance with subsection (e)(1) of this section. Such reconnect fee shall be calculated based on the average actual cost to the owner for the expenses associated with the reconnection, but under no circumstances shall exceed \$10. No reconnect charge may be applied unless agreed to by the tenant in a written lease which states the exact dollar amount of such reconnect charge.

- (G) The tenant's submeter bills shall be calculated in the following manner: after the electric bill is received from the utility or retail electric provider, the owner shall divide the net total charges for electrical consumption, plus applicable tax, by the total number of kilowatt-hours to obtain an average cost per kilowatt-hour. The average kilowatt-hour cost shall then be multiplied by each tenant's kilowatt-hour consumption to obtain the charge to the tenant. The computation of the average cost per kilowatt-hour shall not include any penalties charged by the utility or the retail electric provider to the owner for disconnect, reconnect, late payment, or other similar service charges.
- (H) The tenant's electric submeter bill shall show all of the following information:
  - (i) the date and reading of the submeter at the beginning and at the end of the period for which the bill is rendered;
  - (ii) the number of billing units metered;
  - (iii) the computed rate per billing unit;
  - (iv) the total amount due for electricity used;
  - (v) a clear and unambiguous statement that the bill is not from the utility or retail electric provider, which shall be named in the statement;
  - (vi) the name and address of the tenant to whom the bill is applicable;
  - (vii) the name of the firm rendering the submetering bill and the name or title, address, and telephone number of the person or persons to be contacted in case of a billing dispute;

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- (viii) the date by which the tenant must pay the bill; and
- (ix) the name, address, and telephone number of the party to whom payment is to be made.
- (2) **Due date.** The due date of the bill shall not be less than seven days after issuance. A bill for submetered service is delinquent if not received by the party indicated on the bill by the due date. The postmark date, if any, on the envelope of the bill or on the bill itself shall constitute proof of the date of issuance. An issuance date on the bill shall constitute proof of the date of issuance if there is no postmark on the envelope or bill. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date.
- (3) **Disputed bills.** In the event of a dispute between the tenant and the owner regarding any bill, the owner shall promptly make an investigation as shall be required by the particular case, and report the results to the tenant. The investigation and report shall be completed within 30 days from the date the tenant notified the owner of the dispute.
- (4) **Tenant access to records.** The tenants of any dwelling unit whose electrical consumption is submetered shall be allowed by the owner to review and copy the master billing for the current month's billing period and for the 12 preceding months, and all submeter readings of the entire apartment house or mobile home park for the current month and for the 12 preceding months.
- (5) **Estimated bills.** Estimated bills shall not be rendered unless the meter has been tampered with or is out of order, and shall be distinctly marked "estimated bill".
- (6) **Overbilling and underbilling.** If submetered billings are found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment shall be made for the entire period of the overcharges. If the tenant was undercharged, the owner may backbill the tenant for the amount which was underbilled. The backbilling is not to exceed six months unless the owner can produce records to identify and justify the additional amount of backbilling. If the underbilling is \$50 or more, the owner shall offer to the tenant a deferred payment plan option, for the same length of time as that of the underbilling. However, in a mobile home park, the mobile home park owner may not disconnect electric service to a mobile home not leased by the mobile home park owner if the pad site tenant fails to pay charges arising from an underbilling more than six months prior to the date the tenant was initially notified of the amount of the undercharges and the total additional amount due. Furthermore, adjustments for usage by a previous tenant may not be backbilled to the current tenant.
- (7) **Level and average payment plans.** An owner may offer a level payment plan or average payment plan consistent with this paragraph.
  - (A) The payment plan may be one of the following methods:
    - (i) A level payment plan allowing eligible tenants to pay on a monthly basis a fixed billing rate of one-twelfth of that tenant's estimated annual consumption at the appropriate rates, with provisions for quarterly adjustments as may be determined based on actual usage.
    - (ii) An average payment plan allowing tenants to pay on a monthly basis one-twelfth of the sum of that tenant's current month's consumption plus the previous 11 month's consumption (or an estimate thereof, for a new customer) at the appropriate customer class rates, plus a portion of any unbilled balance. Provisions for annual adjustments as may be determined based on actual usage shall be provided. If at the end of a year the owner determines that he has collected an amount different than he has been charged by the utility or retail electric provider,

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the owner must refund any overcollection and may surcharge any undercollection over the next year.

