

**WEINSTEIN MANAGEMENT CO.,  
INC. AND WMCI DALLAS X, LLC,  
Plaintiffs and Counter-Defendants,**

v.

**KATHRYN COPELAND,  
Defendant and Counter-Plaintiff.**

**IN THE DISTRICT COURT OF**

**TARRANT COUNTY, TEXAS**

**141<sup>ST</sup> JUDICIAL DISTRICT**

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**Emergency Application for Preservation Order and Temporary Relief**

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**TO THE HONORABLE JUDGE OF SAID COURT:**

**A. Overview**

This is an emergency application for ex parte preservation relief and temporary orders.

Plaintiffs and their agents removed virtually all of Defendant's belongings from Unit 2145 on September 26, 2025, without court order, during pending litigation and after Defendant issued a preservation demand. Counsel then conditioned return on a waiver of claims. Immediate court action is necessary to freeze further alteration, secure chain-of-custody, and restore access to essential medications and devices.

**B. Legal Showings**

- Conversion / Trespass to Chattels: Unauthorized dominion over Defendant's belongings by removing and withholding them (Ex. 1, 3–4).
- Prohibited Self-Help (Tex. Prop. Code §§ 92.0081, 92.009): Removal while Defendant retained lawful possession and without court order (Ex. 3–4).

- Spoliation: Duty to preserve arose with active litigation; Defendant issued a 9/26 preservation notice; vendor removal and scene alteration breached that duty (Ex. 5; Ex. 1).
- ADA/FHA Interference/Retaliation: Protected requests preceded adverse actions that impeded access to safe housing and medical items (Ex. 2, 5).
- Coercion: Conditioning return of essential property on waiver of claims (Ex. 1).

### **C. Irreparable Harm**

- Evidence has been altered and remains at risk of loss without a court-ordered freeze, neutral inspection, and chain-of-custody.
  - Health risk: removal of medications/devices and displacement aggravate documented medical conditions.
  - Money damages cannot restore destroyed evidence or the ability to fairly litigate issues tied to the scene.
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### **Prayer**

Defendant respectfully requests that the Court:

1. Issue an immediate ex parte Preservation and No-Entry Order freezing all work, cleaning, moving, remediation, or entry into Unit 2145 and any off-site storage location containing Defendant's removed property, pending further order.

2. Appoint or authorize a neutral, licensed mold assessor to conduct time-sensitive documentation (photos, sampling) with full chain-of-custody, and require Plaintiffs to cooperate and bear costs subject to reallocation.
3. Order Plaintiffs within 72 hours to produce:
  - Read-only CCTV exports with original metadata and cryptographic hash values for September 20 to present for all relevant cameras
  - Key-fob/lock audit logs, contractor sign-in sheets, work orders, vendor identities and licenses, and any chain-of-custody inventories for removed items.
4. Order immediate supervised access for Defendant (or courier) to retrieve medications, medical devices, and vital documents, or return those essentials to Defendant within 24 hours.
5. Require all removed items to remain sealed and preserved; prohibit cleaning, “remediation,” or alteration of contents absent court-approved protocol and neutral oversight.
6. Set an expedited hearing and authorize limited, expedited discovery focused on preservation, licensing, and chain-of-custody.
7. After hearing, impose appropriate sanctions for spoliation and coercive conduct, including evidentiary sanctions, fees and costs, and any further relief the Court deems just; and refer responsible parties to TDLR and, as warranted, to the State Bar and District Attorney.
8. Grant such other and further relief at law or in equity to which Defendant shows entitlement.

## **EMERGENCY ADDENDUM RE: MEDICATIONS AND LODGING ENDING TODAY**

Defendant notifies the Court of worsening neuropathic pain and lack of access to prescribed medications and devices following the removal of her belongings. Her current hotel stay ends today. Narrow, time-limited relief is necessary to prevent irreparable harm:

- Immediate supervised access or delivery of prescription medications, refrigerated medications, medical devices/supplies, and eyeglasses; if any item cannot be located within 6 hours, advance funds sufficient for same-day replacement, without prejudice
- Maintain current ADA-effective lodging (same room class, no required room change, refrigerator/kitchenette access) on direct bill for a short period pending hearing
- All preservation and chain-of-custody relief as requested in the proposed TRO

This preserves the status quo and Defendant's health without adjudicating ultimate rights.

**Respectfully submitted,**  
**/s/ Kathryn Copeland**  
**KATHRYN COPELAND**  
405 Crawford St. #2145  
Fort Worth, Texas 76104  
Tel: (817) 789-8498  
K.M.Copeland@tcu.edu  
**Defendant and Counter-Plaintiff**

### **VERIFICATION (UNSWORN DECLARATION)**

"My name is Kathryn Copeland. My date of birth is 06/28/1985, and my address is 405 Crawford St., Apt. 2145, Fort Worth, Texas 76104. I declare under penalty of perjury that the facts stated in the 'Verified Denials (Tex. R. Civ. P. 93)' section of this filing are true and correct."

Executed in Tarrant County, Texas, on September 29, 2025.

**/s/ Kathryn Copeland**  
**KATHRYN COPELAND**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above was served on Plaintiffs by electronically filing the same with the court's electronic filing service provider, which will send notification of service to all counsel of record, and by e-mail to Plaintiffs' / Counter-Defendants' counsel of record, on this 29<sup>th</sup> day of September, 2025.

/s/ Kathryn Copeland  
**KATHRYN COPELAND**

**NO. 141-370402-25**

**WEINSTEIN MANAGEMENT CO.,  
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**KATHRYN COPELAND,  
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**IN THE DISTRICT COURT OF**

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**141<sup>ST</sup> JUDICIAL DISTRICT**

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**Affidavit of Kathryn Copeland**

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I, Kathryn Copeland, declare under penalty of perjury:

1. I am the Defendant in this matter and have personal knowledge of the facts stated here unless otherwise noted. If called, I could and would testify competently.
2. On September 26, 2025, at approximately 10:41 a.m., I entered my apartment (Unit 2145) and found the front door open and nearly all of my belongings removed. No court order authorized removal on that date. Six days later, Plaintiffs' TRO hearing was set for October 2, 2025. True and correct copies of the TRO filing and the hearing correspondence are attached as Exhibits 3 and 4.
3. On September 27, 2025, attorney Michelle Sortor emailed me confirming that my belongings had been removed by a remediation vendor at Weinstein's direction and conditioning their return on my waiver of claims. A true and correct copy is attached as Exhibit 1.
4. On September 18, 2025, the Texas Department of Licensing and Regulation (TDLR) informed me the case regarding my unit had been forwarded to the Prosecution Division

on August 30, 2025 and that no new submissions from The Bowery had been received.

True and correct copies of TDLR emails are attached as Exhibits 2 and 8.

5. On September 19, 2025, in a recorded call, Plaintiffs' counsel stated they were "trying to get a new assessment, plan and protocol," and were "ready to start on the 22nd." A true and correct transcript is attached as Exhibit 6.
6. Between September 12–15, 2025, Weinstein representatives directed that mold containment remain in place and sought repeated "landlord inspections," evidencing their control and knowledge of environmental hazards. True and correct copies are attached as Exhibit 7.
7. On September 26, 2025, I issued a written preservation notice demanding a freeze on work, chain-of-custody, and non-overwrite holds on CCTV. Opposing counsel did not confirm a freeze. True and correct copies are attached as Exhibit 5 and related emails.
8. As a person with disabilities and medical vulnerability, I provided ADA/FHA accommodation requests (written-only communications, medically appropriate lodging, per-diem for essential care supplies, and uninterrupted access to medications and devices). Despite this, my medications and essential devices were removed or inaccessible, and I was displaced without basics. True and correct copies are attached as Exhibits 5 and my ADA/FHA notice (Exhibit 2).
9. The removal and disturbance of the apartment and contents during pending litigation destroyed and/or altered evidence (including contaminated building materials and contents) and jeopardized my health. Immediate court intervention is necessary to preserve remaining evidence, return my essential items, and prevent further harm.

Respectfully submitted,  
*Kathryn Copeland*  
**KATHRYN COPELAND**  
405 Crawford St. #2145  
Fort Worth, Texas 76104  
Tel: (817) 789-8498  
K.M.Copeland@tcu.edu

UNSWORN DECLARATION PURSUANT TO  
TEXAS CIVIL PRACTICE & REMEDIES CODE 132

“My name is Kathryn Marie Copeland, my date of birth is June 28, 1985 and my current address is 405 Crawford Street #2145, Fort Worth, TX 76104 in the United States of America. I declare under penalty of perjury that the foregoing is true and correct. Executed in Tarrant County, State of Texas, on the 29<sup>th</sup> day of September 2025.”

*Kathryn Copeland*  
Kathryn Copeland

# **Exhibit 1**

**Subject:** Fw: Formal Preservation Notice, Information Demand, and ADA/FHA Accommodations — Unit 2145 (Sept 26, 2025)  
**Date:** Saturday, September 27, 2025 at 9:30:40 AM Central Daylight Time  
**From:** Michelle Sortor  
**To:** Copeland, Katie  
**CC:** Glynis Zavarelli

**[EXTERNAL EMAIL WARNING]** DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Ms. Copeland,

The remediator company that is remediating your personal property is Dedicated Mold Specialist; Cameron Pass of Dedicated Mold Specialist can be reached at (972) 877 – 9991. If you choose to not have your property remediated and instead have your property returned to you, please indicate so – and same will be returned to your apartment pending the hearing on October 2. Please note – if you choose to have your property returned instead of having it remediated, Weinstein will not be held responsible for mold-related damage to your property and will not incur additional costs for further remediation of your property.

Regards,

Michelle Sortor

Michelle S. Sortor  
Wentz & Zavarelli, L.L.P.  
3120 Sabre Drive, Suite 170  
Southlake, Texas 76092

(469) 665 – 9100 – Telephone  
(469) 262 – 2078 – Direct Line  
(469) 665 – 9106 – Facsimile

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**From:** Copeland, Katie <[K.M.COPELAND@tcu.edu](mailto:K.M.COPELAND@tcu.edu)>  
**Sent:** Saturday, September 27, 2025 1:12:19 AM  
**To:** The Bowery - Kodi Walker <[kowalker@weinsteinproperties.com](mailto:kowalker@weinsteinproperties.com)>; Glynis Zavarelli <[gzavarelli@wandzlaw.com](mailto:gzavarelli@wandzlaw.com)>; Michelle Sortor <[msortor@wandzlaw.com](mailto:msortor@wandzlaw.com)>  
**Cc:** Brochstein, Amye <[amye.brochstein@phly.com](mailto:amye.brochstein@phly.com)>; Lile Benaicha <[lbenaicha@weinsteinproperties.com](mailto:lbenaicha@weinsteinproperties.com)>; John Douglas <[john@jadouglaslaw.com](mailto:john@jadouglaslaw.com)>  
**Subject:** Formal Preservation Notice, Information Demand, and ADA/FHA Accommodations — Unit 2145 (Sept 26, 2025)

To All Concerned,

This is a **formal preservation notice** and **reasonable-accommodation request**.

Effective immediately, **do not alter, remediate, move, clean, or dispose** of any areas or contents previously identified, including the **HVAC closet, guest/second bedroom, baseboards, drywall, carpet tack strips**, and any **staged contents** (wherever located). I will be requesting **neutral inspection** and **chain-of-custody** from the Court. **Confirm in writing** that **no further work** will occur until protocols and accommodations are in place. Absent a bona fide emergency, **do not enter Unit 2145**.

At approximately **10:41 a.m. on September 26, 2025**, I entered Unit 2145 and discovered the **door left open** and **nearly all of my belongings removed**. I received **no prior notice**. Calls to the property office went unanswered. This creates serious **preservation** and **safety** issues.

**Formal demand for information — respond in writing today:**

1. The **current location** (address and point of contact) of **all** of my belongings;
2. **Who authorized** their removal and **when**;
3. The **legal authority** for removal and any **chain-of-custody or storage** protocols in effect.

**Visible mold recurrence** was documented this morning in the **same corner previously identified**. **Preserve that area** (and adjacent materials) **without alteration** until a neutral **Texas-licensed mold assessor** appointed by the court can inspect and test. Any further disturbance after this notice will constitute **additional spoliation**.

**ADA/FHA accommodations (effective immediately):**

- I am a person with disabilities. I request **written-only communications** (email is preferred).
- I require **uninterrupted access to my medications and medical devices**.
- I am **displaced** without essentials (clothing, food, essential medications) due to the removal of my belongings.

**Immediate response deadlines (Saturday):**

- **By 10:00 a.m. CT today:**
  - Confirm the **location of my medications and essential medical items** and how they will be **delivered immediately this morning** (or secure retrieval).
  - Identify a **single written point of contact**.

- Confirm a **complete freeze** on work/entry absent emergency.
- **Within 24 hours:**
  - Identify the **security vendor** and **custodian of records**; provide the **retention policy** and **camera map** for the areas listed below; confirm “**no-overwrite**” holds are applied.
- **Within 3 business days:**
  - Provide **read-only CCTV exports** and **access-control logs** as specified below.

#### **Video preservation and production demand:**

- **Preserve** all CCTV/security footage covering **building entrances/exits, hallways, elevators, loading areas, the corridor serving Unit 2145, and Unit 2145’s doorway**, for **Sept 20, 2025 through the present** (apply **no-overwrite** holds).
- **Produce** read-only exports **with original metadata** (plus hash values and chain-of-custody notes) **within 3 business days**.
- Also **preserve and be prepared to produce**: key-fob/lock **audit logs**, contractor **sign-in sheets, work orders**, and any **body-cam or mobile video** related to entry into Unit 2145 or removal of my belongings.

If you proceed despite this notice, I will seek **immediate court intervention** for a **preservation order**, appointment of **neutral experts**, **cost-shifting**, and **sanctions**.

Please respond **in writing** by the deadlines above.

Sincerely,

Katie Copeland

Tel: 817-789-8498

Email: [K.M.Copeland@tcu.edu](mailto:K.M.Copeland@tcu.edu)

# **Exhibit 2**

**Subject:** RE: [ External Email ] Re: The Bowery at Southside - MLD20250017263  
**Date:** Thursday, September 18, 2025 at 1:55:25 PM Central Daylight Time  
**From:** Linda Coy  
**To:** Katie Copeland  
**Attachments:** image001.png

Ms. Copeland,

This case was recently forwarded to our Prosecution Division on August 30, 2025, and is pending per the prosecutor's review. Cases are reviewed in the order they are received; therefore, I cannot provide you with a specific date.

Please see below on how the complaint process:

*Please note*, TDLR is a Regulatory Administrative Agency, which means that Texas laws and rules state we have limited legal power to get restitution or refunds for you or to force the Respondent to do anything other than potentially pay penalties to the Department for the State of Texas and submit to license sanctions, assuming that a violation of Texas Occupations Code or Texas Administration Code Chapter can be proven. This does not mean that you do not have your own civil lawsuits (small claims court) that you may pursue to recoup any damages or losses that you believe you are entitled to. A complaint filed with the Department will not affect an outside court proceeding that you pursue or have pending. If a violation is issued to the Respondent, and the Respondent is willing and/or offers to make any repairs or refunds as part of the settlement in the case, the Prosecutor will take it into consideration at that time and will consider the options with both parties before agreeing to any settlement.

### **Resolution**

In all cases, the prosecutor decides how the case will be resolved. If the prosecutor determines that formal enforcement action is not warranted, due to insufficient evidence or other reasons, she will close the case informally by issuing a closing letter. She may also issue a warning letter to the respondent, recommending that he come into compliance with the applicable law. To proceed with formal enforcement action, the prosecutor issues a Notice of Alleged Violation (NOAV) seeking administrative penalties and possible sanctions against the respondent's license. An administrative penalty is a monetary fine paid by the respondent to the State of Texas. A sanction is an action upon the respondent's license, and may include suspension of the license, probation, a written reprimand, or outright revocation of the license. Administrative penalties and sanctions applicable to specific violations within each TDLR program are reflected in the [TDLR Enforcement Plan](#) which may be found on the Department's website.

Factors considered by the prosecutor in determining the amount of penalty or level of sanction include:

1. The severity or seriousness of the violation.
  - (2) Whether the violation was willful or intentional.
  - (3) Whether the respondent acted in good faith to avoid or mitigate the violation or to correct the violation after it became apparent.
  - (4) Whether the respondent has engaged in similar violations in the past.

- (5) The level of penalty or sanction necessary to deter future violations, both by the respondent and by the industry as a whole.
- (6) Any other matter that justice may require.

The Rules and Law for MLD can be found at: [Laws and Rules | Mold Assessors and Remedicators](#)

Thank you for your patience and cooperation, please continue to contact me via email, as I am currently working from home.

Sincerely,

Linda Coy  
Enforcement Legal Assistant  
Enforcement Division  
Texas Department of Licensing and Regulation  
Email: [Linda.Coy@tdlr.texas.gov](mailto:Linda.Coy@tdlr.texas.gov)  
Phone: 512.539.5639

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**From:** Katie Copeland <[REDACTED]@gmail.com>  
**Sent:** Tuesday, September 16, 2025 4:32 PM  
**To:** Ida Parmer <[Ida.Parmer@tdlr.texas.gov](mailto:Ida.Parmer@tdlr.texas.gov)>  
**Cc:** Linda Coy <[Linda.Coy@tdlr.texas.gov](mailto:Linda.Coy@tdlr.texas.gov)>  
**Subject:** Re: [ External Email ] Re: The Bowery at Southside - MLD20250017263

Thank goodness! Things have continued to spiral with retaliation, health decline, and I am hopeful that a simple call or letter from someone on the prosecution team will send a loud message. Let me know how I can help.

Warmly,  
Katie Copeland  
817-789-8498

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**From:** Ida Parmer <[Ida.Parmer@tdlr.texas.gov](mailto:Ida.Parmer@tdlr.texas.gov)>  
**Date:** Tuesday, September 16, 2025 at 4:27 PM  
**To:** Katie Copeland <[REDACTED]@gmail.com>  
**Cc:** Linda Coy <[Linda.Coy@tdlr.texas.gov](mailto:Linda.Coy@tdlr.texas.gov)>  
**Subject:** RE: [ External Email ] Re: The Bowery at Southside - MLD20250017263

Katie,  
This case was forwarded to the Prosecution team on August 30th. I have not received anything further from The Bowery at Southside. Any further questions should be referred to the assigned Legal Assistant, Linda Coy.

Thank you,

Ida Parmer  
Investigator IV  
Enforcement Division - TDLR

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**From:** Katie Copeland <[REDACTED]@gmail.com>  
**Sent:** Monday, September 15, 2025 9:16 PM  
**To:** Ida Parmer <[Ida.Parmer@tdlr.texas.gov](mailto:Ida.Parmer@tdlr.texas.gov)>  
**Subject:** Re: [ External Email ] Re: The Bowery at Southside - MLD20250017263

Hello Ms. Parmer,

I am following up regarding the mold remediation for my apartment. I am wondering if a new protocol was submitted and how to ascertain whether it is covering all 3 areas of toxic mold and whether it includes cleaning my property. I have been forced back into the unit despite its uninhabitability due to the landlord refusing to follow ADA laws... again.

I appreciate any help you can provide. I want a safe place to live. Can you send me a copy of the protocol? Aren't they supposed to be doing that?

Warmly,  
Katie Copeland  
817-789-8498

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**From:** Ida Parmer <[Ida.Parmer@tdlr.texas.gov](mailto:Ida.Parmer@tdlr.texas.gov)>  
**Date:** Thursday, July 24, 2025 at 5:29 PM  
**To:** Katie Copeland <[REDACTED]@gmail.com>  
**Subject:** RE: [ External Email ] Re: The Bowery at Southside - MLD20250017263

Katie,  
Please do not send duplicates of supporting documents that you have already sent.

Yes, I have read both the Assessment and Protocol that was prepared by Kyle Reist, as well as the email thread between you and The Bowery. There is no miscommunication between me and The Bowery, or any misunderstanding on my part of the surface area that Mr. Reist reported would need to be remediated for mold. I am well aware that the surface area of mold to be remediated is greater than 25 Contiguous Square Feet.

**The Bowery at Southside has stated, regarding the alleged remediation on June 27:**

*No mold remediation of any kind was performed in Ms. Copelands home (#2145) on 6/27. Myself, and my maintenance supervisor entered the home to take photos and moisture readings, which Ms. Copeland allowed us to do and was present during the time.*

*No one has started, completed, or otherwise performed remediation as we are working with ServPro on this project. Information of remediation and Servpro inspection was sent on 7/23.*

**Here is a copy of my investigation so far. This is an on-going investigation so this is not complete and should not be construed as complete and/or final:**

*The Texas Department of Licensing and Regulation (TDLR) has received a complaint that was filed by complainant Katie Copeland against respondent The Bowery at Southside alleging mold remediation by person(s) without the proper license at 405 Crawford Street, Apt 2145, Fort Worth, TX 76104 on or about the month of June 2025.*

*Complainant reported that she hired Kyle Reise and BioTex Inspections, LLC. He performed the inspection on June 18, 2025. Complainant reported that she received the results on June 22, and the complainant forwarded that report to the Respondent on June 27, along with a request for a proper remediation protocol.*

*During the investigation, it was learned by Investigator Parmer that TDLR licensed Kyle Reise, MAC1742, conducted the mold assessment/inspection of the complainant's apartment at 405 Crawford Street, Apt 2145, Fort Worth, TX on or about June 18, 2025, and wrote the remediation protocol on or about July 13, 2025.*

*The following is a partial Mold Assessment report from Reist:*

*BioTex Inspections, LLC performed a limited inspection for visible fungal growth and/or indoor air quality relating to airborne/settled fungi at 405 Crawford Street, Apt. 2145, Fort Worth, TX ("Residence") on June 18, 2025. Kyle Reist of BioTex Inspections, a Texas Licensed Mold Assessment Consultant (TDSHS license No. MAC1742), performed and conducted the inspection, which consisted of a limited visual inspection of the structure's interior and exterior, hygrometer to measure relative humidity, borescope camera to investigate wall cavities and HVAC vents, and a moisture meter/infrared camera to analyze surfaces for moisture.*

*BioTex Inspections collected three (3) air quality samples, two (2) surface swab samples and one (1) tape lift sample at the time of the investigation; the samples were sent to EMSL Analytical, Inc. (Texas Mold Lab License: LAB1032).*

*Reise reported that during a visual fungal investigation, he found visible mold in the:*  
*\*Front entryway*  
*\*HVAC closet area*

\*Guest bedroom.