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- (B) Under either of the plans outlined in subparagraph (A) of this paragraph the owner is prohibited from charging the tenant any interest that may accrue. Any seasonal overcharges or undercharges will be carried by the owner of the complex.
- (C) A mobile home park owner may disconnect service to a mobile home not leased by the mobile home park owner, pursuant to subsection (e) of this section, if the pad site tenant does not fulfill the terms of a level payment plan or an average payment plan.
- (D) The owner may collect a deposit from all tenants entering into level payment plans or average payment plans; the deposit will not exceed an amount equivalent to one-sixth of the estimated annual billing. Notwithstanding any other provision in these sections, the owner may retain said deposit for the duration of the level or average payment plan; however, the owner shall pay interest on the deposit as is provided in §25.24 of this title (relating to Credit Requirements and Deposits).

(e) **Discontinuance of electric service.**

- (1) **Application.** This subsection applies only to mobile homes in a mobile home park that are not leased by the mobile home park owner. Disconnection of any other dwelling unit by the owner is governed by Texas Property Code §92.008(b).
- (2) **Disconnection for delinquent bills.**
  - (A) Electric service may be disconnected only for nonpayment of electric bills. A pad site tenant's electric service may be disconnected if a bill has not been paid within 12 days from the date of issuance and proper notice has been given. Proper notice shall consist of a separate mailing or hand delivery at least five days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where a tenant can go during normal working hours to make arrangements for payment of the bill and for reconnection of service.
  - (B) Under these provisions, a pad site tenant's electric service may be discontinued only for nonpayment of electric service.
- (3) **Disconnection on holidays or weekends.** Unless a dangerous condition exists, or unless the pad site tenant requests disconnection, electric service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the mobile home park are not available for the purpose of making collections and reconnecting electric service.
- (4) **Disconnection under special circumstances.**
  - (A) **Disconnection of ill and disabled.** A mobile home park owner shall not disconnect electric service to a pad site tenant when that tenant establishes that disconnection of electric service will cause some person residing at the tenant's mobile home to become seriously ill or more seriously ill;
    - (i) Each time a pad site tenant seeks to avoid disconnection of electric service under this subparagraph, the tenant must accomplish all of the following by the stated date of disconnection:
      - (I) have the person's attending physician (for purposes of this subsection, the term "physician" shall mean any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the mobile home park owner by the stated date of disconnection;

Resident Initials:

Guarantor Initials:

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- (I) have the person’s attending physician submit a written statement to the mobile home park owner; and
- (II) enter into a deferred payment plan.
- (ii) The prohibition against electric service termination provided by this subparagraph shall last 63 days from the issuance of the electric bill or a shorter period agreed upon by the mobile home park owner and the customer or physician.
- (B) **Disconnection of energy assistance clients.** A mobile home park owner shall not disconnect electric service to a pad site tenant for a billing period in which the mobile home park owner receives a pledge, letter of intent, purchase order, or other notification that the energy assistance provider is forwarding sufficient payment to continue service; and
- (C) **Disconnection during extreme weather.** A mobile home park owner shall not disconnect electric service to a pad site tenant on a day when:
  - (i) the previous day’s highest temperature did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours, according to the nearest National Weather Service (NWS) reports; or
  - (ii) the NWS issues a heat advisory for any county in which the mobile home park is located, or when such advisory has been issued on any one of the preceding two calendar days.
- (f) **Submeters.**
  - (1) **Submeter requirements.**
    - (A) **Use of submeter.** All electrical energy sold by an owner shall be charged for by meter measurements.
    - (B) **Installation by owner.** Unless otherwise authorized by the commission, each owner shall be responsible for providing, installing, and maintaining all submeters necessary for the measurement of electrical energy to its tenants.
  - (2) **Submeter records.** Each owner shall keep the following records:
    - (A) **Submeter equipment record.** Each owner shall keep a record of all of its submeters, showing the tenant’s address and date of the last test.
    - (B) **Records of submeter tests.** All submeter tests shall be properly referenced to the submeter record provided in this section. The record of each test made shall show the identifying number of the submeter, the standard meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy), and sufficient data to permit verification of all calculations.
  - (3) **Submeter unit indication.** Each meter shall indicate clearly the kilowatt-hours consumed by the tenant.
  - (4) **Submeter tests on request of tenant.** Each owner shall, upon the request of a tenant, and if the tenant so desires, in the tenant’s or the tenant’s authorized representative’s presence, make a test of the accuracy of the tenant’s submeter. The test shall be made during reasonable business hours at a time convenient to the tenant desiring to observe the test. If the submeter tests within the accuracy standards for self-contained watt-hour meters as established by the latest edition of American National Standards Institute, Incorporated, (ANSI), Standard C12 (American National Code for Electricity Metering), a charge of up to \$15 may be charged the tenant for making the test. However, if the submeter has not been tested within a period of one year, or if the submeter’s accuracy is not within the appropriate accuracy standards, no charge shall be made to the tenant for making the test. Following completion of any requested test, the owner shall promptly advise the tenant of the results of the test.