*The air sampling detected elevated counts of Aspergillus/Penicillium, Chaetomium and Stachybotrys/Memnoniella, slightly elevated levels of Stachybotrys/Memnoniella and the remaining molds tested at acceptable levels.*

*A previous leak coming from the HVAC closet has resulted in extensive water damage and mold growth in the guest bedroom and areas surrounding the HVAC closet. Mold growth was observed on the baseboards, drywall, and carpet tack strip at the time of the mold assessment.*

*Reise reported that the affected areas exceed 25 contiguous square feet therefore recommends that a licensed Mold Remediation Contractor be retained for the removal of the impacted materials.*

*BioTex Inspections (owned by Reise) notified the client that the apartment is unfit for human occupancy until mold remediation of the residence/facility/structure (including all items/contents within) is performed in accordance with the Texas Mold Assessment and Remediation Administrative Rules.*

*\*See in doc file: From Investigator - Partial View Reise Inspection and Conclusion*

*Respondent contracted Licensed Mold Remediation Company, DRC Fort Worth LLC, dba ServPro North Fort Worth (RCO1496), to provide the service of mold remediation.*

*Respondent provided Investigator Parmer with the Estimate from the Remediation company, which is licensed, RCO1496 and a copy of the Mold Remediation Protocol from Reise.*

*\*See in doc file:*

*From Respondent - Estimate from DRC/ServPro for Remediation*

*From Respondent - BioTex Mold Protocol - Final Combined - Copeland*

*Investigator learned from Rebecca Lay, person who wrote the estimate, with DRC Fort Worth LLC, the project manager is Emiliano Evan Simental, MRC1913.*

*Lay stated that they have not started the remediation project because they only received the Protocol on July 22, after they submitted an estimate to the Bowery on July 14 or 15, 2025. She stated they were not able to start the project until they received the protocol.*

*At the time of Investigator Parmer's investigation, according to the Respondent they*

*have not attempted, started, or completed mold remediation on complainant's apartment by unlicensed person(s).*

*List of documents in the document section:*

- \*From Investigator - Partial View Reise Inspection and Conclusion*
- \*From Complainant - BioTex Mold Assessment Report*
- \*From Remediation Company - 07.23.25 email response have not started remediation*
- \*From Complainant - Request for Immediate Relocation to Hotel Due to Confirmed Mold Contamination.eml*
- \*From Complainant - 7.22.25 Re: Hotel Update!.pdf*
- \*From Complainant - 7.23.25 Re: Request for Immediate Relocation to Hotel Due to Confirmed Mold Contamination.pdf*
- \*From Respondent - Estimate from DRC/ServPro for Remediation*
- \*From Respondent - BioTex Mold Protocol - Final Combined - Copeland*

*Documents from Intake:*

- \*Complaint*
- \*Vision Issues (optimized)*
- \*3.5.25 Urgent Mold Issue & Health Concerns*
- \*Images of mold and witness statement*
- \*BioTex Mold Assessment Report*
- \*Neuropsych Eval 3.12.25*
- \*1.17.24 - 6.3.25 Selection of Maintenance Requests*

Katie, I am not able to open anything from “dropbox”; however, I have been able to open files from “Google” share drive, but you will need to give me permission with Google.

Please let me know what Kodi Walker and the male employee done while inside your apartment as watching a video may not tell me the entire story as I wasn’t there and did not witness it firsthand. Kodi Walker is stating they only measured and took moisture readings.

Thank you,  
Ida Farmer  
Investigator IV  
Enforcement Division – TDLR

**Subject:** Case MLD20250017263 The Bowery at Southside  
**Date:** Friday, September 26, 2025 at 11:11:20 AM Central Daylight Time  
**From:** Linda Coy  
**To:** [REDACTED]@gmail.com

Ms. Copeland,

I received your voice message and believe it is regarding the case number above. This case was recently investigated and was sent to our Prosecution Division on 8-30-2025. It is pending a prosecutor's review for determining how to resolve the case. I cannot provide you with a specific date when this will happen, as cases are reviewed in the order they are received.

*Should you have any new information or documentation, please forward it to me via email and please provide the case number at all times.*

Please see below on how the complaint process works:

*Please note*, TDLR is a Regulatory Administrative Agency, which means that Texas laws and rules state we have limited legal power to get restitution or refunds for you or to force the Respondent to do anything other than potentially pay penalties to the Department for the State of Texas and submit to license sanctions, assuming that a violation of Texas Occupations Code or Texas Administration Code Chapter can be proven. This does not mean that you do not have your own civil lawsuits (small claims court) that you may pursue to recoup any damages or losses that you believe you are entitled to. A complaint filed with the Department will not affect an outside court proceeding that you pursue or have pending. If a violation is issued to the Respondent, and the Respondent is willing and/or offers to make any repairs or refunds as part of the settlement in the case, the Prosecutor will take it into consideration at that time and will consider the options with both parties before agreeing to any settlement.

#### **Resolution**

In all cases, the prosecutor decides how the case will be resolved. If the prosecutor determines that formal enforcement action is not warranted, due to insufficient evidence or other reasons, she will close the case informally by issuing a closing letter. She may also issue a warning letter to the respondent, recommending that he come into compliance with the applicable law. To proceed with formal enforcement action, the prosecutor issues a Notice of Alleged Violation (NOAV) seeking administrative penalties and possible sanctions against the respondent's license. An administrative penalty is a monetary fine paid by the respondent to the State of Texas. A sanction is an action upon the respondent's license, and may include suspension of the license, probation, a written reprimand, or outright revocation of the license. Administrative penalties and sanctions applicable to specific violations within each TDLR program are reflected in the [TDLR Enforcement Plan](#) which may be found on the Department's website.

Factors considered by the prosecutor in determining the amount of penalty or level of sanction include:

1. The severity or seriousness of the violation.
  - (2) Whether the violation was willful or intentional.
  - (3) Whether the respondent acted in good faith to avoid or mitigate the violation or to correct the violation after it became apparent.

- (4) Whether the respondent has engaged in similar violations in the past.
- (5) The level of penalty or sanction necessary to deter future violations, both by the respondent and by the industry as a whole.
- (6) Any other matter that justice may require.

Below is the link of rules and law for MOLD:

[Laws and Rules | Mold Assessors and Remediators](#)

Thank you for your patience and cooperation, please continue to contact me via email, as I am currently working from home.

Sincerely,

Linda Coy  
Enforcement Legal Assistant  
Enforcement Division  
Texas Department of Licensing and Regulation  
Email: [Linda.Coy@tdlr.texas.gov](mailto:Linda.Coy@tdlr.texas.gov)  
Phone: 512.539.5639

# **Exhibit 3**

CAUSE NO. \_\_\_\_\_

**WEINSTEIN MANAGEMENT  
COMPANY, INC. AND WMCI  
DALLAS XC, LLC,****Plaintiffs,****v.****KATHRYN COPELAND,****Defendant.****IN THE DISTRICT COURT OF****§****§****§****§****§****§****§****§****§****§****§****TARRANT COUNTY, TEXAS****JUDICIAL DISTRICT**

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**TEMPORARY RESTRAINING ORDER**

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On this day came on to be heard, Plaintiffs', Weinstein Management Company, Inc., and WMCI Dallas XC, LLC, Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunctions, Upon hearing and notice to Defendant, Kathryn Copeland, and after considering Plaintiffs', Weinstein Management Company, Inc., and WMCI Dallas XC, LLC, Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunctions, the Court finds that harm is imminent to Plaintiffs, and if the Court does not issue the Temporary Restraining Order, Plaintiffs will be irreparably injured. Therefore, , the Court is of the opinion that the following order should issue, to restrain and enjoin Defendant from interfering with the repair and remediation of purported mold in her apartment unit, to include refusing to allow Weinstein Properties' staff and/or third-party vendors access to the apartment in order to perform actions necessary to repair, remediate, and safeguard the apartment unit and fixtures within. The Court finds that injunctive relief is necessary to prevent further damage to the apartment unit and/or fixtures within.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiffs' request for injunctive relief is hereby **GRANTED**.
2. Plaintiffs have standing to seek injunctive relief to ensure remediation/repair work will be performed without further delay by Defendant, and prevent further damage and safeguard their property.
3. Plaintiffs do not have an adequate remedy at law, as Defendant's continued interruption, delay, and/or interference with vital maintenance, repair, and/or remediation of the property places Plaintiffs in actual danger of damage to their property.
4. Plaintiffs have a probable right to recovery under their breach of contract, declaratory judgment, and/or tortious interference with contract claims.
5. Therefore, by this Order, the Court issues this Temporary Restraining Order, **GRANTED PLAINTIFFS INJUNCTIVE RELIEF AND RESTRAINING DEFENDANT FROM THE FOLLOWING:**
  - a. Interfering with and/or preventing Plaintiffs from moving Defendant's personal property items within the unit, as may be necessary to effectuate repairs, remediation, and/or safeguarding of Plaintiffs' property;
  - b. Preventing Plaintiffs, their staff, their representatives and/or agents, and/or their vendors from entering the premises at 405 Crawford St., Apt. 2145;
  - c. Entering the premises located at 405 Crawford St., Apt. 2145, after a notice has been placed on the front door, in compliance with the applicable rules of the Texas Department of Licensing and Regulation, that mold remediation is being undertaken in the apartment;
  - d. Entering the premises located at 405 Crawford St., Apt. 2145, after remediation has been completed and while other necessary repairs (including sheetrock repair, drywall installation, and painting) are taking place;
  - e. Disparaging Plaintiffs' business operations to third-parties, including but not limited to: Texas Department of Licensing and Regulation, City of Fort Worth Human Relations Committee, City of Fort Work Code Compliance, and Plaintiffs' vendors and business partners; and
  - f. Sending harassing correspondence, cease and desist letters and/or emails, and/or making threats of litigation or threats of filing of criminal charges to Texas Department of Licensing and Regulation, City of Fort Worth Human Relations Committee, City of Fort Work Code Compliance, and against Plaintiffs' vendors and business partners, until such time as the remediation/repair of the apartment

and business partners, until such time as the remediation/repair of the apartment unit is complete or until October 26, 2025, when Defendant's lease terminates.

The Court finds that the issuance of \$100.00 in security of a bond is sufficient to protect any interests of Defendant in this matter. The bond shall be affixed with two or more good and sufficient sureties, or shall be made in cash.

The foregoing Order shall remain in effect from the date and time of the entry of this Order until fourteen days after entry or until further agreed by the parties or as otherwise ordered by this Court.

This Court further Orders the Clerk to issue notice to Defendant that the hearing on the Plaintiffs' Application for Temporary Injunction is set for: \_\_\_\_\_, 2025, at \_\_\_\_ a.m./p.m.

The purpose of the hearing will be to determine whether a temporary injunction should be issued upon the same grounds and particulars as specified herein or as requested in Plaintiffs' then-current petition. This hearing will take place in person at the Tom Vandergriff Civil Courts Building located at 100 North Calhoun Street, Fort Worth, TX 76196.

The Clerk shall, forthwith, issue a temporary restraining order in conformity with the law and the terms of this Order.

**SIGNED on** \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m.

**DISTRICT COURT JUDGE**

## **Automated Certificate of eService**

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

**Envelope ID:** 105845536

**Filing Code Description:** Petition

**Filing Description:** Plaintiffs' Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunction  
**Status as of** 9/19/2025 3:23 PM CST

### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
John AllenDouglas		john@jadouglaslaw.com	9/19/2025 2:43:14 PM	NOT SENT
Kathryn Copeland		k.m.copeland@tcu.edu	9/19/2025 2:43:14 PM	NOT SENT
Glynis L.Zavarelli		gzavarelli@wandzlaw.com	9/19/2025 2:43:14 PM	NOT SENT
Rebecca Young		ryoung@wandzlaw.com	9/19/2025 2:43:14 PM	NOT SENT
Michelle Sortor		msortor@wandzlaw.com	9/19/2025 2:43:14 PM	NOT SENT
Krystina Hickey		khickey@wandzlaw.com	9/19/2025 2:43:14 PM	NOT SENT
Courtney Cotten		ccotten@wandzlaw.com	9/19/2025 2:43:14 PM	NOT SENT

# **Exhibit 4**

**Subject:** Re: Copeland/Weinstein  
**Date:** Monday, September 22, 2025 at 10:09:13 AM Central Daylight Time  
**From:** Glynis Zavarelli  
**To:** Copeland, Katie  
**CC:** Michelle Sortor

**[EXTERNAL EMAIL WARNING]** DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Ms Copeland-

Your stay can be extended through tonight (the hotel is booked after that date)- and Weinstein has made arrangements for the extension.

On a separate matter-

You have answered the lawsuit Weinstein filed and as such- issuance of citation/service is no longer necessary.

We have been in touch with the court to obtain a hearing date and the court has Thursday October 2 available for both the TRO and Temporary Injunction hearing- starting at 9:30. If we all will agree to have both hearings held on the same date- we can schedule both for that date. If not- we will be proceeding with the TRO hearing only on October 2 and will be sending out that notice within the next hour.

Please confirm receipt of this email.

Thank you-  
Glynis Zavarelli  
Sent from I phone

On Sep 21, 2025, at 6:55 PM, Copeland, Katie <[K.M.COPELAND@tcu.edu](mailto:K.M.COPELAND@tcu.edu)> wrote:

Thank you, I did not see your email yesterday until late in the evening, so I checked in today. Can you please extend the stay for a few days? I have not had time to look at other options yet, but I will work on that.

**Katie Copeland**  
817-789-8498

On Sep 20, 2025, at 11:05 AM, Glynis Zavarelli <[gzavarelli@wandzlaw.com](mailto:gzavarelli@wandzlaw.com)> wrote:

**[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.**

Ms. Copeland:

It appears that the issue was that the hotel was requiring a credit card for incidentals.

Weinstein has reached out to the hotel and the room has been secured. It is my understanding that the hotel should not now be requiring a separate credit card from you when you check in and that you will just be required to present some form of identification.

Here is the confirmation number:

**Sat, Sep 20, 2025 – Mon, Sep 22, 2025**

**Confirmation Number: 96000258**



Please note that regardless of what may show, from the hotel's perspective, as authorized for your stay in terms of securing this room, Weinstein is not authorizing you to use its credit card to charge incidentals.

I am not available the remainder of today to further assist.

Thank you -

Glynis L. Zavarelli  
Wentz & Zavarelli, LLP  
3120 Sabre Drive, Suite 170  
Southlake, Texas 76092  
(469) 665-9100  
Cell: (817) 832-3689

**Sent:** Friday, September 19, 2025 9:27 PM  
**To:** Glynis Zavarelli <[gzavarelli@wandzlaw.com](mailto:gzavarelli@wandzlaw.com)>  
**Cc:** Michelle Sortor <[msortor@wandzlaw.com](mailto:msortor@wandzlaw.com)>  
**Subject:** Re: Copeland/Weintstein

The hotel won't let me check into the room. They said the room isn't paid for and my credit card didn't go through.

I had to wait until now to come over here because Bowie House still had a bunch of my stuff and said they would deliver it to the apartment. I finally gave up on waiting on them and came to the hotel.

Of course now Bowie House is ready to deliver my stuff so I'm about to have more stuff in the lobby with no room to put it in. And I spent what was left of my money on the Uber to get here.

This is why I keep asking for reimbursement or per diem because I have no way to make it with all of these expenses.

**Katie Copeland**  
817-789-8498

On Sep 19, 2025, at 5:12 PM, Glynis Zavarelli <[gzavarelli@wandzlaw.com](mailto:gzavarelli@wandzlaw.com)> wrote:

**[EXTERNAL EMAIL WARNING]** DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Ms. Copeland:

Please see attached- your room reservation for tonight through Sunday night at the Worthington.

On a separate issue – will you accept service, by email, of the Original Petition, and request for injunctive relief that was filed today (you have been provided a copy via Eserve).

Thank you -

Glynis L. Zavarelli  
Wentz & Zavarelli, LLP  
3120 Sabre Drive, Suite 170  
Southlake, Texas 76092  
(469) 665-9100  
Cell: (817) 832-3689

<Copeland - Hotel Reservation; The Worthington.pdf>

# **Exhibit 5**

**Subject:** RE: Hotel stay  
**Date:** Friday, September 26, 2025 at 9:41:02 AM Central Daylight Time  
**From:** Michelle Sortor  
**To:** Copeland, Katie  
**Attachments:** Reservation Confirmation #85759936 for The Worthington Renaissance Fort Worth Hotel\_Redacted.pdf

**[EXTERNAL EMAIL WARNING]** DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Good morning Ms. Copeland.

Attached, please find your room reservation information for the Worthington, through Monday. You will need to check out of your current room prior to the check-out time today. Your new room will be available through Monday, until check-out time Monday. Please note, we have upgraded your room for the weekend only - The Worthington is unable to accommodate you at your current room, and we are unable to extend your upgraded room past Monday.

Please provide your alternative lodging options as soon as possible today, so that I/my client can review same, to ensure that we can make appropriate arrangements by Monday. Please note that neither I nor Glynis will be available Monday afternoon to accommodate last-minute lodging requests.

Regards,

Michelle Sortor

Michelle S. Sortor  
Wentz & Zavarelli, L.L.P.  
3120 Sabre Drive, Suite 170  
Southlake, Texas 76092

(469) 665 – 9100 – Telephone  
(469) 262 – 2078 – Direct Line  
(469) 665 – 9106 – Facsimile

---

**From:** Michelle Sortor <[msortor@wandzlaw.com](mailto:msortor@wandzlaw.com)>

**Sent:** Thursday, September 25, 2025 5:40 PM

**To:** Copeland, Katie <[K.M.COPELAND@tcu.edu](mailto:K.M.COPELAND@tcu.edu)>

**Subject:** Re: Hotel stay

Ms. Copeland - your stay has been extended at The Worthington until Monday, although you will not be able to stay in your same room over the weekend - it is sold out. I will have complete details in the morning.

Regards,

Michelle Sortor

Michelle S. Sortor  
Wentz & Zavarelli, L.L.P.  
3120 Sabre Drive, Suite 170  
Southlake, Texas 76092

(469) 665 – 9100 – Telephone  
(469) 262 – 2078 – Direct Line  
(469) 665 – 9106 – Facsimile

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**From:** Michelle Sortor  
**Sent:** Thursday, September 25, 2025 2:45:33 PM  
**To:** Copeland, Katie <[K.M.COPELAND@tcu.edu](mailto:K.M.COPELAND@tcu.edu)>  
**Subject:** RE: Hotel stay

Ms. Copeland – we are working with the hotel but have not yet received confirmation. Once I have more information, I will provide same to you.

Regards,

Michelle Sortor

Michelle S. Sortor  
Wentz & Zavarelli, L.L.P.  
3120 Sabre Drive, Suite 170  
Southlake, Texas 76092

(469) 665 – 9100 – Telephone  
(469) 262 – 2078 – Direct Line  
(469) 665 – 9106 – Facsimile

---

**From:** Copeland, Katie <[K.M.COPELAND@tcu.edu](mailto:K.M.COPELAND@tcu.edu)>  
**Sent:** Thursday, September 25, 2025 12:10 PM  
**To:** Michelle Sortor <[msortor@wandzlaw.com](mailto:msortor@wandzlaw.com)>  
**Subject:** Hotel stay

Hello, were you able to connect with the Worthington regarding a long-term stay?

**Katie Copeland**  
817-789-8498

From:  
To:  
Subject:  
Date:

[Renaissance Hotels Reservations](#)

Reservation Confirmation #85759936 for The Worthington Renaissance Fort Worth Hotel  
Thursday, September 25, 2025 5:15:58 PM

**Caution:** This is an EXTERNAL EMAIL - Be cautious of clicking links and opening attachments.

If you suspect that this is a phishing email, report this to IT by entering a computer help ticket.

[ENHANCE YOUR STAY](#) | [SUMMARY OF CHARGES](#) | [CONTACT US](#)

## The Worthington Renaissance Fort Worth Hotel



200 Main Street Fort Worth, Texas 76102 USA

+1-817-870-1000

Thank you for booking with us, Kathryn Copland.

## Discover This Way

Fri, Sep 26, 2025 – Mon, Sep 29, 2025

Confirmation Number: 85759936



[Check In Now](#)

The Worthington Renaissance Fort Worth Hotel



Check-In: Friday, September 26, 2025

04:00 PM

Check-Out: Monday, September 29, 2025

11:00 AM

Number of rooms	1 Room
Guests per room	1 Adult
Guarantee Method	Credit Card Guarantee, Visa
Total for Stay (all rooms)	2,159.08 USD

### Room 1

Room Type  2 Queen Beds, Suite  
[UPGRADE ROOM !\[\]\(4ca837d8d64022f82749a74310449676\_img.jpg\)](#)

#### Guaranteed Requests:

Balcony

[ALL REQUESTS !\[\]\(7487782dbad083afbf914fa6b7731eae\_img.jpg\)](#)

[Manage Stay](#)

## Important Information About Your Stay

- In order to prepare for your upcoming stay, we invite you to [learn more](#) about what to expect when you arrive and the experiences that await you.
- A daily Texas Recovery Fee of 0.81 percent will be added to the room rate.
- Upon early departure, an Early Departure Charge of one night's rooms and applicable tax may apply.