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**Subchapter G. SUBMETERING.**

- (5) **Bill adjustment due to submeter error.** If any submeter is found not to be within the accuracy standards in subsection (f)(4) of this section proper correction shall be made of previous readings. An adjusted bill shall be rendered in accordance with subsection (d)(6) of this section. If a submeter is found not to register for any period, unless bypassed or tampered with, the owner may make a charge for units used, but not metered, for a period not to exceed one month based on amounts used under similar conditions during periods preceding or subsequent thereto, or during the corresponding period in previous years.
- (6) **Bill adjustment due to conversion.** If, during the 90-day period preceding the installation of meters or submeters, an owner increases rental rates, and such increase is attributable to increased costs of electric service, then such owner shall immediately reduce the rental rate by the amount of such increase and shall refund all of the increase that has previously been collected within the 90-day period.
- (7) **Location of submeters.** Submeters, service switches, or cut-off valves in conjunction with the submeters shall be installed in accordance with the latest edition of ANSI, Standard C12, and will be readily accessible for reading, testing, and inspection, with minimum interference and inconvenience to the tenant.
- (8) **Submeter testing facilities and equipment.**
  - (A) **Qualified expert.** Each owner engaged in electric submetering shall engage an independent qualified expert to provide such instruments and other equipment and facilities as may be necessary to make the submeter tests required by this section. Such equipment and facilities shall generally conform to the ANSI, Standard C12, unless otherwise prescribed by the commission, and shall be available at all reasonable times for the inspection by its authorized representatives.
  - (B) **Portable standards.** Each owner engaged in electrical submetering shall, unless specifically excused by the commission, provide or utilize a testing firm which provides portable test instruments as necessary for testing billing submeters.
  - (C) **Reference standards.** Each owner shall provide or have access to suitable indicating instruments as reference standards for insuring the accuracy of shop and portable instruments used for testing billing submeters.
  - (D) **Testing of reference standards.** All reference standards shall be submitted once each year or on a scheduled

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basis approved by the commission to a standardizing laboratory of recognized standing, for the purpose of testing and adjustment.

- (E) **Calibration of test equipment.** All shop and portable instruments used for testing billing submeters shall be calibrated by comparing them with a reference standard atleast every 120 days during the time such test instruments are being regularly used. Test equipment shall at all times be accompanied by a certified calibration card signed by the proper authority, giving the date when it was last certified andadjusted. Records of certifications and calibrations shall be kept on file in the officeof the owner.
- (9) **Accuracy requirements for submeters.**
  - (A) **Limits.** No submeter that exceeds the test calibration limits for self-contained watt-hour meters as set by the ANSI, Standard C12, shall be placed in service or left in service. All electrical current transformers, potential transformers, or other such devices used in conjunction with an electric submeter shall be considered part of thesubmeter and must also meet test calibration and phase angle limits set by the ANSI Standard C12 and the ANSI Standard C57.13 for revenue billing. A nameplate shall be attached to each transformer and shall include or refer to calibration and phase angle data and other information required by the ANSI Standard C12 and the ANSI Standard C57.13 for revenue billing. Whenever on installation, periodic, or other tests, an electric submeter or transformer is found to exceed these limits, it shall be adjusted, repaired, or replaced.