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Discover hidden gems only a local would know with Renaissance's local navigator

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recommendations, personally curated weekly by our hotel's Navigator.

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Kathryn Copland, you could earn 17,970 points on this stay as a Marriott Bonvoy® member — it's free and easy to join.

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## Summary Of Charges

Friday, September 26, 2025 – Saturday, September 27, 2025

1 Night at 709.00 USD per night per room

Flexible Rate

Saturday, September 27, 2025 – Sunday, September 28, 2025

1 Night at 619.00 USD per night per room

Flexible Rate

Sunday, September 28, 2025 – Monday, September 29, 2025

1 Night at 469.00 USD per night per room

Flexible Rate

#### Taxes & Fees (per night per room)

Estimated Government Taxes & Fees 103.63 USD

State Cost-Recovery Fee 4.85 USD

Local Government Fee 12.22 USD

#### Totals

Total for Stay (all rooms) 2,159.08 USD

#### Other Charges

On-site parking, fee: 39.00 USD daily

Valet parking, fee: 48.00 USD daily

Valet Overnight \$48; Self-Parking Overnight \$39; Oversized vehicles \$60;  
Parking fees exclude tax/USD

## Rate Details & Cancellation Policy

- You may cancel your reservation for no charge before 11:59 PM local hotel time on Tuesday, September 23, 2025 (3 day[s] before arrival).
- Please note that we will assess a fee of 831.66 USD if you must cancel after this deadline.
- Please note that a change in the length or dates of your reservation may result in a rate change.

### Rate Guarantee Limitation(s)

- Changes in taxes or fees implemented after booking will affect the total room price.

### Additional Information

- Upon check-in an authorization request will be placed on your credit or debit card (where accepted) in an amount equal to the cost of the room, tax and incidental charges for the length of your stay (up to seven nights). If your stay exceeds seven nights, an additional authorization may be requested for the entire amount of your stay (room, tax and incidentals). Upon check-out, your payment card will be charged for the actual amount incurred during your stay.

## Contact Us

### Phone Numbers

Call 1-800-HOTELS1 (468-3571) in the US and Canada

[For everywhere else, call our Worldwide Telephone Numbers](#)

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You may opt out of promotional emails at any time [here](#). Each email also includes a link to unsubscribe. Please note: should you unsubscribe, you will continue to receive emails such as reservation confirmations, hotel stay receipts and changes to program terms and conditions.

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MARRIOTT PROPRIETARY INFORMATION

# **Exhibit 6**

# Transcript of Call with Glynis Zavarelli – September 19, 2025

## Audio file

[2025.09.19 Phone Call with Glynis Zavarelli re Certificate of Conference and accommodations.m4a](#)

## Transcript

00:00:00 Glynis Zavarelli

This is Glynis.

00:00:01 Kathryn Copeland

Oh, hi, Glynis. This is Katie Copeland. I just got your voicemail about the certificate of conference and I was wondering if you're going to set it for hearing like through the court so I'll get notice.

00:00:16 Glynis Zavarelli

Of course, yeah.

00:00:19 Kathryn Copeland

Because I've never like interfered with the remediation getting done, I've just said, "hey, we got to do it right through TDLR," like get approvals and do proper mold remediation that's legal.

00:00:36 Glynis Zavarelli

So can I mark that I was able to confer with you and you're not in an agreement with having an injunction entered against you?

00:00:44 Kathryn Copeland

Correct.

00:00:46 Glynis Zavarelli

Okay, yes. And then we'll get it set for hearing as soon as possible. I also left a message for Mr. Douglas on both phones that I have for him, the one with the bar, which I don't think really even where he works anymore, but regardless, it's still showing on the bar and then

on the one that's on his letterhead and I've just left him a message that said basically the same thing that.

Well, the message for the text on the Texas bar related number. I just said I'm calling to talk to him. The other one that I knew to be a number fully associated with him. I left a message similar to what I just left for you.

00:01:19 Kathryn Copeland

So you know that TDRL has like moved the case to the prosecutor, right? So it's not me preventing things from going forward.

00:01:33 Glynis Zavarelli

I mean, I I'm I'm I'm not aware of TDRL stopping our remediation work that we've got scheduled at all Miss Copeland. They've not done anything like that.

00:01:47 Kathryn Copeland

So yeah, well, I I don't know if I mean. Has there been a new mold assessment?

00:01:57 Glynis Zavarelli

There was.

00:01:59 Kathryn Copeland

I know that you sent over a couple of names at one point.

00:02:08 Glynis Zavarelli

Yes, there was a new mold assessment done and that, a new mold protocol company put together a protocol. That information was all provided to the TDRL and provided timely.

00:02:24 Kathryn Copeland

I was told that, when I asked Ida Palmer, the investigator, about it, she said she had not received anything new because I wanted to get a copy of the mold assessment report and the remediation protocol to make sure it included all areas that are affected and she said she hadn't received anything and that it had been moved to the prosecution department.

00:02:55 Glynis Zavarelli

Yeah, I mean, I can't speak obviously for Ms. Parmer and how their offices work, Ms. Copeland, but I do know that the folks that Weinstein hired to do the assessment, prepare the protocol, and then get the remediation started have all done what they're supposed to do with TDRL.

Like I said, I don't know what, I can't speak for Ms. Parmer and what her division of TDLR would do with respect to that because that's the investigation division. So I think they have separate roles, but yeah, we're ready to start it.

00:03:28 Kathryn Copeland

I think I'm entitled to a copy of that assessment report, though, and the remediation protocol.

00:03:42 Glynis Zavarelli

Okay, I don't know that you actually are entitled to a copy of that, but under any particular statute or requirement, but I will talk to Weinstein about providing that to you. Okay. It'll come from me.

So I'll try to get in touch with them and see if they're okay with me sending that your way and like I said, with respect to any hearing that gets set, of course you would get notice and I'll give it to Mr. Douglas too. I don't know that he's going to be assisting on this, but I'm not sure.

00:04:12 Kathryn Copeland

Kind of depends on how things are going.

00:04:17 Glynis Zavarelli

Yeah, I mean my intent though, Miss Copeland was to let him know about it too, just in case, right?

00:04:21 Kathryn Copeland

Yeah, of course.

00:04:23 Glynis Zavarelli

And so yeah.

00:04:23 Kathryn Copeland

I was going to ask ohh about. So where, I mean, where am I going to sleep tonight? Because I've just been getting sicker and sicker. Like even right now I'm sitting outside in the common space at the apartment complex because it's the only place. I have that I can be.

00:04:44 Glynis Zavarelli

Yeah, the only hotel that I'm aware of that Weinstein has approved is that Holiday Inn Express in Fort Worth.

So I will. I mean, did you see?

00:04:55 Kathryn Copeland

Did you see my e-mail this morning like explaining how it's between a service road and two busy roads that intersect so that would, because of my cognitive problems and my balance problems, that would like prevent me from being able to even cross the street to go get food or something.

So that's why I was hoping we could consider some of these other options downtown that are actually, because that, I don't know if you realize that Holiday Inn, it says downtown, but it's actually outside the edges of downtown by all this, you know, traffic. Whereas a place that's truly downtown would be more pedestrian friendly.

00:05:50 Glynis Zavarelli

Yeah, I have not seen that, but I will look for it and then I'll communicate with Weinstein this afternoon and I will e-mail you back.

00:05:58 Kathryn Copeland

Okay, thank you.

00:06:00 Glynis Zavarelli

And I guess you're still at the apartment.

00:06:02 Kathryn Copeland

Yeah.

00:06:06 Glynis Zavarelli

Okay.

00:06:08 Kathryn Copeland

I know you had said that work was going to start on the 22nd, but that's why I was confused and sent the e-mail to TDLR because I thought you had to have the protocol on file at least five business days in advance and I hadn't seen it, so.

00:06:23 Glynis Zavarelli

Well, like I said, I mean, I'm obviously not the most people doing this work. I'm not a TDLR licensed person, but it's my understanding they've complied with all the deadlines that are required to be able to start on the 22<sup>nd</sup> and that's what we would like to be able to have happen so that we can get you back into that apartment as soon as possible.

00:06:43 Kathryn Copeland

Do you know if that includes the area where all the black mold is in the front hallway because that was excluded on the previous protocol.

00:06:57 Glynis Zavarelli

Yeah, I don't. I haven't seen your protocol. The updated protocol. I don't know that I ever saw the original protocol, to be honest with you, I can't remember now, but. I haven't seen the updated one that's been done. I can't answer that because I don't, I just don't have the documents. I think you've now asked me for the assessment report and the protocol, right? You wanted both of those.

00:07:18 Kathryn Copeland

Yeah, the assessment and the protocol. And mostly I just want to make sure to like it addresses, I don't know how they decontaminate property, but I know that's something that can be done and that would be part of a protocol to make sure it's all three areas of mold and all, affected property be decontaminated.

And, I truly do want to reach a resolution and I think the smartest thing would be for let's just get my stuff moved out and like into a storage somewhere so that y'all can do your work, you know, without any of my stuff in your way and I don't have to worry about any of my stuff getting damaged or contaminated.

But I just need to have those conversations and I can't always communicate like right now I'm doing well, but sometimes I have a lot of trouble getting words to my mouth. Like if that makes sense.

00:08:31 Glynis Zavarelli

So one, I think obviously the remediation we need to get figured out and taken care of and all that, and that's what this temporary injunction deal was about that conference tried to, did this conference for you on.

But you brought up something separate, and what I want you to know is this, regardless of getting this apartment remediated, which we need to do and we need to get you back in it, we do appreciate that we need to get resolution to some of the other claims that you made.

So I want you to know that it's still a goal of mine, and I understand your comments right now about your guilty when you are or not really able to have those kinds of conversations.

I am similarly situated. I think the last several times you've sent any kind of involved e-mail or letters, I've been out of town, in court all day long, in depositions all day, so I'm not frequently in my office to even get information like this and be able to respond quickly. So that is the reason, Ms. Copeland, I suggested back on August 26<sup>th</sup> that you and Mr. Douglas and I and somebody from Weinstein, that we use a mediator and we will pay for your mediation fee.

We're not even asking you to do that. But let's get a mediator involved that we can all sit down on a time that we've organized and scheduled for so nobody's caught off guard and nobody is rush for time or whatever, because they have to go somewhere else that we can sit down and really have the discussions that we need to have to truly get all of this resolved. Because that's been my goal since.

00:09:57 Kathryn Copeland

Yeah, but I don't. I don't think they are even like close to realizing how much damages this is going to be, and I don't think they're going to send you with the authority to settle this for what it needs to settle for. And even then, like it just seems disingenuous to pay for a mediator, but not pay for like food per diem.

You know, it's just like, how can you be good faith on one hand, but then like knowingly making me stay in a toxic unit on the other hand?

Because even if I wanted to take the Holiday Inn thing, I don't have any money to get there and I don't have anyone to help me with all this medical stuff I have to schlep around.

And, and the reason, one of the other reasons that I haven't gone to the Holiday Inn is because I think when we do have a conversation about like where, what my needs are, whatever, I'll end up having to move again. And it's just really hard on me every time I have to move, so I didn't want to go there just to leave in a few days.

00:11:19 Glynis Zavarelli

Well, I will comment on the thing about your concern regarding whatever authority I would have that kind of thing. One, appreciate this please this wouldn't be a mediation where it's just me showing up with Weinstein, the insurance carrier will be showing up to this too and so forth. Just so you know.

And I know I looked you up on... the Internet a while back, and I know you're a lawyer, I know you're not practicing right now, but I think I found some stuff that said that you used to mediate cases.

00:11:49 Kathryn Copeland

Yeah.

00:11:49 Glynis Zavarelli

That you were a mediator.

00:11:52 Kathryn Copeland

I got fourth place in the international mediation competition, so I'm a fan of mediation, but I'm not a fan of it being used to really just obtain information to be used against me. I think that's what was going to happen.

00:12:09 Glynis Zavarelli

Okay, so that brings up the next point then. And now that you're explaining this to me this way, I'm hearing your concern. I've been asking for information and documents, et cetera, that I know this particular insurance company needs, Ms. Copeland, because I've worked up for them for probably two decades. I know the kinds of information they look for.

I know the kinds of things they need to be able to review and evaluate to get reasonable authority on something and not just come in with nothing. It's easy to come in with nothing, right? It's easy to ask for the sun of the moon and not really prove anything. But that's not what mediation is. Since you are a mediator, you have been a mediator. I know you understand what I've just said and how the practicality of each side needing to have the information that they need to a point where they can do a truly insightful and fair evaluation and nobody's caught off guard at mediation, well here's this, you didn't consider this, well that's because we didn't have it.

I mean, I will say, you don't know me and I don't know you, but I don't ever go to any mediation without feeling like my client and the carrier are prepared and that they've done a good job reviewing everything to put a value on something because it wastes my time the opposing parties and everybody's money and in this case it was just their money because they're not going to ask you to pay for anything on mediation right but I mean so but you're you you've just now identified for me the concern that you're just going to this is what I'm hearing you say Ms. Copeland you're going to give this information and rather than use it to actually get to a point where we're resolving this monetarily with you we're just going to use

it as basically ammunition against you these are my words not yours but that's how it sounds that that's what you're worried about?

00:13:55 Kathryn Copeland

It's one of my concerns that that it's not, you know, it just really doesn't seem like. And maybe it's hard to explain the crossover between that and the accommodations right now, but like if I don't even have a safe place to sleep and eat, how could I possibly agree to going into a mediation where, like, I am under, I'm basically under duress because I'm stuck in this situation.

So, like, it's almost like we have to solve one before we can get to the other, but I want to get to the other as fast as possible. But I have to get stable first, you know, yeah.

00:14:51 Glynis Zavarelli

Yeah, so I guess I'm not. I mean, I appreciate everything you've just said because it does at least give me some information to understand a perspective that you have. I just feel like we all my perspective as the attorney for the defendant on this is just that we need to get all the things resolved at once and get this done as soon as possible.

00:15:11 Kathryn Copeland

Frankly, well, that's true, but either way, they have a duty to, you know, put me in a safe place right now. So, but like that duty remains either way.

00:15:24 Glynis Zavarelli

So yeah, and I guess Miss Copeland, you and I can just agree to disagree about what Weinstein's obligations or duties are. So and I don't think that we really need to have a debate about that right now. I do need though to. I do need to get our stuff filed with the right certificate of conference on there. I do need to get with one sign and see what they can do as far as lodging goes for tonight and one that has a permanent attached to it, not bouncing around or whatever, which was their intent in any event.

They would have kept you with the nobleman if the nobleman could have continued to have a room for you. You know, and that was one of the places that...

00:16:07 Kathryn Copeland

From what I saw, that Kodi, the property manager, had called the front desk and everyone was making a stink about this incidental fee which they had been carrying from week to week without a problem until that phone call and until you got involved and then suddenly, if you can't pay this, we're not going to extend your room. And then even when I could pay

it, they weren't going to extend the room and which I couldn't pay it anyway, but like hypothetically. So that all kind of fell apart. But there I was looking at some other hotel options like It just takes a long time for me to have to try to figure out like, okay, does this have that? Does this have this? You know, what am I going to need? How am I going to make this practically happen? But I was looking at like the Worthington downtown because that's in a safer like pedestrian area and less expensive.

00:17:24 Glynis Zavarelli

Do you, do you, I'm sorry to interrupt you, Ms. Copeland, do you know what the room rate for the Worthington Downtown is?

00:17:32 Kathryn Copeland

No, but I can put it together real fast and e-mail it.

00:17:38 Glynis Zavarelli

I mean, I'm googling them right now, just so you know, as I'm off to you. I think what Weinstein was paying as a nobleman was around 250, 260, something like that, is my understanding. I know I had asked you, and you said you weren't able to get that room right, and I guess that might have been because Weinstein was paying for it. I don't understand that situation logically that presented for you that way. But my memory was, because you know that night you called me, when the police were there, I called them between our two phone calls.

And I said, if I could get one thing to pay the remaining incidental balance, whatever that was, for food or whatever it was, could you guys please just continue to let her have a room there? And they said no, just so you know.

00:18:31 Kathryn Copeland

I appreciate you doing that.

00:18:33 Glynis Zavarelli

Well, and what's your room rate? Because you at that point had continued to say to me, I don't even know what it is. So I said, is it around 250, 260? And even the gentleman on the phone said, well, I don't know specifically what her room rate has been every night. I'd have to look all that up. But yeah, he said, I'd say it's around 250, 260. I said, oh, OK. So I mean, that's as far as-- are you still there?

00:18:57 Kathryn Copeland

Yes, I am.

00:18:59 Glynis Zavarelli

That's as far as that got. But let me figure out what-- Let me figure out what the Worthington room rate would be.

00:19:06 Kathryn Copeland

Yeah.

00:19:07 Glynis Zavarelli

All right.

00:19:09 Kathryn Copeland

The other, the good thing in my life is I've been in this horrible custody fight and some good things just happened that make me think that my girls could be with me very, very soon. And so, you know, I was willing to have one room before, but because I had one room, I wasn't able to have like my caregiver support, but I kept thinking, oh, this is just temporary, it'll be over soon, but I have to have a place for my girls to come back to, so I'd love to have a caveat on wherever I end up, at least adding a room when my girls are back with me.

00:19:56 Glynis Zavarelli

So I'm probably not going to be able to get them to two rooms.

00:20:00 Kathryn Copeland

I mean, not today, two rooms, but, but when, because like I have a two-bedroom apartment now, so.

00:20:08 Glynis Zavarelli

Yeah, I, let me, well, okay, so for today I'm going to look at what the room rate for one room, and I'm going to ask Weinstein about that. And then I, I'm making, I'm making zero representations about two rooms, just so because I don't receive that would be approved, but you know what, I haven't crossed that bridge yet, so. And also, I mean.

00:20:34 Kathryn Copeland

Alternatively, I could be looking at Airbnbs instead, which would, you know, cover like my needs for my kids and the dogs better. But, you know, I only have so much like brain power per day, so I don't know which direction to use it. Whether it's Airbnbs or finding a permanent place where we can just move or, you know, there's a lot of things going on, but I think they could be solved pretty easily. Like, "hey, let's get Katie's stuff in storage." That's

done. And "hey, let's, like, find a temporary place to stay while she looks for a permanent place to stay." And that's done.

00:21:18 Glynis Zavarelli

I mean, I think at this point, again, everything you're saying to me, I clearly haven't had a chance now to talk to Weinstein about right now, right? So I think at this point, you know, Weinstein, I know that they've done the lodging and the pet boarding. I'm assuming they're inclined to still do lodging and pet boarding for you and I'll look at this Worthington room rate and see if that's within that 250 or so price for you. And I'll get you an e-mail earlier.

00:21:43 Kathryn Copeland

It looks like it is, just from what I'm seeing, yeah.

00:21:48 Glynis Zavarelli

So I'll get you an e-mail over if they will approve that, Ms. Copeland. Yeah.

00:21:51 Kathryn Copeland

But I don't think they have kitchenettes there. So, you know, that's where I might have to still, like, insist on some kind of food situation because that, I went several days hungry at both hotels because I couldn't afford to eat and I couldn't take care of myself, so.

00:22:20 Glynis Zavarelli

Well, I don't, they've not agreed to pay you a per diem to this point, and I don't anticipate that's going to change. So even if they wouldn't pay the per diem, and I expect they won't Ms. Copeland, do you still want to check on the Worthington Hotel?

00:22:35 Kathryn Copeland

I don't know, because like, you know, at least the nobleman had a kitchenette, you know?

00:22:43 Glynis Zavarelli

I, I, that was, yeah, I do remember that. But I mean, I guess I'm, I am willing to check on the Worthington and check with the people at Weinstein about approving that at that around 250 or so price point and getting that set up for you.

But I mean, to be super forthcoming, I don't know where this sort of takes me if that's not something you need to now want me to do anymore.

00:23:08 Kathryn Copeland

Well, you know, I think if you could make this proposal to them, I think it would be fair to do the Worthington and the food per diem, and that would be the compromise. And so if you can pitch that to them, I'd appreciate it. And we'll see what they say.

00:23:27 Glynis Zavarelli

Yeah, Ms. Copeland, I'm absolutely happy, willing, and able to telling them this is what you have requested. But at the end of the day, this is their decision, not mine. If I come back to you with only, well, they'll do the Worthington and they'll make that reservation now and they'll make it through the end of this remediation project.

If they do that and they agree to that and I e-mail you that but they won't agree to per diem, I guess the dilemma that I just need to know about is are you going to go ahead and check into the Worthington because they did keep that reservation at the one hotel for several days and they lost money on that.

00:24:08 Kathryn Copeland

I don't know why they paid for stuff without talking to me. Like, I'm not that hard to talk to.

00:24:12 Glynis Zavarelli

But -- So but the -- But.

00:24:17 Kathryn Copeland

Yeah, I can't really tell you where I'll be like an hour from now as far as if they say no, what will I say? Like, let's just see what they say to my proposal and see what happens, you know?

00:24:32 Glynis Zavarelli

Yeah, and then I guess what I I'm just going to kind of give you sort of the foresight on this. That's what I'll do, and if they come back and they say yes to the Worthington and they'll make a room, blah, blah, blah, reservation for you, but no as a per diem, and I e-mail that to you, then there will be a time that you need to confirm what you're doing with the other. And I will leave at the time that I tell you in the e-mail I'm leaving. I am. I have some obligations at home tonight that I delay and so so I will not be around.

00:25:05 Kathryn Copeland

I guess I'll look at Airbnb options as a backup plan while you're talking to them about that proposal, so.

00:25:13 Glynis Zavarelli

I mean, I I guess you can look at anything you feel comfortable looking at, but if it's more than 250 or so, I don't expect that that will be doable.