**CHAPTER 25. SUBSTANTIVE RULES APPLICABLE TO ELECTRIC SERVICE PROVIDERS.**

**Subchapter G. SUBMETERING.**

- (B) **Adjustments.** Submeters shall be adjusted as closely as possible to the condition ofzero error. The tolerances are specified only to allow for necessary variations.
- (10) **Submeter tests prior to installation.** No submeter shall be placed in service unless its accuracy has been established. If any submeter is removed from actual service and replaced by another submeter for any purpose whatsoever, it shall be properly tested and adjusted before being placed in service again.
- (11) **Testing of electric submeters in service.** Standard electromechanical single stator watt- hour meters with permanent braking magnets shall be tested in accordance with the ANSI Standard C12 for periodic, variable interval, or statistical sampling testing programs. All other types of submeters shall be tested at least annually unless specified otherwise by the commission.
- (12) **Restriction.** Unless otherwise provided by the commission, no dwelling unit in an apartmenthouse or mobile home park may be submetered unless all dwelling units are submetered.
- (13) **Same type meters required.** All submeters which are served by the same master meter shallbe of the same type, such as induction or electronic.

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**REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT**

This Addendum is attached to and made part of the Lease Agreement. Resident is required to maintain and provide to Manager evidence of the following minimum required insurance coverage for the Premises for the entire duration of the Lease Term:

- \$100,000 Limit of Liability policy covering Resident’s legal liability for damage to the Landlord’s property for no less than the following causes of loss: fire, smoke, explosion, water damage or backup or overflow of sewer, drain or sump.
- The policy must also list Landlord as an additional interest or interested party using the contact information provided: American Campus Communities, LLC. c/o LeaseTrack PO BOX 38060 Albany, NY 12203

Resident is required to furnish Manager acting on behalf of the Landlord, with the evidence of minimum required insurance prior to occupancy of leased Premises and at the time of each lease renewal period.

If at any time during the Lease Term Resident does not have the minimum required insurance, Resident is in breach of the Lease Agreement. If a breach of the Lease Agreement occurs before occupancy of the Premises, Landlord may immediately terminate the Lease Agreement and refuse to give possession of the unit. If Resident has taken possession of the unit, Landlord will provide notice of the breach, which Resident will have 15 days to cure. Upon failure to cure the breach, Landlord shall have, in addition to any other rights under the Lease Agreement, this Addendum, or applicable laws, the right to terminate the Lease Agreement or the right to purchase the minimum required insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.

Resident may obtain minimum required insurance or broader coverage from an insurance agent or insurance company of Resident’s choice. If Resident furnishes Manager evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Resident does not maintain minimum required insurance, the insurance requirement of this Lease Agreement will be satisfied by Landlord, who will schedule the Resident’s unit for coverage under the **Landlord Required Legal Liability** insurance policy (“LLL”). The carrier, coverage, and agent utilized for the LLL shall be at the sole option of Landlord, and the coverage provided under the LLL will provide the minimum required insurance coverage listed above. If Resident's unit is covered under the LLL, an amount equal to the total cost of the LLL coverage (premium, taxes, and Administrative Expense Fee) shall be charged to Resident by the Landlord, and shall be considered Additional Rent due under the Lease Agreement to the extent permitted by law, and Resident agrees to reimburse Landlord for such fees.

Resident acknowledges and agrees that:

1. LLL is designed to fulfill the minimum insurance requirement of the Lease Agreement. Landlord is the Insured under the LLL. Resident is not the Insured under the LLL policy and therefore Resident is afforded no individual protection or coverage for losses under the LLL policy. Landlord and Resident are not co-insureds under the same liability policy at any time during the Lease Term.
2. **LLL coverage is not personal liability insurance or renters’ insurance.** Resident is responsible for obtaining Resident’s own property, casualty, and liability insurance. All property kept or stored on the Premises shall be at Resident’s own risk and Resident agrees to indemnify and hold Landlord harmless from any injury, loss, claims, demands, suits or, judgments arising out of damages to same, including claims by Resident’s insurance carrier, to the fullest extent permissible by law. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER’S INSURANCE.** Resident acknowledges that the LLL does **NOT** cover the Resident’s personal property (contents of the unit) nor additional living expenses due to displacement or liability arising out of bodily injury to any third party, to the fullest extent permitted by law. Resident understands that if Resident currently carries Renter’s Insurance proof of the policy must be provided to the Manager prior to move-in inclusive of the declaration page and proof of Landlord being named as an interested party.
3. Resident acknowledges that Landlord and Manager have no liability for any damage or loss to Resident’s personal property to the fullest extent permitted by law.
4. Coverage under the LLL policy may be more expensive than the cost of minimum required insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the minimum required insurance under this Lease Agreement.
5. Licensed insurance agents may receive a commission on the LLL policy.
6. The total cost to the Resident for the Landlord obtaining LLL coverage shall be \$15.00 per monthly rental installment, and shall be considered Additional Rent due under the Lease Agreement to the extent permitted by law. This includes premium payable to the LLL insurer, which includes taxes and fees due to state insurance and governing bodies and an Administrative Expense Fee to the Landlord for the expense of processing monthly payments and administering the program.
7. In the event that damages exceed that stated required minimum limits of the insurance coverage, Resident shall remain liable to the Landlord for any excess damages.
8. In the event of liability to any party other than the Landlord for damage to the Landlord’s property, Resident shall remain liable to such other party.
9. The insurance required under this Addendum and the existence or limits of any such insurance will not reduce or supersede Resident’s obligations under their Lease Agreement.