00:25:24 Glynis Zavarelli

I don't know what Airbnbs cost, frankly I have no idea. Yeah. So anyways, but-- I.

00:25:30 Kathryn Copeland

Wish I knew like what parameters, you know, or what law they're following because like all the law I'm finding makes it seem like I'm supposed to have a comparable, you know, place and one that meets my needs and.

00:25:50 Glynis Zavarelli

Well, you know, under the property code, Miss Copeland, you had three choices for your remedies at the beginning of all of this. You can terminate it. And they said you can terminate. No, no bad. We won't charge you nothing and you didn't want to.

They offered to move you into another apartment. That didn't work out.

00:26:07 Kathryn Copeland

No, they didn't. They never offered that. In fact, I asked about it and I even called over to the Clearfork version and stuff, but.

00:26:20 Glynis Zavarelli

I've got emails that they are sending back and forth with you on that. But anyway, then the whole hotel situation came up.

00:26:27 Kathryn Copeland

I had to say no to the breaking the lease and just leaving because I didn't have any money to leave. I didn't have money for, you know, like to get set up somewhere. And because I've been so sick, like I'm not going to get approved for anywhere without a bunch of like prepaid rent. So.

00:26:49 Glynis Zavarelli

Yeah, and let me just back up so I can kind of tell you, I think you're asking me what are they basing their decisions on. And then you know the other remedies you had were to go ahead and get it fixed and then deduct that from your rent. You didn't do that, that's fine. Or sue them to get them to prepare the place and that wasn't necessary because they were in the process of trying to get biotechs to do protocols and all that stuff. So the reality is the Texas Property Code doesn't provide any remedy for you to obtain alternative lodging. And I

represented a lot of apartment complexes, Ms. Copeland, and I've never had any of them do this.

Even with that big flood, the big freeze we had a few years ago in Texas, I had a complex where every pipe in the whole place almost busted, and they couldn't keep their people there. All those people went and got hotels, and that was what they did. I think they gave them some rent relief for that, but they didn't pay for their lodging and then excused their rent also. That wasn't what happened. In this case, they've been paying for your lodging, your dog's lodging, and you haven't paid rent in two months. So I think they're trying to be accommodating to you in that regard, and they're trying to work with you, and I think that they are, but there was something I was going to ask you though, oh hey, I know what I was going to ask you. You paid rent through July.

00:28:09 Kathryn Copeland

Yeah.

00:28:09 Glynis Zavarelli

So I guess what... So, I mean, you were able to pay rent in July and June, and I haven't gone back and looked at your whole rent history, but I assume you always paid your rent, and I'm assuming that.

00:28:20 Kathryn Copeland

Yeah, I mean, I had help from friends and stuff, but...

00:28:24 Glynis Zavarelli

Okay, so you were not actually particularly, specifically always the one to, I guess, make the rent payment for you, other people now. Okay. And have those friends just become non-existent or did they move or something?

00:28:38 Kathryn Copeland

Well, it was like a guy I was dating that I'm not dating and, you know.

00:28:43 Glynis Zavarelli

Gotcha.

00:28:44 Kathryn Copeland

Okay.

00:28:44 Glynis Zavarelli

Gotcha.

00:28:45 Kathryn Copeland

So I, yeah, I want to get on my feet somewhere that I don't have to move again or my dogs have a big yard they can run around in because I went and visited them the other day and my little dog is like fat now. It's weird. So he needs to run around. And then for my girls, you know, to not have to move around again.

And I don't know, you know, I don't think I can jump from A to Z to get a permanent place, but last night I was even looking up, like, what if we could just agree to just move me into this rental property permanently somewhere else, but even then it would still take prepaid rent, but for the price of the hotels and stuff, that might shake itself out, you know, but I'm willing to be creative. But I assume that what's going to have to happen is some temporary lodgings right now while we figure out the permanent thing.

00:29:49 Glynis Zavarelli

Yeah, I think the I think the goal frankly, from Weinstein's perspective, is to get you into a hotel and keep you there. And I think that was what they were doing with the Holiday Inn, which you rejected several times, I understand that. But in any event, now we'll look at the Worthington.

And to get you back in your apartment, I know your lease ends October 26th or something like that, but to get you back into your apartment and finish your lease there and then you'll move on to something different. But, you know, the goal wasn't to keep you jumping from hotel to hotel at different times or any of that remediation was going on, but as long.

00:30:29 Kathryn Copeland

As they were keeping that major third out of the remediation protocol, I wouldn't be able to move back in because it would still have that front third of black mold by the front door, which is what started all of this.

So that's why it was like, "Those are never going to work anyway, because unless they're getting rid of all the molds, it doesn't get rid of all the mold," you know?

00:30:55 Glynis Zavarelli

And you're talking about that area on the inside of your apartment by the front door and like the crease of the wall.

00:31:01 Kathryn Copeland

Yes.

00:31:01 Glynis Zavarelli

For the walls come together, that line that goes up.

00:31:04 Kathryn Copeland

Yes.

00:31:04 Glynis Zavarelli

The line of stuff. Okay, yeah, I know what you're talking about.

00:31:07 Kathryn Copeland

And I think it's probably going to be very difficult and structural, like to get in there and figure out. It might be more complicated than just drywall. I don't know.

00:31:17 Glynis Zavarelli

But I don't either but I let me let me let you go because the more the time passes the more the time passes so let me let me pick up the Worthington let me get with Weinstein on that and then get you an e-mail over to you and then like I said I have to leave for a little bit this afternoon but I'll be back in and then I'm gonna have to leave by 5:30 Miss Copeland but anyways all right let me let you go let me work on the Worthington and I'll e-mail you, okay?

00:31:47 Kathryn Copeland

Okay, thanks.

# **Exhibit 7**

**Subject:** The Bowery Unit 2145 Landlord Inspection  
**Date:** Friday, September 12, 2025 at 1:59:49 PM Central Daylight Time  
**From:** Pamela Quinn  
**To:** Copeland, Katie  
**CC:** 'Glynis Zavarelli', 'Michelle Sortor', 'Brochstein, Amye', Lile Benaicha  
**Attachments:** image002.png

**[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.**

Ms. Copeland

The containment areas within the 2145 unit must be left in place and the HVAC must remain in the off position. We will need to enter the unit Monday September 15<sup>th</sup> at 10am to perform a landlord inspection to verify that the containment areas are intact and the HVAC has remained off.



**Pam Quinn Assistant Director – Asset Management & Support**

Weinstein Properties

c: 804.283.4708

a: 3951 Stillman Parkway, Glen Allen, VA 23060

**Subject:** RE: The Bowery Unit 2145 Landlord Inspection  
**Date:** Monday, September 15, 2025 at 12:07:26 PM Central Daylight Time  
**From:** Pamela Quinn  
**To:** Copeland, Katie  
**CC:** 'Glynis Zavarelli', 'Michelle Sortor', 'Brochstein, Amye', Lile Benaicha  
**Attachments:** image001.png

**[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.**

Ms. Copeland

Our team attempted to enter to perform the landlord inspection at 11:30am but were unsuccessful with gaining entry due to the deadbolt being engaged. They also knocked but received no response. They are returning at 1:00pm today. Please allow them entrance to perform the inspection.



**Pam Quinn Assistant Director – Asset Management & Support**  
Weinstein Properties  
**c:** 804.283.4708  
**a:** 3951 Stillman Parkway, Glen Allen, VA 23060

---

**From:** Pamela Quinn  
**Sent:** Friday, September 12, 2025 3:00 PM  
**To:** Copeland, Katie <[K.M.COPELAND@tcu.edu](mailto:K.M.COPELAND@tcu.edu)>  
**Cc:** Glynis Zavarelli <[gzavarelli@wandzlaw.com](mailto:gzavarelli@wandzlaw.com)>; Michelle Sortor <[msortor@wandzlaw.com](mailto:msortor@wandzlaw.com)>; Brochstein, Amye <[amey.brochstein@phly.com](mailto:amey.brochstein@phly.com)>; Lile Benaicha <[lbenacha@weinsteinproperties.com](mailto:lbenacha@weinsteinproperties.com)>  
**Subject:** The Bowery Unit 2145 Landlord Inspection

Ms. Copeland

The containment areas within the 2145 unit must be left in place and the HVAC must remain in the off position. We will need to enter the unit Monday September 15<sup>th</sup> at 10am to perform a landlord inspection to verify that the containment areas are intact and the HVAC has remained off.



**Pam Quinn Assistant Director – Asset Management & Support**  
Weinstein Properties  
**c:** 804.283.4708  
**a:** 3951 Stillman Parkway, Glen Allen, VA 23060

**Subject:** Copeland/Weinstein Properties  
**Date:** Monday, September 15, 2025 at 3:25:11 PM Central Daylight Time  
**From:** Glynis Zavarelli  
**To:** Copeland, Katie, John Douglas  
**CC:** Michelle Sortor  
**Attachments:** Corresp. to K. Copeland and J. Douglas, 9-15-25.pdf

**[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.**

All:

See attached correspondence- please review carefully.

Additionally, Mr. Douglas: I have again tried to call you this afternoon (this makes 6 calls, total --starting on August 21- and this does not include the two calls I made to the employer listed for you on the Texas State Bar). Now the automatic response indicates your phone is not set up for vm – which is different than the multiple other times I have called you on August 21 through August 26. I am using the phone number that is on the small claims court petition that bears your signature and your firm letterhead. If there is a better number by which you can be reached – please provide this to me, update the small claims court and update the State Bar.

Thank you -

Glynis L. Zavarelli  
Wentz & Zavarelli, LLP  
3120 Sabre Drive, Suite 170  
Southlake, Texas 76092  
(469) 665-9100  
Cell: (817) 832-3689

# **Exhibit 8**

## FORT WORTH POLICE DEPARTMENT SUMMARY INCIDENT REPORT



REPORT NUMBER: 250319055

## INCIDENT INFORMATION

INCIDENT CRIM MISCH	INCIDENT TYPE Criminal Mischief	INITIA SUPP	X <input type="checkbox"/>	DATE/TIME STARTED 08/17/2025 03:00 PM	DATE/TIME ENDED 08/17/2025 03:30 PM	DATE/TIME 08/17/2025 11:03 PM
REPORT FILED FROM ***	TRACKING NUMBER T25011466	LOCATION OF OCCURRENCE 405 Crawford Street, 2145, Fort Worth, TX				APPROVED BY: N248/Chantea Dixon
LOCATION TYPE 20 RESIDENCE/HOME	THEFT TYPE	METHOD OF	METHOD OF EXIT	PT OF	PT OF EXIT	ENTRY LOC

## PERSON LISTINGS

1	TYPE VICTI	LAST NAME Copeland	FIRST NAME Kathryn	MIDDLE NAME	DOB ***	RACE ***	SEX *	DRIVER LIC NO ***	LIC ***
	SSN	ETHNICITY ***	RESIDENT ***	EYE COLOR	HAIR COLOR	AGE	HEIGHT	WEIGHT	CELL PHONE
	EMAIL k.m.copeland@tcu.edu	RESIDENCE ADDRESS ***						HOME PHONE ***	
	EMPLOYER NAME	BUSINESS ADDRESS ***						WORK PHONE	

## NARRATIVE

On August 17, 2025, I discovered that mold remediation contractors entered my leased apartment without my knowledge or consent. My belongings had been moved haphazardly, important items placed on the balcony and blinds were left open exposing the inside of my home. No lawful notice was provided, and there was no emergency. This incident is part of an escalating dispute. Mold was first reported in Oct '24 and March '25, but grew back in June 2025 for the third time. I issued written repair requests, filed complaints with the City of Fort Worth and the Texas Department of Licensing & Regulation (TDLR), and requested disability accommodations. A licensed mold assessor (BioTex) declared my unit uninhabitable. On July 14, 2025, I was finally relocated to a hotel. I recently made a presentation to the Mayor's Committee on Persons with Disabilities on August 14, 2025.. Since these complaints, management has dismissed the licensed assessor's findings, attempted improper in-house remediation, and ignored my spoliation letter (which instructed that no entry occur without authorization). The unauthorized entry and disturbance of my belongings appears retaliatory in nature like their other actions of threats, coercion, bullying, and fraud. I have photographs and videos. What was the date the damage was discovered? 8/17/25 What was the date and time the damage occurred? (If not known, the approximate date and time) I was last there the evening of Monday, August 11, 2025 and there was no notice of any changes coming or work started. Who is the owner of the property? Weinstein Properties owns The Bowery at Southside Apartments. Their lawyer is: Glynis L. Zavarelli(469) 665-9100gzavarelli@wandzlaw.com Do you suspect anybody of being involved? Yes, Kodi Walker the property manager, a maintenance supervisor, and ServPro - all of whom were explicitly told I did not consent to their handling of my property, especially without an approved protocol.

- Does this appear to be gang related? = [No]
- Is there any video or photo evidence available? = [Yes]

**REPORT NUMBER: 250319055**

# **Exhibit 9**

## Transcript of July 11, 2025 Visit from Kodi Walker, ServPro Licensed Mold Assessor, and J.C. (maintenance supervisor)

### Audio file

<https://www.dropbox.com/scl/fi/bm5s3cuj5wi9nhy0tbrtb/7.11.25-Licensed-Mold-Lady-Kitchen-and-AC-view.m4a?rlkey=6nhw1ramglamb92c8c35m0764&dl=0>

### Video file

<https://www.dropbox.com/scl/fi/cooqqejs7lv7e3zmtq3zi/7.11.25-Licensed-Mold-Lady-Kitchen-and-AC-view.mp4?rlkey=2oo4yrx41zfjiz36ese1b0uht&dl=0>

### Transcript

00:00:03 Kodi Walker

But these two...

00:00:05 Kathryn Copeland

There's three areas total

00:00:08 Kodi Walker

Here and then in the room, as well?

00:00:10 Kathryn Copeland

Yeah in the bedroom.

00:00:11 Kodi Walker

We need to get in over there as well.

00:00:12 Kathryn Copeland

Yeah, you can... There's... On the right side, you can move the... there you go. It's easier to use the... I just... my dogs were chewing on the baseboard, so I had to barricade it.

00:00:37 Kodi Walker

Nine.

**00:00:39 ServPro Mold Assessor**

**At some point, I can tell this was wet.**

**00:00:42 Kodi Walker**

**It was at some point from a prior tenant. If you open that closet, the A/C is right there.**

**00:00:49 ServPro Mold Assessor**

**It's okay. If I know that it's in here, then that makes sense if like a drain pan overflowed or something.**

**00:00:54 Male voice:**

**Yes, that's exactly what happened.**

00:00:58 ServPro Mold Assessor

So but this is dry right now. So it's four. We can't have active growth and dry at the same time so I am not as concerned about this... I mean obviously, I would just cut it out. Um.

00:01:10 Kathryn Copeland

I've noticed the right side you pointed out like water damage on the baseboard on the right.

00:01:20 ServPro Mold Assessor

I wasn't gonna \_\_\_\_\_.... I was just gonna check inside at some point... Um... I don't see anything that looks...

00:01:37 Kodi Walker

What was your question?

00:01:58 ServPro Mold Assessor

So at one point it was wet, just \_\_\_\_\_ for a time.. As well as it was a small space.

00:02:09 ServPro Mold Assessor

I'm going to recommend some some swab testing.

00:02:16 Kathryn Copeland

I think there's a whole bunch under the carpet and behind the wall. \*Silence\*

00:04:23 Kathryn Copeland

And I'm sorry, sorry. I want to make sure that you have the assessment that I did

00:04:35 ServPro Mold Assessor

Yes. We're going to engage an industrial hygienist who is licensed in the state of Texas to come out and do some testing and write a protocol because independent testing, that's just, it's not controlled, it's not licensed and I can't use it to perform remediation services so they are gonna engage a professional licensed hygienist in the state of Texas that is gonna come and actually take a sample over there. So if something does grow back, don't wipe it off.

00:05:00 Kathryn Copeland

Mm hmm. Yeah, I haven't touched it.

00:05:01 ServPro Mold Assessor

And I'd say just, you know, just try and keep the dogs out of there if you can... and they're just, you know, try to make sure that you're here because they're, you know, their schedules are really busy so when they are scheduled to be here, they're trying to come and get their tests as quickly as possible so they can get their remediation protocol done as quickly as possible.

00:05:19 Kathryn Copeland

Maybe you can coordinate.

00:05:22 ServPro Mold Assessor

So that's really...

00:05:26 Kathryn Copeland

I think that they've already tested. I know it was at least in that room, the air.

00:05:31 ServPro Mold Assessor

They they they do the same thing. They take, they'll take a swab and do an air cassette, but it has to be controlled. Those self-testing kits you can get at Home Depot and stuff are not gonna .... because it's not a controlled test. They're licensed in the state of Texas. They're very good at what they do. So let's go back, I need to give you my hygienist's information.

00:05:59 Kodi Walker

Alright, okay, Katie, thank you. We'll be in contact, okay?

00:06:02 Kathryn Copeland

Okay thanks.

00:06:03 Kodi Walker

Thank you.

# **Exhibit 10**

## FORT WORTH POLICE DEPARTMENT SUMMARY INCIDENT REPORT



REPORT NUMBER: 250319055

## INCIDENT INFORMATION

INCIDENT CRIM MISCH	INCIDENT TYPE Criminal Mischief	INITIA SUPP	X <input type="checkbox"/>	DATE/TIME STARTED 08/17/2025 03:00 PM	DATE/TIME ENDED 08/17/2025 03:30 PM	DATE/TIME 08/17/2025 11:03 PM
REPORT FILED FROM ***	TRACKING NUMBER T25011466	LOCATION OF OCCURRENCE 405 Crawford Street, 2145, Fort Worth, TX				APPROVED BY: N248/Chantea Dixon
LOCATION TYPE 20 RESIDENCE/HOME	THEFT TYPE	METHOD OF	METHOD OF EXIT	PT OF	PT OF EXIT	ENTRY LOC

## PERSON LISTINGS

1	TYPE VICTI	LAST NAME Copeland	FIRST NAME Kathryn	MIDDLE NAME	DOB ***	RACE ***	SEX *	DRIVER LIC NO ***	LIC ***
	SSN	ETHNICITY ***	RESIDENT ***	EYE COLOR	HAIR COLOR	AGE	HEIGHT	WEIGHT	CELL PHONE
	EMAIL k.m.copeland@tcu.edu	RESIDENCE ADDRESS ***						HOME PHONE ***	
	EMPLOYER NAME	BUSINESS ADDRESS ***						WORK PHONE	

## NARRATIVE

On August 17, 2025, I discovered that mold remediation contractors entered my leased apartment without my knowledge or consent. My belongings had been moved haphazardly, important items placed on the balcony and blinds were left open exposing the inside of my home. No lawful notice was provided, and there was no emergency. This incident is part of an escalating dispute. Mold was first reported in Oct '24 and March '25, but grew back in June 2025 for the third time. I issued written repair requests, filed complaints with the City of Fort Worth and the Texas Department of Licensing & Regulation (TDLR), and requested disability accommodations. A licensed mold assessor (BioTex) declared my unit uninhabitable. On July 14, 2025, I was finally relocated to a hotel. I recently made a presentation to the Mayor's Committee on Persons with Disabilities on August 14, 2025.. Since these complaints, management has dismissed the licensed assessor's findings, attempted improper in-house remediation, and ignored my spoliation letter (which instructed that no entry occur without authorization). The unauthorized entry and disturbance of my belongings appears retaliatory in nature like their other actions of threats, coercion, bullying, and fraud. I have photographs and videos. What was the date the damage was discovered? 8/17/25 What was the date and time the damage occurred? (If not known, the approximate date and time) I was last there the evening of Monday, August 11, 2025 and there was no notice of any changes coming or work started. Who is the owner of the property? Weinstein Properties owns The Bowery at Southside Apartments. Their lawyer is: Glynis L. Zavarelli(469) 665-9100gzavarelli@wandzlaw.com Do you suspect anybody of being involved? Yes, Kodi Walker the property manager, a maintenance supervisor, and ServPro - all of whom were explicitly told I did not consent to their handling of my property, especially without an approved protocol.

- Does this appear to be gang related? = [No]
- Is there any video or photo evidence available? = [Yes]

**REPORT NUMBER: 250319055**

# **Exhibit 11**

**Important: Please note only data that has clinical mapping will be shared/transmitted.**

This health record is for date range : 09/01/2025 to 09/28/2025

Please note that below sections represents the most current data on record and are not specific to the date range :Demographics, Social History, Problems, Medications, Allergies, Immunizations, Health Concerns, and Medical Equipment (UDI).

## Patient Details

	Contact info	Patient IDs
<b>Patient name</b>	405 Crawford St. 2145 Fort Worth, TX 76104, US	<b>108496</b>
Kathryn Copeland		<b>108496</b>
June 28, 1985	tel:817-789-8498	<b>Sex</b> Female

**LANGUAGE**

Information not available

**RACE****ETHNICITY**

<b>Care Giver</b>	NILESH NANGRANI
<b>Contact Info</b>	769 BANDIT TRL KELLER, TX 76248-0111, US Tel: 469-283-0076

## Allergies

No Known Allergies

## Results

Component	Value	Reference Range	Notes
Influenza A+B			
Reviewed date:09/27/2025 11:47:24 AM			
Interpretation:			
Performing Lab:			
Notes/Report:			
Influenza A Ag, EIA	neg		
Influenza B Ag, EIA	neg		
Rapid Strep			
Reviewed date:09/27/2025 11:46:57 AM			
Interpretation:			
Performing Lab:			
Notes/Report:			
Result	neg		
COVID-19 Antigen Test			
Reviewed date:09/27/2025 11:50:25 AM			
Interpretation:			
Performing Lab:			

Notes/Report:

Results

neg

## Reason For Referral

No Information

## Medications

Medication	SIG (Take, Route, Frequency, Duration)	Notes	Start Date	End Date	Status
Restasis					Active
Naltrexone					Active
Questran					Active
Auvelity					Active
Voltaren					Active
Omeprazole					Active
clonazePAM					Active
Gabapentin					Active
Montelukast Sodium					Active
Zoloft					Active
Propranolol HCl					Active
Norethindrone					Active
traZODone HCl					Active
Memantine HCl					Active
ZyrTEC					Active
Adderall					Active
Amoxicillin-Pot Clavulanate 875-125 MG	1 tablet Orally every 12 hrs; Duration: 10 day(s)		09/27/2025	10/07/2025	Active
Rhofade					Active

## Immunizations

No Information

## Social History

Tobacco Use:

Social History Observation	Description	Date
Details (start date - stop date)	Never Smoker	NA - NA

**Tobacco Use/Smoking**

Question	Answer	Notes
Are you a	nonsmoker	

**Problems**

Problem Type	SNOMED Code	ICD Code	Onset Dates	Problem Status	W/U Status	Risk	Notes
Problem	Chronic sinusitis (40055000)	Chronic sinusitis, unspecified (J32.9)		Active	confirmed		
Problem	Fibromyalgia (203082005)	Fibromyalgia (M79.7)		Active	confirmed		
Problem	Hypertriglyceridemia (302870006)	Hypertriglyceridemia (E78.1)		Active	confirmed		
Problem	Hyperlipidaemia (55822004)	Hyperlipidemia LDL goal <100 (E78.5)		Active	confirmed		
Problem	Ehlers-Danlos syndrome (disorder) (398114001)	EDS (Ehlers-Danlos syndrome) (Q79.60)		Active	confirmed		

**Vital Signs**

Heart Rate	74 /min	09/27/2025
Respiratory Rate	16 /min	09/27/2025
Oximetry	99 %	09/27/2025
Blood pressure diastolic	78 mm Hg	09/27/2025
Height	63 inch	09/27/2025
Blood pressure systolic	120 mm Hg	09/27/2025
Weight	125 lbs	09/27/2025
BMI	22.14 kg/m2	09/27/2025

**Procedures**

No Information

**Encounters**

Encounter	Location	Date	Provider	Diagnosis
Fort Worth / Keller	769 BANDIT TRL KELLER, TX 76248-0111	09/27/2025	NILESH NANGRANI	Fever, unspecified R50.9 ; Cough, unspecified R05.9 ; Acute sore throat J02.9 ; Acute cough R05.1 ; URI, acute J06.9 ; Chronic sinusitis, unspecified J32.9 and Other specified bacterial agents as the cause of diseases classified elsewhere B96.89

## Medical Equipment

No Information

## Assessments

Encounter Date	Diagnosis (ICD Code)	Treatment Notes	Section Notes
09/27/2025	Fever, unspecified (ICD-10 - R50.9)		
09/27/2025	Cough, unspecified (ICD-10 - R05.9)		
09/27/2025	Acute sore throat (ICD-10 - J02.9)		
09/27/2025	Acute cough (ICD-10 - R05.1)		
09/27/2025	URI, acute (ICD-10 - J06.9)		
09/27/2025	Chronic sinusitis, unspecified (ICD-10 - J32.9)	<p>Waived cost for rapid testing.</p> <p>Patient presented with flight of ideas and tangential thought processes. Listened for several minutes, but patient remained focused on discussing her legal dispute with her apartment complex. Multiple attempts were made to redirect conversation to her current illness; however, patient became increasingly annoyed and agitated.</p> <p>Informed patient that symptoms appear consistent with a sinus infection.</p> <p>Recommended treatment with antibiotics and steroids. Advised patient to follow up with her PCP for lab work, as our clinic is out of network for her insurance.</p>	
09/27/2025	Other specified bacterial agents as the cause of diseases classified elsewhere (ICD-10 - B96.89)		
09/27/2025	Other	<p>Pt understands this service is a MA house call visit. Time spent with Patient at home is 62 minutes</p> <p>_delete LABS NOT ORDERED</p>	

## Plan Of Treatment

No Information

## Goals Section

No Information

## Health Concerns

No Information

## Insurance Providers

Payer Name	Payer Address	Payer Phone	Subscriber Number	Group Number	Insured Name	Patient Relationship to Insured	Coverage Start Date	Coverage End Date
UHC Student Resources	P O Box 809025 Dallas, TX 75380	888-799-7716	9051542		Copeland, Kathryn	Self - patient is the insured		
MEDICAID	PO BOX 200555 AUSTIN, TX 78720-0555	800-925-9126	728498373		Copeland, Kathryn	Self - patient is the insured		

## Procedure Notes

Date	Category	Sub-Category	Detail	Notes
09/27/2025	Appointment Details	Time Documentation	Time spent involving history, physical and coordinating medical care: 77	

## Progress Notes

### Examination

Date	Category	Sub-Category	Detail	Notes	Category Notes
09/27/2025	General Examination	GENERAL APPEARANCE:	in no acute distress, well developed, well nourished		

## Care team

Guarantor	Kathryn Copeland
Contact info	Tel: 817-789-8498

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# **Exhibit 12**

**Kathryn M. Copeland**405 Crawford St #2145  
Fort Worth, TX 76104**Patient ID:** 91408794  
**Incident:** Office Visit**Gender:** Female  
**Marital Status:** Divorced**Date of Birth:** [REDACTED]  
**Age:** 40**Employment Status:** Employed

## CHIEF COMPLAINT

### Constitutional

- CC: mold exposure/legal case

Realtime: 5/5 present (6/2025)

Address: 405 Crawford St, Apt 2145, Fort Worth, TX 76104

Moved in Oct, 2023 and still there.

Flooding in bedroom - floor wet and maintenance supposedly fixed a backed-up HVAC leak - Sept, 2024. Mold visible by front door (first reported in Oct, 24 and then came back in March, 25 even tho supposedly remediated in Oct and then mold returned in early June).

Visible mold in front of HVAC on baseboard - not where the first leak was - water damage was painted over before she moved in.

Mold AQI - Elevated Aspergillus/Penicillium/Stachy on Air quality - 6/19/25

Guest Bedroom - Asp (5000) Chaetomium (14, 000) Stachy (1500) Total fungi =20700

99% of mold was of toxic variety in guest bedroom and wall cavity

- 
- Sxs: chronic fatigue (18 hrs laying down in a day), vision changes, brain fog (since Covid) and worsened, joint pain (hypermobile EDS), muscle pain, nerve pain, generalized weakness, skin rashes on face, sinus/ear issues, nose congestion, diarrhea/constipation.
- Occupation: was a lawyer until Dec., 2022. Then doing paralegal work until she got Covid and then stopped working.
- Covid - Dec, 2022 - mild case - 3 weeks getting over it. Have vaccine.
-

## HISTORY OF PRESENT ILLNESS

---

### Constitutional

- The patient presents with CC: mold exposure/legal case

Realtime: 5/5 present (6/2025)

Address: 405 Crawford St, Apt 2145, Fort Worth, TX 76104

Moved in Oct, 2023 and still there.

Flooding in bedroom - floor wet and maintenance supposedly fixed a backed-up HVAC leak - Sept, 2024. Mold visible by front door (first reported in Oct, 24 and then came back in March, 25 even tho supposedly remediated in Oct and then mold returned in early June).

Visible mold in front of HVAC on baseboard - not where the first leak was - water damage was painted over before she moved in.

Mold AQI - Elevated Aspergillus/Penicillium/Stachy on Air quality - 6/19/25

Guest Bedroom - Asp (5000) Chaetomium (14, 000) Stachy (1500) Total fungi =20700

99% of mold was of toxic variety in guest bedroom and wall cavity

◦

◦ Sxs: chronic fatigue (18 hrs laying down in a day), vision changes, brain fog (since Covid) and worsened, joint pain (hypermobile EDS), muscle pain, nerve pain, generalized weakness, skin rashes on face, sinus/ear issues, nose congestion, diarrhea/constipation.

## **EXAMINATION**

---

### **Constitutional**

#### Height

- Height 63 inches.

#### Weight

- Weight 124.0 pounds.

#### Vitals

- BP 104/67 mmHg was taken sitting using the left arm.
- Pulse (regular) 88 beats per minute.

### **Ears, Nose, Mouth, and Throat**

- Inspection and assessment of ears, nose, mouth, and throat, unless otherwise noted, reveals the following. Otoscopic exam of tympanic membranes and auditory canals shows no perforation, lesions, or infection. External inspection of the ears and nose reveals normal external appearance without lesions, scars or masses. Inspection of internal nose reveals normal appearing mucosa, with straight septum, turbinates of normal color and shape and no active bleeding. Inspection of mouth reveals normal color lips, and dentition without significant caries or gum disease. Examination of the oropharynx reveals pink, moist mucosa and midline tongue and no lesions or redness of the posterior pharynx, palate, or tonsils. Inspection of the pharyngeal walls and pyriform sinuses shows normal color and appearance, no lesions or masses, and clear pyriform sinuses.

### **Respiratory**

- Examination of the chest and respiratory system, unless otherwise indicated, reveals the following. Inspection of the chest reveals a symmetrical chest with normal expansion. Assessment of respiratory effort reveals no intercostal retractions with normal diaphragmatic movement. Auscultation of lungs reveals normal breath sounds without rales, rubs, or rhonchi.

### **Cardiovascular**

- Sounds: Rapid regular rate.

#### Normal

- Unless otherwise noted, palpation and auscultation of the heart appeared normal. Examination of the carotid arteries, abdominal aorta, femoral arteries, and pedal pulses revealed findings within normal limits. No pedal edema was seen. No pericardial friction

rub was heard.

## Gastrointestinal

### Abdomen

- Examination of the abdomen: Slight tenderness midline.

## Musculoskeletal

### Normal

- Examination of the musculoskeletal system, unless otherwise noted, reveals normal findings.

## Neurological

- Testing, palpation, and inspection of the neurological system, unless otherwise noted, reveals the following: Coordination and fine motor skills are in normal range. Estimate of mood and affect show no evidence of depression, excessive anxiety, or agitation. The patient is oriented to time, place and person.

## Eyes

### Ocular Motility

- An ocular motility inspection was conducted: Exophthalmos bil.

## Neck

- Inspection and palpation of the neck, unless otherwise noted, reveals the following. Palpation of the thyroid reveals a normal gland without enlargement, tenderness, or masses.

## PROBLEMS LIST

No chronic health problems have been listed.

## ASSESSMENT AND PLAN

### Assessment

- Mold toxicity - Ochra and Glio the highest - Allermetrix, skin testing for molds, start antioxidants.  
After reviewing IAQ which shows very high toxic mold in the pat - imperative that pt move out ASAP  
Check basic labs, lgs, saccharomyces
  - 40 hr HBOT - start 1.5 ATM for 60 mins and then increase to 2.0ATM for 60 mins up to twice daily or 90 mins once daily
  - Repeat urine mycotoxins after 10 hrs of HBOT
  - Chronic fatigue/brain fog - QEEG + CNS VS
  - Hashimoto's - check TFTs, cortisol.

### Assessment / Plans

- Resources and instructions provided during visit.
- There was a discussion of the patient's laboratory values.
- The patient expressed understanding of the topics discussed and of any instructions or recommendations that were given. The patient voiced agreement.
- Plans for return: return in 2 weeks.

## CHRONOGRAPH

DESCRIPTION	07/07/2025
Blood Pressure	104/67
Height	63
Pulse	88
Weight	124.0

## CHRONOGRAPH - LAB DATA

DESCRIPTION	07/12/2025
Albumin	4.3
Alkaline Phosphatase	54
ALT (SGPT)	12
Amylase	58
AST (SGOT)	23
Baso (Absolute)	0.0
Basos	1
BUN	14
BUN/Creatinine Ratio	19
Calcium	9.2
Carbon Dioxide, Total	23
Chloride	103
Cholesterol, Total	237
Cortisol	36.0
Creatine Kinase,Total	91
Creatinine	0.75
eGFR	103
Eos	1
Eos (Absolute)	0.1
GGT	13
Globulin, Total	2.2
Glucose	84
HDL Cholesterol	79
Hematocrit	42.0
Hemoglobin	13.5
IgG, Subclass 1	452
IgG, Subclass 2	217
IgG, Subclass 3	53
IgG, Subclass 4	37
Immature Grans (Abs)	0.0
Immature Granulocytes	1
Immunoglobulin A, Qn, Serum	116
Immunoglobulin E, Total	15
Immunoglobulin G, Qn, Serum	889
Immunoglobulin M, Qn, Serum	151

LDH	180
LDL Chol Calc (NIH)	129
Lymphs	47
Lymphs (Absolute)	2.7
Magnesium	1.8
MCH	29.2
MCHC	32.1
MCV	91
Monocytes	9
Monocytes(Absolute)	0.5
Neutrophils	41
Neutrophils (Absolute)	2.4
Phosphorus	4.3
Platelets	230
Potassium	4.6
Protein, Total	6.5
RBC	4.62
RDW	14.0
Saccharomyces cerevisiae, IgA	38.3
Saccharomyces cerevisiae, IgG	31.8
SARS-CoV-2 Spike Ab Dilution	8370
Sodium	142
T. Chol/HDL Ratio	3.0
T4,Free(Direct)	1.03
Triglycerides	170
Triiodothyronine (T3), Free	2.4
TSH	2.870
WBC	5.7

## LAB AND TREATMENT ORDERS

Date	Status	Order	Instructions
<b>Johnson - LabCorp - Lab Orders</b>			
07/07/2025	Awaiting Results	[001974] {T4 Free Direct Serum}	
07/07/2025	Awaiting Results	[320918] {CMP14+LP+4AC+Mg+Amy}	
07/07/2025	Awaiting Results	[005009] {CBC With Differential/Platelet}	
07/07/2025	Awaiting Results	[001792] {Immunoglobulin M, Qn, Serum}	
07/07/2025	Awaiting Results	[002170] {Immunoglobulin E, Total}	
07/07/2025	Awaiting Results	[001784] {Immunoglobulin A, Qn, Serum}	
07/07/2025	Awaiting Results	[123225] {Immunoglobulin G, Serum}	
07/07/2025	Awaiting Results	[004259] {TSH}	
07/07/2025	Awaiting Results	[004051] {Cortisol}	
07/07/2025	Awaiting Results	[164657] {Saccharomyces cerevisiae Panel}	
07/07/2025	Awaiting Results	[164090] {Covid-19 Titer}	
07/07/2025	Awaiting Results	[164068] {Covid-19 Nucleocapsid}	
07/07/2025	Awaiting Results	[010389] {Triiodothyronine, Free, Serum}	

**Johnson Medical Assoc., P.A. - Lab Orders**

07/07/2025	Awaiting Results	Hyperbaric Oxygen Treatment	40 hr HBOT - start @ 1.5 ATM for 60 mins and then increase to 2.0ATM for 60 mins up to twice daily or 90 mins once daily
			Repeat urine mycotoxins after 10 hrs of HBOT
07/07/2025	Awaiting Results	QEEG	QEEG + CNS VS Dx: mold toxicity, brain fog, chronic fatigue
07/07/2025	Awaiting Results	Glutathione 600mg daily, COQ10 - 200mg daily, ALA 300mg twice daily	
07/07/2025	Awaiting Results	(skin test) Stachy, Aspergillus, Penicilium and Chaetomium	
07/07/2025	Awaiting Results	CommonWealth IgG - wheat dairy candida gluten soy bk and br yeast corn rice oat garlic onion black pepper egg cane (15 items)	
07/07/2025	Awaiting Results	CommonWealth IgG mold	four molds

**CPT CODES**

- 99203 - e/m new patient - detailed history, detailed exam, low complexity decision.

**TREATMENT ORDERS**

- Order from Johnson Medical Assoc., P.A.. CommonWealth IgG mold . CommonWealth IgG - wheat dairy candida gluten soy bk and br yeast corn rice oat garlic onion black pepper egg cane (15 items).
- Order from Johnson Medical Assoc., P.A.. (skin test) Stachy, Aspergillus, Penicilium and Chaetomium .
- Order from Johnson Medical Assoc., P.A.. Glutathione 600mg daily, COQ10 - 200mg daily, ALA 300mg twice daily .
- Order from Johnson Medical Assoc., P.A.. QEEG.
- Order from Johnson Medical Assoc., P.A.. Hyperbaric Oxygen Treatment.
- Order from Johnson - LabCorp. General medical tests - [164068] {Covid-19 Nucleocapsid} and [164090] {Covid-19 Titer}. [010389] {Triiodothyronine, Free, Serum}. [001974] {T4 Free Direct Serum}. [004259] {TSH}. [123225] {Immunoglobulin G, Serum} [001784] {Immunoglobulin A, Qn, Serum}. [002170] {Immunoglobulin E, Total} [001792] {Immunoglobulin M, Qn, Serum}. [005009] {CBC With Differential/Platelet} [320918] {CMP14+LP+4AC+Mg+Amy}, [004051] {Cortisol}, and [164657] {Saccharomyces cerevisiae Panel}.

Order Requested By:	Johnson Medical Associates
Johnson D.O., Alfred R. 997 Hampshire Lane Richardson, TX 75080-8105 Phone: (972) 479-0400	
Provider	
License #: OBF8525	
Patient	
Name:	91408794 - Copeland, Kathryn M.
Phone Number:	(817) 789-8498
DOB:	06/28/1985
Address:	405 Crawford St #2145 Fort Worth, TX 76104
Service Facility	
Name:	Johnson Medical Assoc., P.A.
Phone:	(972) 479-0400
Address:	997 Hampshire LN Richardson, TX 75080-8105
Orders	
Diagnosis:	Z77.120, R53.82, G31.84, F90.9, U09.9, K21.9, G
LOINC:	
Date	Descriptions <i>Instructions</i>
07/07/2025	Glutathione 600mg daily, COQ10 - 200mg daily, ALA 300mg twice daily

*Alfred R. Johnson DO*

Johnson D.O., Alfred R.

Order Requested By:	Johnson Medical Associates
Johnson D.O., Alfred R. 997 Hampshire Lane Richardson, TX 75080-8105 Phone: (972) 479-0400	
Provider	
License #: OBF8525	
Patient	
<b>Name:</b> 91408794 - Copeland, Kathryn M. <b>Phone Number:</b> (817) 789-8498 <b>DOB:</b> 06/28/1985 <b>Address:</b> 405 Crawford St #2145 Fort Worth, TX 76104	
Service Facility	
<b>Name:</b> Johnson Medical Assoc., P.A. <b>Phone:</b> (972) 479-0400 <b>Address:</b> 997 Hampshire LN Richardson, TX 75080-8105	
Orders	
<b>Diagnosis:</b> Z77.120, R53.82, G31.84, F90.9, U09.9, K21.9, G <b>LOINC:</b>	
Date	<b>Descriptions</b> <i>Instructions</i>
07/07/2025	QEEG QEEG + CNS VS <i>Dx: mold toxicity, brain fog, chronic fatigue</i>

*Alfred R. Johnson MD*

Johnson D.O., Alfred R.

Order Requested By:	Johnson Medical Associates
Johnson D.O., Alfred R. 997 Hampshire Lane Richardson, TX 75080-8105 Phone: (972) 479-0400	
Provider	
License #: OBF8525	
Patient	
<b>Name:</b> 91408794 - Copeland, Kathryn M. <b>Phone Number:</b> (817) 789-8498 <b>DOB:</b> 06/28/1985 <b>Address:</b> 405 Crawford St #2145 Fort Worth, TX 76104	

Service Facility	
<b>Name:</b> Johnson Medical Assoc., P.A. <b>Phone:</b> (972) 479-0400 <b>Address:</b> 997 Hampshire LN Richardson, TX 75080-8105	

Orders	
<b>Diagnosis:</b> Z77.120, R53.82, G31.84, F90.9, U09.9, K21.9, G <b>LOINC:</b>	
<b>Date</b>	<b>Descriptions</b>
	<b>Instructions</b>
07/07/2025	Hyperbaric Oxygen Treatment <i>40 hr HBOT - start @ 1.5 ATM for 60 mins and then increase to 2.0ATM for 60 mins up to twice daily or 90 mins once daily</i> <i>Repeat urine mycotoxins after 10 hrs of HBOT</i>

Johnson D.O., Alfred R.