Scheduling under the LLL policy is not mandatory and Resident may purchase and provide to Manager evidence of minimum required insurance or broader coverage from an insurance agent or insurance company of Resident’s choice at any time and coverage under the LLL policy will be terminated upon Landlord receiving proof of insurance that meets the minimum required limits.

DocuSigned by:  
*Samuel Feeny*  
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Resident Signature

11/17/2023  
Date

Samuel Joseph Feeny  
Resident Printed Name

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### MOLD INFORMATION AND PREVENTION ADDENDUM

This Mold Information and Prevention Addendum is attached to and made part of the Lease Agreement.

#### MOLD INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION:

You must promptly notify us in writing of water leaks or excessive moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the Apartment cooled or heated according to our policies.

**Important Information about Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are natural microscopic organisms that reproduce by spores. In the environment, molds break down organic matter and uses the end product for food. Without molds we would all be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside a dwelling when excess moisture is present. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

**Prevention Recommendations.** To minimize the potential for mold growth in your Apartment, you agree to take the following preventative measures:

- Keep your Apartment clean—particularly the kitchen, the bathrooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold.
- Regularly remove trash from your Apartment and dispose of it in appropriate trash receptacles. Promptly throw away used food containers, coffee in coffee pots and other open food. Moldy food should be thrown away immediately.
- Use all reasonable care to close all windows and other openings to prevent water from coming into the interior of the Apartment. Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as possible.
- Look for (and immediately notify the Landlord in writing) of (1) any water intrusion, leaks or moisture problems, such as leaks in washing-machine hoses, plumbing leaks, drips, or “sweating” pipes or overflows from bathroom, kitchen, or laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; and (2) any significant or suspected mold growth on surfaces inside the Apartment.
- Ensure that the thermostat in your Apartment is set to “Auto”, and that the temperature is set within the range of 72-78 degrees as required by the Resident Handbook. If your Apartment feels humid or has a musty or mildewy smell, please attempt to identify the source of the humidity and/or odor and report to Landlord immediately.

If your Apartment has them, turn on exhaust fans in the bathroom whenever showering and in the kitchen whenever cooking with open pots. Non-working fans should be reported to Landlord promptly. Also, when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

**Avoiding Moisture Buildup.** To avoid potential mold growth, it’s important to prevent excess moisture buildup in your Apartment. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level.
- Overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines.
- Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks.
- Washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking.
- Leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

**Reporting Suspected Mold.** You are required to promptly notify Landlord in writing about any condition in your Apartment that may result in moisture build up or mold growth and/or any suspected mold growth.

- Promptly notify Landlord in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It’s also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your Apartment dry out.
- Promptly notify Landlord in writing of any signs of water leaks, water infiltration, or mold. Landlord will respond in accordance with state law and the Lease Agreement to repair or remedy the situation as necessary.

**Cleaning Mold.** If small areas of moisture build up or mold have already accumulated on nonporous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. When the surface is dry—and within 24-hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant®, Original Pine-Sol Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner+ Bleach. Only a few of the common household cleaners can actually kill mold. Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container. Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from

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porous items such as fibers in sofas, chairs, drapes, and carpets provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action.

**Compliance.** Complying with this addendum will help prevent mold growth in your Apartment, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this addendum, please contact us at the Management office or at the phone number shown in your Lease Agreement. If you fail to comply with this addendum, you can be held responsible for property damage to the Premises and any health problems that may result.

DocuSigned by:

*Samuel Feeney*  
Resident Signature

11/17/2023

Date

Samuel Joseph Feeney

Resident Printed Name

Resident Initials:

Guarantor Initials:

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