*Alfred R. Johnson DO*



Kathryn Copeland

PATIENT

Patient Lab Bill

DATE: 7.7.25

DX CODE	Price	Test #	Description	DX CODE	Price	Test #	Description
36410	\$3.00		Venipuncture: MEDICARE	E03.8	\$60.00	001974	T4 Free: Serum
36415	\$20.00		Venipuncture	J30.89	\$420.00	676577	Texas Rast
A49.9	\$75.00	8649	Aerobic Bacterial Culture	R53.82	\$207.00	140103	Testosterone Free
M62.81	\$92.00	2030	Aldolase	R53.82	\$82.00	004226	Testosterone: Serum
R19.7	\$60.00	82150	Amylase	J06.9	\$35.00	008342	Throat Culture
M25.50	\$42.00	164855	ANA: Serum	E03.8	\$40.00	004259	TSH: High Sens. Serum
E03.8	\$80.00	006676	Anti-Thyroid Peroxidase	N39.0	\$14.00	003038	UA: Routine
M62.81	\$225.00	120220	C1 Est. Inh. Func., Serum	J06.9	\$35.00	008342	Upper Resp. Culture
K59.00	\$310.00	163135	Candida Antibodies	M10.00	\$18.00	1057	Uric Acid
R53.82	\$12.90	005009	CBC w/ Diff. & Plts	N39.0	\$35.00	008847	Urine Culture
R19.7	\$208.00	165118	Celiac Disease ABS	D51.0	\$35.20		Vit B12 Serum
M62.81	\$240.00	001941	CH50	E55.9	\$160.00	081950	Vit D 25 Hydroxy
R53.82	\$68.00	104018	Cortisol AM, Serum				
R53.82	\$68.00	004051	Cortisol Level: Serum	E80.20	\$160.00	003194	24 Hr. Porphyrins Urine
R53.82	\$68.00	104026	Cortisol PM: Serum				
<b>COMMONWEALTH</b>							
M62.81	\$45.00	001362	CPK	86003X X19	\$12.00	86003X	Allergens (IgE,IgG) 228
R10.84	\$36.00	310900	CMP13				
J01.90	\$35.00	006627	CRP, Quantitative: Serum	DDTUP	\$200.00	DDTUP	Urine: Toxic Metals Profile
R53.82	\$185.00	004697	DHEA Sulfate: Serum	DDRBC	\$310.00	DDRBC	RBC: Trace Minerals
R53.82	\$165.00	216655	EBV Acute Infection: Serum	DDHAIR	\$160.00	DDHAIR	Hair Analysis
J01.90	\$17.00	005215	ESR	DD-CSA	\$375.79	DD-CSA	CDSA
Z79.890	\$120.00	140244	Estradiol,Sensitivity: Serum	DDNBA	\$350.95	DDNBA	Neurotransmitters
Z79.890	\$99.00	004549	Estrogens: Serum				
	\$140.00	008482	Fungal Culture				
R10.84	\$58.00	80058	Hepatic Function Panel				
<b>GENOVA</b>							
E11.9	\$75.00	001453	Hgb A1C		\$536.25		GI EFFECTS COMP PROFILE
D51.0	\$110.00	706994	Homocysteine Plasma/Serum	DETOX	\$895.00	DETOX	Genovations Profile
R10.84	\$415.00	163683	H-Pylori IgG/IgM/IgA	GD3001	\$536.25	GD3001	NutrEval
R06.2	\$600.00	660670	Hypersensitivity Pneumonitis				
J30.89	\$60.00	001784	IgA: Serum				
J30.89	\$60.00	002170	IgE Total: Serum				
<b>REAL TIME LABS</b>							
J01.90	\$60.00	001776	IgG,Quant.: Serum	E8503	\$422.00	E8503	Trichothecenes
J01.90	\$266.00	123225	Immunoglobulin G	E8502X	\$410.00	E8502X	Aflatoxin 1
J01.80	\$60.00	001792	IgM:E77 Serum	E8501	\$410.00	E8501	Ochratoxin
D50.9	\$37.60	001321	Iron & TIBC: Serum	E84000	\$399.00	E84000	All 4 Mycotoxins
D50.9	\$10.40	001339	Iron: Serum	E8400F	\$249.00	83516GP	Mycotoxin Follow up
K85.9	\$59.00	001404	Lipase				
<b>SPECTRACELL</b>							
E78.2	\$36.00	303756	Lipid Panel	SP5000	\$448.75	SP5000	FIA 5000 Panel (CASH ONLY)
M25.50	\$35.00	164226	Lyme antibodies				
M25.50	\$200.00	163600	Lyme/Western Blot	81002	\$15.00	In House	Dipstick: Urine
T56.1X1A	\$187.00	085324	Mercury: Blood	87081	\$25.00	In House	Quick Strep
D51.0	\$1,000.00	511238	MTHFR	93000	\$100.00	In House	EKG
Z01.41	\$55.00	009100	Pap Smear, D231 Slide	83036	\$75.00	In House	HbA1C
Z79.890	\$72.00	004317	Progesterone Serum	82948	\$18.00	In House	Glucose Strip
R97.20	\$65.00	010322	PSA: Serum	69210	\$55.00	In House	Ear Lavage
D68.9	\$80.00	020321	PT and PTT	94010	\$80.00	In House	Pulmonary Function Test
M25.50	\$32.00	006502	RA Factor: Serum	96460	\$75.00	In House	Nebulizer Treatment
K59.00	\$104.00	164657	Saccharomyces Panel	96136	\$60.00	In House	Neurocognitive 1 (nurse area)
J01.81	\$536.40	812166	Sero Pneumo 23	96132	\$145.00	In House	Neurocognitive 2 (nurse area)
R10.84	\$55.00	320918	SMAC Panel: Serum				
D68.9	\$366.00	505370	T&B NK Cells Panel				
E03.8	\$93.45	010389	T3 Free: Serum				
<b>DIAGNOSIS CODES:</b>							
	\$116.00	164068	Covid-19 Nucleic Acid				
	\$116.00	164090	Covid-19 Titer				

Tel: 972-479-0400

997 Hampshire Lane, Richardson, TX 75080

Johnson Medical Assoc., P.A.  
997 Hampshire LN  
Richardson, TX 75080-8105  
(972) 479-0400

IF PAYING BY CREDIT, FILL OUT BELOW				
<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa	<input type="checkbox"/> Discover	<input type="checkbox"/> American Express	
Card Number				Amount
Signature				Expiration Date

Amount(s) Enclosed:

91408794 - Kathryn M. Copeland - Office Visit

Kathryn M. Copeland  
405 Crawford St #2145  
Fort Worth, TX 76104

**Statement ID Statement Date Statement Message**

21795958 07/07/2025 We appreciate you as a patient here at Johnson Medical Associates.  
Please call to make payment arrangements.

**Patients Included on Statement:**

91408794 - Kathryn M. Copeland - 405 Crawford St #2145, Fort Worth, TX 76104

Date	Provider	Procedure Code	Description	Charge	Credit	Estimated Insurance	Patient Balance
			<b>Kathryn M. Copeland (91408794) - Office Visit</b> Last Patient Payment: 6/30/25 - 220.00				
7/7/25	1 - Johnson	99203-25	<b>Office/Outpatient Visit, Moderate, New Patient</b> 7/7/25 - Visa 02/26 - 9825 - Payment	220.00	220.00		0.00
7/7/25	1 - Johnson	96136	<b>Psych/Neuropsych test administration</b>	70.00			70.00
7/7/25	1 - Johnson	95816	<b>EEG, awake or drowsy</b>	430.00			430.00
<b>Amount Due for Kathryn M. Copeland (91408794) - Office Visit</b>							<b>500.00</b>

Combined Patient Responsibility				
Current	Over 30	Over 60	Over 90	Total
500.00	0.00	0.00	0.00	500.00

<b>Total Amount Due</b>	<b>500.00</b>
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internal  
medicine, with  
over thirty years  
experience in  
the Dallas-Ft.  
Worth area.

Cerebral Palsy/Autism  
Head Injuries  
Wound Care  
Reflex Sympathetic Dystrophy  
Senile Dementia

**Company:** Richard Herrscher, MD  
**Patient:** Kathryn Copeland  
**E-Mail:** [REDACTED]@[REDACTED]

**Sex:** [REDACTED]

**Collected:** 06/18/2025

**Received:** 06/26/2025

**Accession #:** 4025010900

**Completed:** 06/27/2025

**Procedure Type:** Semi-Quantitative ELISA (Enzyme-Linked Immunosorbent Assay)

<b>Code</b>	<b>Test - Urine</b>	<b>Result</b>	<b>Value (ppb)</b>	<b>Reference Range</b>
OCHRA	Ochratoxin A	Present	2.148	<1.8 Not Present 1.8 to <2 Equivocal ≥2 Present
AFLA	Aflatoxin Group: (B1, B2, G1, G2)	Present	1.789	<0.8 Not Present 0.8 to <1 Equivocal ≥1 Present
TRICHO	Trichothecene Group (Macrocylic): Roridin A, Roridin E, Roridin H, Roridin L-2, Verrucarin A, Verrucarin J, Satratoxin G, Satratoxin H, Isosatratoxin F	Present	0.189	<0.07 Not Present 0.07 to <0.09 Equivocal ≥0.09 Present
GLIO	Gliotoxin Derivative	Present	1.398	<0.5 Not Present 0.5 to <1 Equivocal ≥1 Present
ZEA	Zearalenone	Present	1.158	<0.5 Not Present 0.5 to <0.7 Equivocal ≥0.7 Present

#### About These Tests:

Test results should be evaluated in relation to patient symptoms, clinical history, and other laboratory findings.

Individuals should review their results with a healthcare provider.

These tests were developed and the performance characteristics determined by RealTime Laboratories.

They have not been cleared or approved by the U.S. Food and Drug Administration (FDA).

This laboratory is certified under the Clinical Laboratory Improvement Amendments (CLIA) as qualified to perform high complexity clinical laboratory testing.

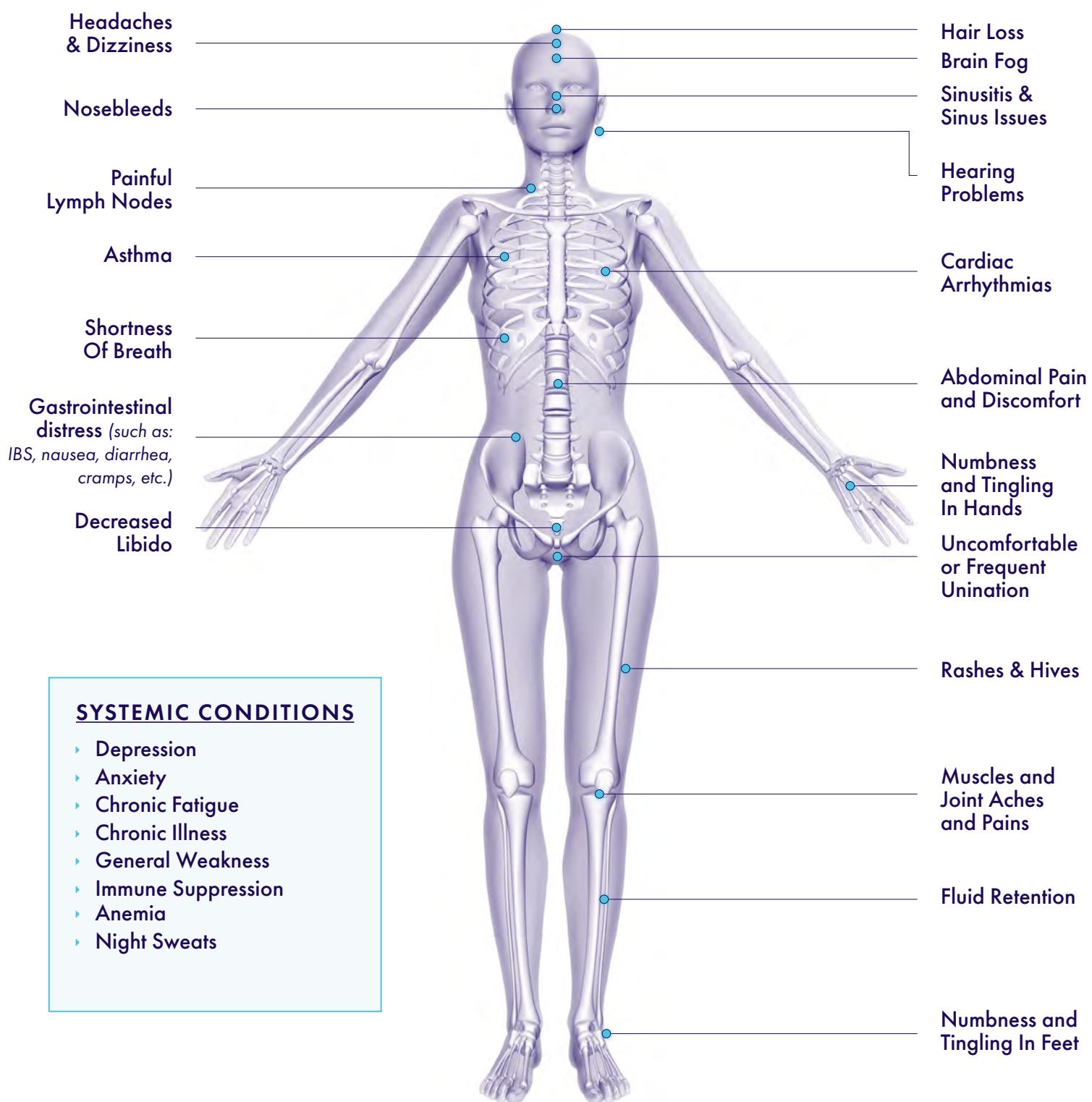
The New York State (NYS) Department of Health (DOH) has allowed these tests

to be offered in the NYS under the current RealTime Laboratories permit.

The NYS DOH has not evaluated any test claims nor reviewed the accuracy of these tests.

Mycotoxin	Cellular Activity of Mycotoxin	Symptoms/Other	Association with a "Disease State"
<b>AFLATOXIN FAMILY</b>			
<b>Organisms: <i>Aspergillus flavus</i>, <i>Aspergillus oryzae</i>, <i>Aspergillus fumigatus</i>, <i>Aspergillus parasiticus</i></b>			
<b>Aflatoxins have been associated with liver cancer [2,3], cirrhosis [4,5], and other health issues</b>			
1	Aflatoxin B1	Binds DNA and proteins [6,7]	Shortness of breath [8], weight loss [10], most potent and highly carcinogenic.
2	Aflatoxin B2	Inhibits DNA and RNA replication [12]	Impaired fetal growth [13,14]
3	Aflatoxin G1	Cytotoxic, induces apoptosis in cells, DNA damage [1]	A <i>flavus</i> is a leading cause of invasive aspergillosis in immunocompromised patients [15]
4	Aflatoxin G2	Cancer, neonatal jaundice [2,3,16]	Aflatoxicosis in humans and animals [15]
<b>OCHRATOXIN A</b>			
<b>Organisms: <i>Aspergillus ochraceus</i>, <i>Aspergillus niger</i>, <i>Penicillium species</i></b>			
5	Ochratoxin A	Inhibits mitochondrial ATP, potent teratogen, and immune suppressor [17-19]	Fatigue, dermatitis, irritated bowel [20-22]
<b>MACROCYCLIC TRICHOTHECENES (Group D)</b>			
<b>Organism: <i>Stachybotrys chartarum</i></b>			
6	Satratoxin G	DNA, RNA, and protein synthesis inhibition [25]	Fatigue [26]
7	Satratoxin H	Inhibits protein synthesis [25]	Fatigue [26]
8	Isosatratoxin F	Immunosuppression [30]	Weakened immune system [30]
9	Roridin A	Immunosuppression [30]	Weakened immune system [30]
10	Roridin E	DNA, RNA, and protein synthesis disruption [25,32]	Weakened immune system [30]
11	Roridin H	Inhibits protein synthesis [25]	Weakened immune system [30]
12	Roridin L-2	Immunosuppression [30]	Weakened immune system [30]
13	Verrucarin A	Immunosuppression [30]	
14	Verrucarin J	Immunosuppression [30]	
<b>GLIOTOXIN DERIVATIVE</b>			
<b>Organisms: <i>Aspergillus fumigatus</i>, <i>Aspergillus terreus</i>, <i>Aspergillus niger</i>, <i>Aspergillus flavus</i></b>			
15	Gliotoxin	Attacks intracellular function in immune system [34]	Memory and breathing issues [35,36]
<b>ZEARALENONE</b>			
<b>Organisms: <i>Fusarium species</i></b>			
16	Zearalenone	Estrogen mimic [37,38]	Early puberty, low sperm counts, cancer [39-42]
<b>REFERENCES:</b>			
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2	Wang, S.H., S.H. Yeh, and P.J. Chen, <i>Androgen Enhances Aflatoxin-induced Genotoxicity and Inflammation to Liver Cancer in Male Hepatitis B Patients</i> . Cell Mol Gastroenterol Hepatol. 2023. 15(2): p. 507-508.		
3	Fan, J.H., et al., <i>Attributable causes of liver cancer mortality and incidence in china</i> . Asian Pac J Cancer Prev. 2013. 14(12): p. 7251-6.		
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5	Chu, Y.J., et al., <i>Aflatoxin B(1) exposure increases their risk of cirrhosis and hepatocellular carcinoma in chronic hepatitis B virus carriers</i> . Int J Cancer. 2017. 141(4): p. 711-720.		
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8	Le Pepe, P., et al., <i>First case of Aspergillus caelatus airway colonization in a Chronic Obstructive Pulmonary Disease patient</i> . Int J Infect Dis. 2019. 81: p. 85-90.		
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12	Madrigal-Santillan, E., et al., <i>Antigenotoxic studies of different substances to reduce the DNA damage induced by aflatoxin B(1) and ochratoxin A</i> . Toxins (Basel). 2010. 2(4): p. 738-57.		
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14	Smith, L.E., et al., <i>Aflatoxin Exposure During Pregnancy, Maternal Anemia, and Adverse Birth Outcomes</i> . Am J Trop Med Hyg. 2017. 96(4): p. 770-776.		
15	Sugui, J.A., et al., <i>Aspergillus fumigatus and related species</i> . Cold Spring Harb Perspect Med. 2014. 5(2): p. a019786.		
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17	Al-Anati, L. and E. Petzinger, <i>Immunotoxic activity of ochratoxin A</i> . J Vet Pharmacol Ther. 2006. 29(2): p. 79-90.		
18	Tao, Y., et al., <i>Ochratoxin A: Toxicity, oxidative stress and metabolism</i> . Food Chem Toxicol. 2018. 112: p. 320-331.		
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21	Akiyama, T., et al., <i>The human cathelicidin LL-37 host defense peptide upregulates tight junction-related proteins and increases human epidermal keratinocyte barrier function</i> . J Innate Immun. 2014. 6(6): p. 739-53.		
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# SYMPTOMS OF Mycotoxins



**Company:** ENVDAT TEXAS  
**Project Name:** Animal  
**Address:** 405 Crawford St 2145, Fort Worth, TX 76104  
**E-Mail:** quinnandpoppy@gmail.com

**Accession #:** 4025011254    **Collected:** 06/19/2025  
**External ID:** 191240    **Received:** 06/30/2025  
**Phone:** 8177898498    **Completed:** 07/02/2025

canine

**Procedure Type:** Semi-Quantitative ELISA (Enzyme-Linked Immunosorbent Assay)

Code	Test - Pet Urine	Result	Value (ppb)	Reference Range
OCHRA	Ochratoxin A	Present	2.358	<1.8 Not Present 1.8 to <2 Equivocal ≥=2 Present
AFLA	Aflatoxin Group: (B1, B2, G1, G2)	Present	1.652	<0.8 Not Present 0.8 to <1 Equivocal ≥=1 Present
TRICHO	Trichothecene Group (Macrocylic): Roridin A, Roridin E, Roridin H, Roridin L-2, Verrucarin A, Verrucarin J, Satratoxin G, Satratoxin H, Isosatratoxin F	Present	0.184	<0.07 Not Present 0.07 to <0.09 Equivocal ≥=0.09 Present
GLIO	Gliotoxin Derivative	Present	1.182	<0.5 Not Present 0.5 to <1 Equivocal ≥=1 Present
ZEA	Zearalenone	Not Present	0.484	<0.5 Not Present 0.5 to <0.7 Equivocal ≥=0.7 Present

RTL maintains liability limited to cost of analysis. Interpretation of the data contained in this report is the responsibility of the client.  
This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by RTL.  
The above test report relates only to the items tested. RTL bears no responsibility for sample collection activities or analytical method limitations.

## AFLATOXIN FAMILY

**Organisms:** *Aspergillus flavus*, *Aspergillus oryzae*, *Aspergillus fumigatus*, *Aspergillus parasiticus*

**Aflatoxins have been associated with liver cancer [2,3], cirrhosis [4,5], and other health issues**

1	Aflatoxin B1	Binds DNA and proteins [6,7]	Shortness of breath [8], weight loss [10], most potent and highly carcinogenic	Primarily attacks the liver, other organs include kidneys and lungs [11]
2	Aflatoxin B2	Inhibits DNA and RNA replication [12]	Impaired fetal growth [13,14]	Affects the liver and kidneys [11]
3	Aflatoxin G1	Cytotoxic, induces apoptosis in cells, DNA damage [1]	A flavus is a leading cause of invasive aspergillus in immunocompromised patients [15]	Cancer, neonatal jaundice [2,3,16]
4	Aflatoxin G2	Cancer, neonatal jaundice [2,3,16]	Aflatoxicosis in humans and animals [15]	Malnutrition, lung cancer [2,3,16]

## OCHRATOXIN A

**Organisms:** *Aspergillus ochraceus*, *Aspergillus niger*, *Penicillium species*

5	Ochratoxin A	Inhibits mitochondrial ATP, potent teratogen, and immune suppressor [17-19]	Fatigue, dermatitis, irritated bowel [20-22]	Kidney disease and cancer [23,24]
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## MACROCYCLIC TRICHOTHECENES (Group D)

**Organism:** *Stachybotrys chartarum*

6	Satratoxin G	DNA, RNA, and protein synthesis inhibition [25]	Fatigue [26]	Bleeding disorders, nervous system disorders [27,28]
7	Satratoxin H	Inhibits protein synthesis [25]	Fatigue [26]	Breathing issues [29]
8	Isosatratoxin F	Immunosuppression [30]	Weakened immune system [30]	
9	Roridin A	Immunosuppression [30]	Weakened immune system [30]	
10	Roridin E	DNA, RNA, and protein synthesis disruption [25,32]	Weakened immune system [30]	Lung and nasal olfactory problems [31]
11	Roridin H	Inhibits protein synthesis [25]	Weakened immune system [30]	
12	Roridin L-2	Immunosuppression [30]	Weakened immune system [30]	
13	Verrucarin A	Immunosuppression [30]		
14	Verrucarin J	Immunosuppression [30]		

## GLIOTOXIN DERIVATIVE

**Organisms:** *Aspergillus fumigatus*, *Aspergillus terreus*, *Aspergillus niger*, *Aspergillus flavus*

15	Gliotoxin	Attacks intracellular function in immune system [34]	Memory and breathing issues [35,36]	Immune dysfunction disorders [34]
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## ZEARALENONE

**Organisms:** *Fusarium species*

16	Zearalenone	Estrogen mimic [37,38]	Early puberty, low sperm counts, cancer [39-42]	Cancer [39,40]
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## REFERENCES:

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**Company:** DAT Texas  
**Project Name:** Animal  
**Address:** 405 Crawford Street #2145, Fort Worth, 76104  
**E-Mail:** [REDACTED]@REALTIMELAB.COM

**Accession #:** 4025010930    **Collected:** 06/19/2025  
**External ID:** 191240    **Received:** 06/26/2025  
**Phone:** 8177898498    **Completed:** 06/27/2025

## Canine

**Procedure Type:** Semi-Quantitative ELISA (Enzyme-Linked Immunosorbent Assay)

Code	Test - Pet Urine	Result	Value (ppb)	Reference Range
OCHRA	Ochratoxin A	Present	2.696	<1.8 Not Present 1.8 to <2 Equivocal ≥=2 Present
AFLA	Aflatoxin Group: (B1, B2, G1, G2)	Not Present	0.243	<0.8 Not Present 0.8 to <1 Equivocal ≥=1 Present
TRICHO	Trichothecene Group (Macrocylic): Roridin A, Roridin E, Roridin H, Roridin L-2, Verrucarin A, Verrucarin J, Satratoxin G, Satratoxin H, Isosatratoxin F	Present	0.140	<0.07 Not Present 0.07 to <0.09 Equivocal ≥=0.09 Present
GLIO	Gliotoxin Derivative	Present	1.494	<0.5 Not Present 0.5 to <1 Equivocal ≥=1 Present
ZEA	Zearalenone	Not Present	0.451	<0.5 Not Present 0.5 to <0.7 Equivocal ≥=0.7 Present

RTL maintains liability limited to cost of analysis. Interpretation of the data contained in this report is the responsibility of the client.  
This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by RTL.  
The above test report relates only to the items tested. RTL bears no responsibility for sample collection activities or analytical method limitations.

Mycotoxin	Cellular Activity of Mycotoxin	Symptoms/Other	Association with a "Disease State"
<b>AFLATOXIN FAMILY</b>			
<b>Organisms: <i>Aspergillus flavus</i>, <i>Aspergillus oryzae</i>, <i>Aspergillus fumigatus</i>, <i>Aspergillus parasiticus</i></b>			
<b>Aflatoxins have been associated with liver cancer [2,3], cirrhosis [4,5], and other health issues</b>			
1	Aflatoxin B1	Binds DNA and proteins [6,7]	Shortness of breath [8], weight loss [10], most potent and highly carcinogenic.
2	Aflatoxin B2	Inhibits DNA and RNA replication [12]	Impaired fetal growth [13,14]
3	Aflatoxin G1	Cytotoxic, induces apoptosis in cells, DNA damage [1]	A <i>flavus</i> is a leading cause of invasive aspergillosis in immunocompromised patients [15]
4	Aflatoxin G2	Cancer, neonatal jaundice [2,3,16]	Aflatoxicosis in humans and animals [15]
<b>OCHRATOXIN A</b>			
<b>Organisms: <i>Aspergillus ochraceus</i>, <i>Aspergillus niger</i>, <i>Penicillium species</i></b>			
5	Ochratoxin A	Inhibits mitochondrial ATP, potent teratogen, and immune suppressor [17-19]	Fatigue, dermatitis, irritated bowel [20-22]
<b>MACROCYCLIC TRICHOTHECENES (Group D)</b>			
<b>Organism: <i>Stachybotrys chartarum</i></b>			
6	Satratoxin G	DNA, RNA, and protein synthesis inhibition [25]	Fatigue [26]
7	Satratoxin H	Inhibits protein synthesis [25]	Fatigue [26]
8	Isosatratoxin F	Immunosuppression [30]	Weakened immune system [30]
9	Roridin A	Immunosuppression [30]	Weakened immune system [30]
10	Roridin E	DNA, RNA, and protein synthesis disruption [25,32]	Weakened immune system [30]
11	Roridin H	Inhibits protein synthesis [25]	Weakened immune system [30]
12	Roridin L-2	Immunosuppression [30]	Weakened immune system [30]
13	Verrucarin A	Immunosuppression [30]	
14	Verrucarin J	Immunosuppression [30]	
<b>GLIOTOXIN DERIVATIVE</b>			
<b>Organisms: <i>Aspergillus fumigatus</i>, <i>Aspergillus terreus</i>, <i>Aspergillus niger</i>, <i>Aspergillus flavus</i></b>			
15	Gliotoxin	Attacks intracellular function in immune system [34]	Memory and breathing issues [35,36]
<b>ZEARALENONE</b>			
<b>Organisms: <i>Fusarium species</i></b>			
16	Zearalenone	Estrogen mimic [37,38]	Early puberty, low sperm counts, cancer [39-42]
<b>REFERENCES:</b>			
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42	Massart, F. and G. Saggese, <i>Oestrogenic mycotoxin exposures and precocious pubertal development</i> . Int J Androl. 2010. 33(2): p. 369-76.		

**Patient Name:** Kathryn Copeland  
[REDACTED]

**Date:** September 11, 2025

**Provider Name & Credentials:** Kim Tran, M.D.

**Facility:** UT Southwestern Medical Center  
600 S Main St 3rd Floor, Suite 500  
Fort Worth, TX 76104

[REDACTED]

To Whom It May Concern,

I am the primary care physician for Kathryn Copeland. She has been under my care for multiple chronic medical conditions that significantly impair her daily functioning, including hypermobile Ehlers-Danlos Syndrome (hEDS), Postural Orthostatic Tachycardia Syndrome (POTS), Mast Cell Activation Syndrome (MCAS), [REDACTED] immune system abnormalities (hypergammaglobulinemia), [REDACTED] and complications from toxic mold exposure.

These conditions collectively cause severe fatigue, post-exertional malaise, autonomic instability, chronic pain, tremors, migraines, visual disturbances, and cognitive dysfunction (slowed processing, memory impairment, and brain fog). Even minimal exertion can trigger symptom flares requiring extended rest.

Since early 2025, Ms. Copeland's health has worsened. She was displaced from her home in June/July 2025 due to toxic mold and has been forced to live in unstable hotel housing. This disruption prevents her from accessing prescribed home health services, therapy, and ongoing medical care, further compromising her health.

[REDACTED]  
[REDACTED]  
[REDACTED]

Sincerely,



Kim Tran, M.D.  
UT Southwestern Medical Center

**UTSouthwestern**  
Medical Center

University Hospital Physical Medicine & Rehabilitation Clinic  
Clinic Phone: 214-645-2080

September 8, 2025

Patient Name: Kathryn Copeland  
[REDACTED]

RE: Medical Statement for Disability Application

To Whom It May Concern,

[REDACTED] She has been under my care at UTSouthwestern since October 8, 2024, for Hypermobility EhlersDanlos Syndrome (hEDS), Mast Cell Activation Syndrome (MCAS) and Postural Orthostatic Tachycardia Syndrome (POTS). These are severe chronic illnesses that significantly impair her daily functioning [REDACTED]

In addition to these primary conditions, review of her medical records shows she is also being treated for the following chronic and compounding illnesses:

[REDACTED] Hashimoto's disease with severely low iron requiring three iron infusions, bilateral vision loss and binocular dysfunction linked to toxic mold exposure, [REDACTED] and immune abnormalities including hypogammaglobulinemia.

Her July 2025 evaluation by Dr. Alfred Johnson documented toxic mold exposure with extremely elevated levels of Aspergillus, Chaetomium, and Stachybotrys. He noted severe chronic fatigue (up to 18 hours/day bedridden), 30 lbs of weight loss, cognitive impairment, and hyperbaric oxygen therapy and urgent need for relocation.

Since my prior March 2025 statement, Ms. Copeland's health has further deteriorated. She was displaced in June/July 2025 due to mold contamination and has been forced to live in a hotel. This unstable housing situation prevents her from accessing home health nursing and supportive services previously prescribed, further worsening her decline.

She continues to experience severe and disabling symptoms, including:

- Severe systemic inflammation.

- Persistent fatigue and post-exertional malaise.
- Orthostatic intolerance, dizziness, tremors, and frequent migraines.
- Neurological and sensory issues, including visual disturbances and light sensitivity.
- Severe GI impairment with ongoing nutritional instability.
- Cognitive dysfunction, including impaired memory, slowed processing, and executive dysfunction.

[REDACTED] This

[REDACTED] lack of resources is directly worsening her health and preventing her from accessing prescribed care.

In my professional opinion, Ms. Copeland remains unable to perform sustained work activity and is in urgent need of financial and medical support to stabilize her living conditions and prevent irreversible decline.

Sincerely,

 9/10/25

Isabel Huang, MD  
UT Southwestern Medical Center

**Michael Conte, O.D. -  
Neurology Opthamologist**

**June 13, 2025**

## EXAMINATION RECORD

**Lake Worth Vision Source**  
6636 Lake Worth Blvd Suite 300  
Lake Worth, TX 76135-3002  
817-626-4441 FAX: 817-625-7675

**For: Copeland, Kathryn M**

**Exam Date:** 06/13/2025

**Print Date:** 06/13/2025 10:44 AM

**Age:** 39

**Occupation:** Student TCU-britedivinity

**Gender:** Female **Race:** White

### **CHIEF COMPLAINT**

**NOTES:** WAS PATIENT REFERRED:yes, christi furguson

TYPE OF INJURY AND DATE: TBI aquired brain injury- 2 years ago

HAS PATIENT BEEN IN PT/OT IF SO HOW LONG:yes both- a couple weeks ago

ANY VISUAL SYMPTOMS LOSS OF PERIPHERAL VISION, DISTORTION, DOUBLE VISION:yes peripheral loss, distortion - cant see the tv sometimes strains eyes, vision changes a lot.

LOSS OF MOBILITY:yes

[REDACTED]

[REDACTED]

[REDACTED] zie

### **HISTORY PRESENT ILLNESS (HPI)**

**VISION COMPLAINT:** Bilateral: With current spectacle correction Problems are experienced primarily at distance.

[REDACTED]

**INTEGUMENTARY:** No symptoms reported at this time.  
**MUSCULOSKELETAL:** No symptoms reported at this time.  
**NEUROLOGICAL:** No symptoms reported at this time.  
**PSYCHIATRIC:** No symptoms reported at this time.  
**RESPIRATORY:** No symptoms reported at this time.

### **PRESENTING FINDINGS**

#### **PRESENTING SPECTACLE Rx: (#1)**

RT: DVA: 20/20-  
LT: DVA: 20/25

### **VISION**

#### **K-READINGS:**

RT: 38.00 @ 098 Steep 38.50 @ 008  
LT: 38.25 @ 111 Steep 38.75 @ 021

**NOTES:** Eye Movement Skills:

Extraocular motility:  
Pursuits:  
Saccades:  
Cover test distance:4x  
Cover test near:8x  
NPC: Date-time: 6/13/2025 9:55:36 AM By: Mehallic, Mackenzie

#### **AUTO REFRACTION:**

RT: Plano -1.00 x 071  
LT: Plano -0.75 x 094

#### **FINAL SPECTACLE Rx:**

RT: -0.25 -1.00 x 080 HPrism: 1.00BI Add: +1.00 DVA: 20/20  
LT: -0.25 -0.75 x 105 HPrism: 1.00BI Add: +1.00 DVA: 20/20

### **EXAMINATION**

#### **CUP/DISC RATIO:**

RT: Horz .40 Vert .40  
LT: Horz .40 Vert .40

**TONOMETRY:** RT: 9 mmHg LT: 9 mmHg Test: Non-Contact Time: 09:17 AM Category: Examination

**SLIT-LAMP EXAM:** punctate staining.

### **SPECIAL TESTING**

**EXTERNAL PHOTOGRAPHY:** Bilateral: CPT 92285 - Interpretation and Report: Anterior segment imaging demonstrates a defective ocular structure in the following areas:

**OPTOS Retinal Imaging:** Bilateral: CPT 92250 - Interpretation and Report:

**SCANNING LASER OPHTHALMOSCOPY (NFL):** Bilateral: CPT 92133 - Interpretation and Report:

**FIELD STUDIES-General (92083):** Bilateral: CPT 92083 - Interpretation and Report:

**SENSORIMOTOR EXAM:** Bilateral: Sensory defect in visual acuity found.

#### **IMPRESSION(S):**

Right Eye: tumor

Bilateral: toxic mold mycotoxin exposure

Bilateral: Dry eye syndrome

Bilateral: O/C due to CI and Binocular Issues due to exposure to toxins

### **PLAN**

**TREATMENT NEUROLOGY:** Bilateral: Future VEP

**TREATMENT DRY EYE:** Bilateral: schedule 3x heat tx

**SPECTACLE PLAN:** Bilateral: Rx spectacles. Prism.

### **PATIENT MANAGEMENT**

**COUNSELING:** Counseling has been provided to review this patient's case and discuss options for treatment.

**COUNSELING / EDUCATION:** I have verbally discussed my clinical findings and recommendations in detail with this patient and/or parents. They acknowledge that they do not have additional questions.

**ELECTRONIC SIGNATURE:** Electronically Signed By: Michael D. Conte, O.D. on 06/13/2025 10:01 AM.

**DIAGNOSIS:**

H04.123 Dry eye syndrome of bilateral lacrimal glands  
S06.0X0A Concussion without loss of consciousness, initial encounter

**PROCEDURE:**

99214 Level 4 .Estab  
92250 Photography-fundus  
92285 Photography-external  
92060 Therapy-vis-sensorimotor  
92133 GDX Scanning Laser  
92083 Fields Visual-30-2/goldmn

~78

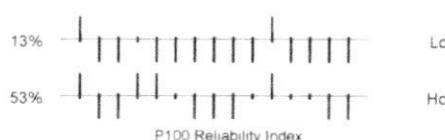
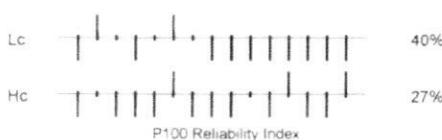
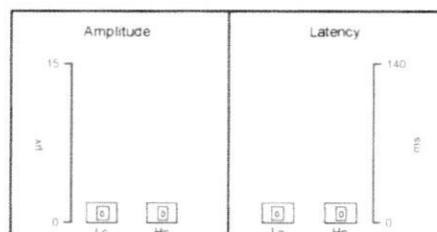
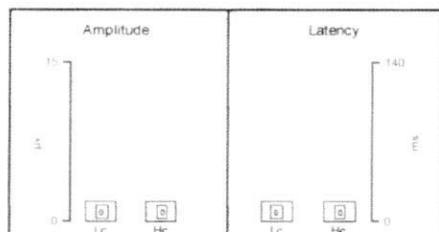
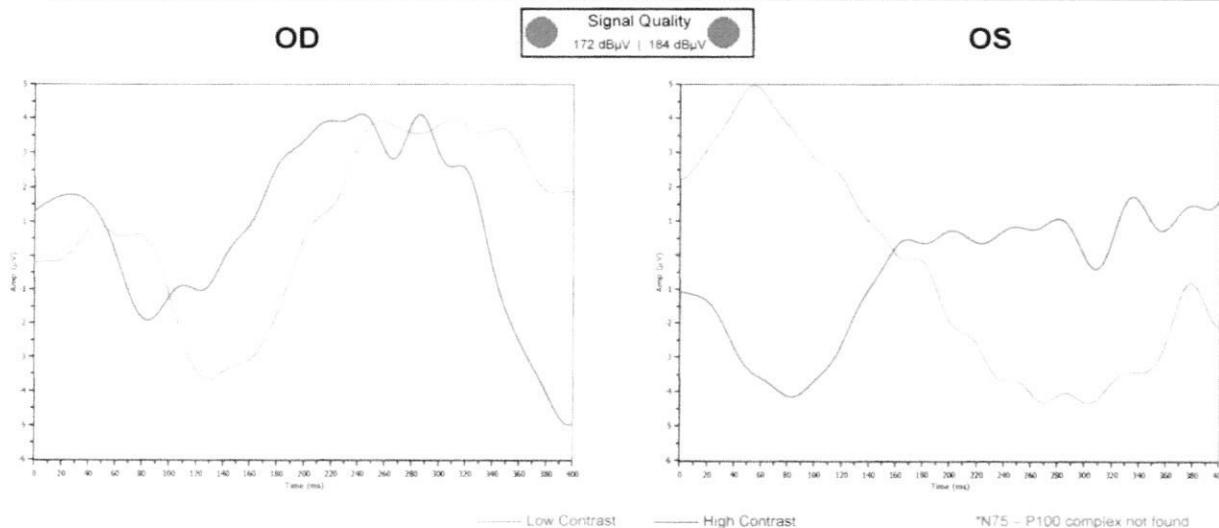
**Completed Exam:** \_\_\_\_\_  
Michael Conte,O.D.

Date: 06/13/2025

# DIOPSYS® NOVA-LX

OFFICE BASED NEURO OPTIC VISION ASSESSMENT

First Name: KATHRYN      DOB: [REDACTED]  
 Last Name: COPELAND      Age: 38  
 Patient ID:      Gender: Female  
 Exam Date: 2024-06-14      OD: S/C/Ax/Ad:/0.00/0/0.00      VA: 20/25  
 Exam Time: 05:45:35 PM      OS: S/C/Ax/Ad:/0.00/0/0.00      VA: 20/25



Parameters	OD	OS	Difference
Amplitude Low Contrast $\mu$ V	*	*	--
Amplitude High Contrast $\mu$ V	*	*	--
Latency Low Contrast ms	*	*	--
Latency High Contrast ms	*	*	--

Remarks
* P100 not identified
* P100 not identified
<b>* P100 not identified</b>
* P100 not identified

\* - P100 not identified, abnormal VEP response

Operator: Solis, Sandra

Michael Conte, OD - 3855

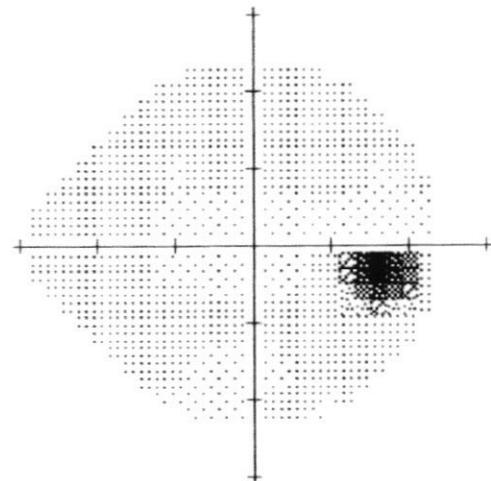
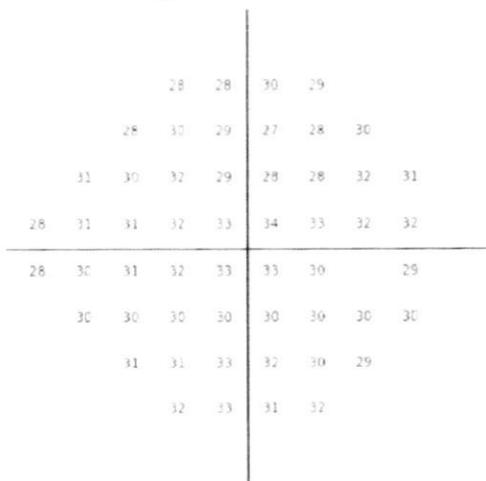
Comments:

Signature:

OD				
kathryn copeland		06/14/2024	N/A	24
952963	[REDACTED]	female	3:48 PM	III

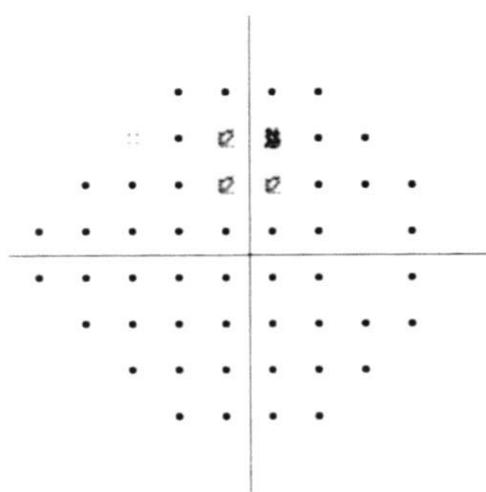
4.29% N/A

0/4 2:59 N/A 0/4

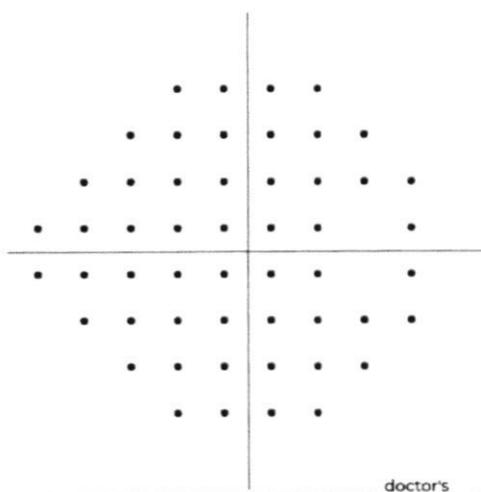


#### Total Deviation

MD: -0.84  
PSD: 2.10  
VFI: 100



#### Pattern Deviation



doctor's  
signature

Lake Worth Vision Source  
6636 Lake Worth Blvd., Suite #300  
TX 76135

Mehallic, Mackenzie

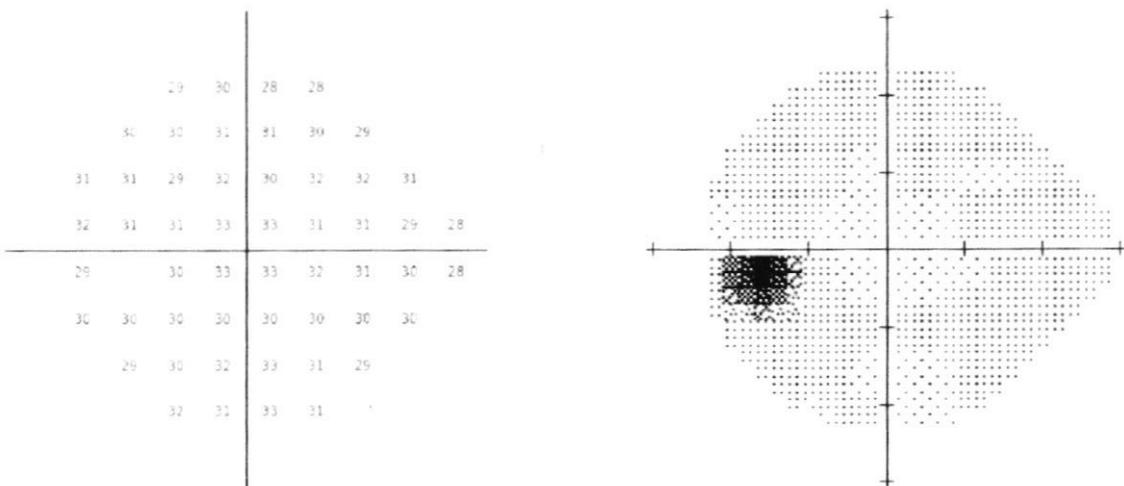
Conte, Michael

VisuALL 2024: AVAStandard is a threshold test. Final diagnosis is doctor's responsibility.

OS				
kathryn copeland		06/14/2024	N/A	24
952963	[REDACTED]	female	3:48 PM	III

11.19% N/A

0/4 2:55 N/A 3/4



#### Total Deviation

MD: -0.70  
PSD: 1.80  
VFI: 100

#### Pattern Deviation

• < 5%  
◐ < 2%  
■ < 1%  
█ < 0.5%

doctor's signature

Lake Worth Vision Source  
6636 Lake Worth Blvd., Suite #300  
TX. 76135

Mehallic, Mackenzie

Conte, Michael

VisuALL 2024: AVAStandard is a threshold test. Final diagnosis is doctor's responsibility.

*Vision Source*

**Stacey Sykes**

Optician

Town & Country Vision Source  
2530 Jacksboro Hwy.  
Fort Worth, TX 76114  
817-626-2020  
Fax: 817-720-6338

visit our website at: [www.visionsource-drmconte.com](http://www.visionsource-drmconte.com)

Lake Worth Vision Source  
6636 Lake Worth Blvd., Suite 300  
Lake Worth, TX 76135-3002  
817-626-4441  
Fax: 817-625-7675

e Worth Vision Source  
Michael Conte O.D.  
e Worth Blvd. Suite #300  
e Worth, TX 76135  
(817) 626-4441

Quote for Kathryn Copeland (DOB [REDACTED])

Frames--\$520.00 (recommended for her due to weight of frame)  
Progressive no – Line \$560.00  
Polycarbonate--\$85  
Prism--\$40.00  
Anti-Reflective--\$220.00  
Transitions--\$180.00  
Drill Fee--\$40.00  
Poslish--\$25.00  
Warranty Frame--\$20.00

1,690

**Cost of glasses**

845  $\frac{1}{2}$

# INDOOR AIR QUALITY & MOLD INVESTIGATION

Copeland Residence  
405 Crawford Street, Apt. 2145  
Fort Worth, TX 76104

## I. EXECUTIVE SUMMARY

BioTex Inspections, LLC performed a limited inspection for visible fungal growth and/or indoor air quality relating to airborne/settled fungi at 405 Crawford Street, Apt. 2145, Fort Worth, TX ("Residence") on June 18, 2025. Kyle Reist of BioTex Inspections, a Texas Licensed Mold Assessment Consultant (TDSHS license No. MAC1742), performed and conducted the inspection, which consisted of a limited visual inspection of the structure's interior and exterior, hygrometer to measure relative humidity, borescope camera to investigate wall cavities and HVAC vents, and a moisture meter/infrared camera to analyze surfaces for moisture.

This inspection was conducted in accordance with state regulations, as well as current industry guidelines and practices. This assessment is not a certificate, assurance, warranty or guarantee of future conditions or performance, but is an assessment of the conditions present and detected on the date of this inspection.

BioTex Inspections collected three (3) air quality samples, two (2) surface swab samples and one (1) tape lift sample at the time of the investigation; the samples were sent to EMSL Analytical, Inc. (Texas Mold Lab License: LAB1032).

## II. SITE INVESTIGATION PROCEDURES

Kyle Reist of BioTex Inspections visited the site on June 18, 2025.

### A. Inspection for Visible Mold

Multiple locations within the areas of concern were visually investigated and visible fungal growth was found.

### B. Air Sampling

Three (3) air quality samples were collected during the investigation. The following locations and descriptions of each sample collected were as follows:

- i. **Exterior** (Outdoor Control) Sample number A1 was collected adjacent to the Main/Front Entrance. This sample was collected to obtain a baseline of the spores that are found at the exterior of the Residence.
- ii. Interior sample number A2 was collected in the **Guest Bedroom**. This sample was collected to see if any fungal growth, that could not be visually seen, could possibly be collected in an air sample.
- iii. Interior sample number A3 was collected in the **Guest Bedroom Wall Cavity**. This sample was

collected to see if any fungal growth, that could not be visually seen, could possibly be collected in an air sample.

### **C. Results of Air Sampling**

- i. **Exterior** (Outdoor) Sample number A1 had the presence of:  
*Alternaria, Ascospores, Basidiospores, Bipolaris, Chaetomium, Cladosporium, Curvularia, Epicoccum, Ganoderma, Myxomycetes, Pithomyces and Nigrospora*
- ii. **Guest Bedroom** sample number A2 had the presence of:  
*Alternaria, Aspergillus/Penicillium, Chaetomium, Myxomycetes and Stachybotrys/Memnoniella*
- iii. **Guest Bedroom Wall Cavity** sample number A3 had the presence of:  
*Aspergillus/Penicillium, Basidiospores, Chaetomium, Cladosporium, Myxomycetes and Stachybotrys/Memnoniella*

Aspergillus/Penicillium, Chaetomium and Stachybotrys/Memnoniella tested at elevated levels, Stachybotrys/Memnoniella tested at slightly elevated levels and the remaining molds tested at acceptable levels.

Some air quality tests may come back as "overloaded" meaning extremely high background concentrations of mold or foreign matter (construction dust, dirt, etc.) may obscure some mold spore counts and make it difficult to get an accurate count of airborne mold.

The laboratory data has been attached to the report. In the laboratory report you will find a description of each of the fungi that was found in each of the samples collected.

### **D. Surface Swab Sampling**

Two (2) swab samples were collected at the Residence. The following locations and description of the samples collected are as follows:

- i. **Front Entry Drywall (Sample B1)** – *Rare counts of Pithomyces, rare counts of Stachybotrys/Memnoniella and rare counts of Nigrospora*
- ii. **Guest Bedroom Baseboard (Sample B2)** – *Low counts of Aspergillus/Penicillium and high counts of Chaetomium*

### **E. Results of Surface Swab Sampling**

- i. **Front Entry Drywall (Sample B1)** resulted in Condition 2: contaminated with settled spores, which requires remedial action to Condition 1 status.
- ii. **Guest Bedroom Baseboard (Sample B2)** – resulted in Condition 3: actual fungal growth, which requires remedial action to Condition 1 status.

### **F. Tape Lift Sampling**

One (1) tape lift sample was collected at the Residence. The following locations and description of the samples collected are as follows:

# **Exhibit 13**

# Mold Assessment Report



## Mold Assessment Report

**Conducted for:  
Copeland Residence  
405 Crawford Street, Apt. 2145  
Fort Worth, TX 76104**

**Prepared by:  
Kyle Reist  
Mold Assessment Consultant  
License #MAC1742  
BioTex Inspections, LLC  
Dallas, TX 75248**

**Phone: 972-637-6707  
Email: [kyle@biotexinspections.com](mailto:kyle@biotexinspections.com)  
[www.biotexinspections.com](http://www.biotexinspections.com)**



EMSL ANALYTICAL, INC.

License No. LAB1032

2307 Springlake Road, Suite 510, Dallas, TX, 75234

# INDOOR AIR QUALITY & MOLD INVESTIGATION

Copeland Residence  
405 Crawford Street, Apt. 2145  
Fort Worth, TX 76104

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This inspection was conducted in accordance with state regulations, as well as current industry guidelines and practices. This assessment is not a certificate, assurance, warranty or guarantee of future conditions or performance, but is an assessment of the conditions present and detected on the date of this inspection.

BioTex Inspections collected three (3) air quality samples, two (2) surface swab samples and one (1) tape lift sample at the time of the investigation; the samples were sent to EMSL Analytical, Inc. (Texas Mold Lab License: LAB1032).

## II. SITE INVESTIGATION PROCEDURES

Kyle Reist of BioTex Inspections visited the site on June 18, 2025.

### A. Inspection for Visible Mold

Multiple locations within the areas of concern were visually investigated and visible fungal growth was found.

### B. Air Sampling

Three (3) air quality samples were collected during the investigation. The following locations and descriptions of each sample collected were as follows:

- i. **Exterior** (Outdoor Control) Sample number A1 was collected adjacent to the Main/Front Entrance. This sample was collected to obtain a baseline of the spores that are found at the exterior of the Residence.
- ii. Interior sample number A2 was collected in the **Guest Bedroom**. This sample was collected to see if any fungal growth, that could not be visually seen, could possibly be collected in an air sample.
- iii. Interior sample number A3 was collected in the **Guest Bedroom Wall Cavity**. This sample was

collected to see if any fungal growth, that could not be visually seen, could possibly be collected in an air sample.

### C. Results of Air Sampling

- i. **Exterior** (Outdoor) Sample number A1 had the presence of:  
*Alternaria, Ascospores, Basidiospores, Bipolaris, Chaetomium, Cladosporium, Curvularia, Epicoccum, Ganoderma, Myxomycetes, Pithomyces and Nigrospora*
- ii. **Guest Bedroom** sample number A2 had the presence of:  
*Alternaria, Aspergillus/Penicillium, Chaetomium, Myxomycetes and Stachybotrys/Memnoniella*
- iii. **Guest Bedroom Wall Cavity** sample number A3 had the presence of:  
*Aspergillus/Penicillium, Basidiospores, Chaetomium, Cladosporium, Myxomycetes and Stachybotrys/Memnoniella*

Aspergillus/Penicillium, Chaetomium and Stachybotrys/Memnoniella tested at elevated levels, Stachybotrys/Memnoniella tested at slightly elevated levels and the remaining molds tested at acceptable levels.

Some air quality tests may come back as "overloaded" meaning extremely high background concentrations of mold or foreign matter (construction dust, dirt, etc.) may obscure some mold spore counts and make it difficult to get an accurate count of airborne mold.

The laboratory data has been attached to the report. In the laboratory report you will find a description of each of the fungi that was found in each of the samples collected.

### D. Surface Swab Sampling

Two (2) swab samples were collected at the Residence. The following locations and description of the samples collected are as follows:

- i. **Front Entry Drywall (Sample B1)** – *Rare counts of Pithomyces, rare counts of Stachybotrys/Memnoniella and rare counts of Nigrospora*
- ii. **Guest Bedroom Baseboard (Sample B2)** – *Low counts of Aspergillus/Penicillium and high counts of Chaetomium*

### E. Results of Surface Swab Sampling

- i. **Front Entry Drywall (Sample B1)** resulted in Condition 2: contaminated with settled spores, which requires remedial action to Condition 1 status.
- ii. **Guest Bedroom Baseboard (Sample B2)** – resulted in Condition 3: actual fungal growth, which requires remedial action to Condition 1 status.

### F. Tape Lift Sampling

One (1) tape lift sample was collected at the Residence. The following locations and description of the samples collected are as follows:

- i. **Purple Couch (Sample C1)** – *Rare counts of Aspergillus/Penicillium and high counts of Cladosporium*

#### **G. Results of Tape Lift Sampling**

- i. **Purple Couch (Sample C1)** resulted in Condition 1: normal fungal ecology, which requires no remedial action.

### **III. CONCLUSIONS AND RECOMMENDATIONS**

During the investigation of the areas, the visual fungal investigation found visible mold in the front entryway, HVAC closet area and guest bedroom (see pictures below for reference). The air sampling detected elevated counts of *Aspergillus/Penicillium, Chaetomium and Stachybotrys/Memnoniella*, slightly elevated levels of *Stachybotrys/Memnoniella* and the remaining molds tested at acceptable levels.

A previous leak coming from the HVAC closet has resulted in extensive water damage and mold growth in the guest bedroom and areas surrounding the HVAC closet (see photos below for reference). Mold growth was observed on the baseboards, drywall and carpet tack strip at the time of the mold assessment.

The scope and magnitude of the mold growth and **affected** areas exceeds 25 contiguous square feet therefore the mobile home company is required to have a Mold Protocol written by a Texas licensed Mold Assessment Consultant and to hire a Texas licensed Mold Remediation Company perform the remedial work per the Texas Department of Licensing and Regulations which regulates the mold testing and remediation industry (<https://www.tdlr.texas.gov/mld/mldnotifications.htm>).

**Biotex Inspections recommends that a licensed Mold Remediation Contractor be retained for the removal of the impacted materials. Additionally, a Mold Assessment Consultant should be retained to prepare the appropriate mold protocol and conduct final air clearance testing upon completion of the remediation. However, all sources of water intrusion, water damage, humidity, and/or moisture content, including but not limited to any built-in mechanical systems, water systems and/or structural elements, should be properly repaired before beginning the remediation to help prevent the re-occurrence of damage and mold growth. The Residence's maintenance records and reports may help reveal additional sources of water intrusion that may have impacted this Residence and/or surrounding properties, which may have contributed or may be contributing to the mold identified within this report.**

**Maintenance Personnel/General Contractors/Sub-Contractors, who are not licensed through the Texas Department of Licensing and Registration for Mold Remediation, should NOT ATTEMPT to perform exploratory cuts, cover-up, repair work or remediate the areas cited within the "Visual Inspection" area of this report. Such action could result in further contamination of the structure and any surrounding properties, further exposure to occupants and exposure to contractor personnel if the proper Personal Protective Equipment is not worn.**

***BioTex Inspections is hereby notifying the client that 405 Crawford Street, Apt. 2145, Fort Worth, TX is unfit for human occupancy until mold remediation of the residence/facility/structure (including all items/contents within) is performed in accordance with the Texas Mold Assessment and Remediation Administrative Rules.***

## IV. LIMITATIONS

Affected areas have been identified by visual inspection and/or analytical results. Observations, data, findings, and conclusions stated in this report reflect site conditions at the time of BioTex Inspections' investigation. These conditions could change as a result of any number of factors (e.g., future moisture intrusion, presence of substances not detectable by our limited review and measurements, changes in building condition due to weather, construction activity, etc.). Other affected areas may exist, which could be discovered only during renovation, demolition, or destructive testing. BioTex Inspections/Kyle Reist does not assume responsibility for the investigation of any unknown issues, including asbestos and lead, not brought to our attention prior to the commencement of the assessment.

Should further research, testing, or investigation be conducted at the site, the additional information and data should be reviewed by BioTex Inspections, whereby the conclusions presented herein may be modified. This report is prepared for the sole use of our client. BioTex Inspections/Kyle Reist reserves the right to supplement this report should additional information become available.

If you have any questions regarding the contents of this report or need additional information regarding this report please contact Kyle Reist, BioTex Inspections, LLC.

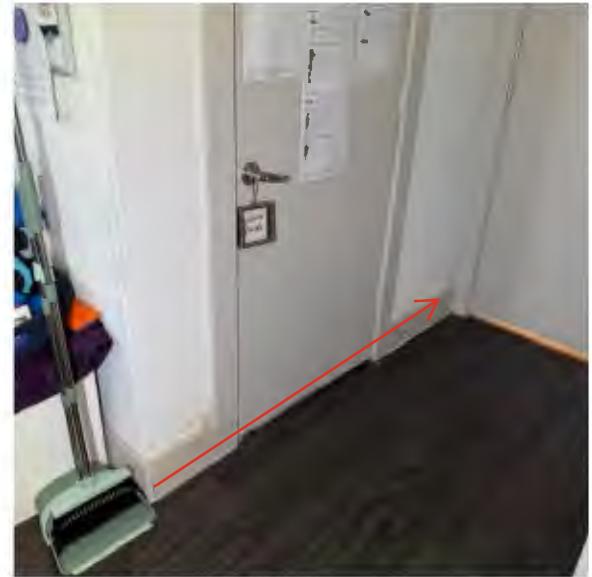
Sincerely,



Kyle Reist  
Mold Assessment Consultant  
TDLR License # MAC1742  
Expires 12/09/2026



A swab sample was conducted on the apparent mold growth at the front door which tested positive for Stachybotrys & Alternaria.



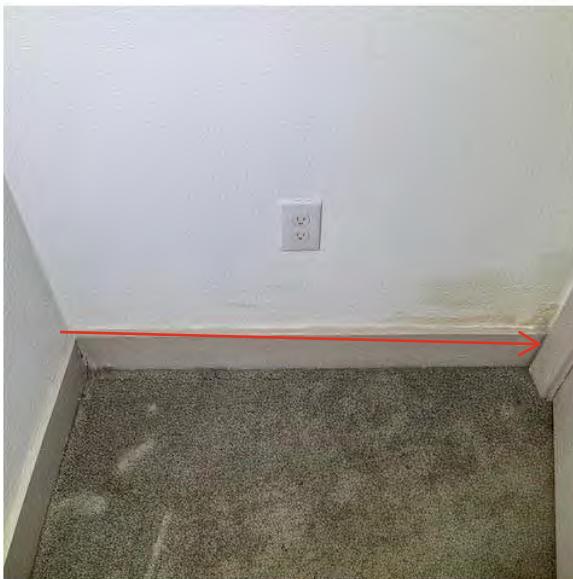
Water damage and mold growth was found around the HVAC closet which is likely due to a previous HVAC leak.



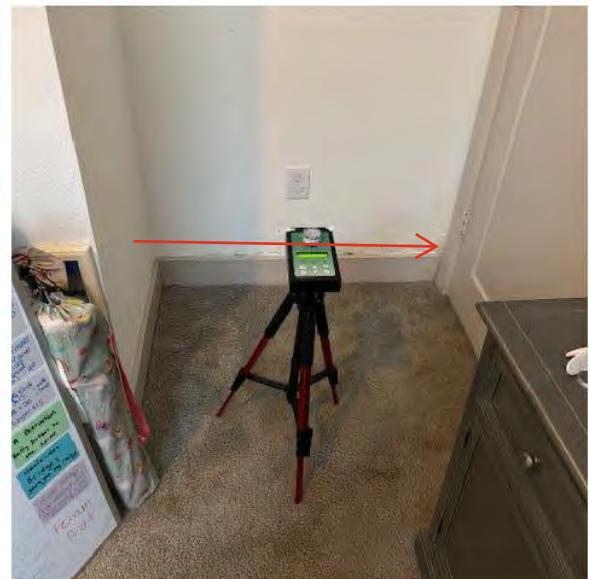
Close up of the baseboards adjacent to the HVAC closet with water damage.



The baseboards next to the HVAC closet were pulled out and mold growth was observed behind them and on the drywall.



Water damage and mold growth was observed on the guest bedroom baseboards and drywall adjacent to the HVAC closet.



An air quality test was conducted in the guest bedroom which tested positive for elevated Chaetomium and Stachybotrys/Memnoniella.



A borescope camera was utilized inside of the guest bedroom wall cavity and rampant mold growth was observed.



Mold growth was observed behind the baseboards in the guest bedroom and a swab sample tested positive for Chaetomium.



TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157  
Austin, Texas 78711-2157  
1-800-803-9202 (512) 463-6599  
[www.tdir.texas.gov](http://www.tdir.texas.gov)

If you cut around the border of the license it will fit in  
a standard 5" x 7" frame.

*NOTE: Issuance of the wallet card is in a separate mailing.*



Rick Figueroa  
Chair

Thomas J. Butler  
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.  
Nora Castaneda  
Sujeeth Draksharam  
Lori High, R.N., N.P., Retired  
Gary F. Wesson, D.D.S., M.S.

*Mold Assessment Consultant*  
**KYLE REIST**

License Number: MAC1742

The person named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: December 09, 2026

Courtney Arbour  
Executive Director



# EXPANDED FUNGAL REPORT

<sup>TM</sup>

Prepared Exclusively For

Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248  
Phone:972-637-6707

**Report Date:** 6/20/2025  
**Project:** Katie C.  
**EMSL Order:** 112500873

**AIHA LAP, LLC.**

AIHA LAP, LLC EMLAP #223278, TX  
1032



This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

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## EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

### 1. Description of Analysis

#### Analytical Laboratory

EMSL Analytical, Inc. (EMSL) is a nationwide, full service, analytical testing laboratory network providing Asbestos, Mold, Indoor Air Quality, Microbiological, Environmental, Chemical, Forensic, Materials, Industrial Hygiene and Mechanical Testing services since 1981. Ranked as the premier independently owned environmental testing laboratory in the nation, EMSL puts analytical quality as its top priority. This quality is recognized by many well-respected federal, state and private accrediting agencies, and assured by our high quality personnel, including many Ph.D. microbiologists and mycologists.

EMSL is an independent laboratory that performed the analysis of these samples. EMSL did not conduct the sampling or site investigation for this report. The samples referenced herein were analyzed under strict quality control procedures using state-of-the-art microbiological methods. The analytical methods used and the data presented are scientifically and legally defensible.

The laboratory data is provided in compliance with ISO-IEC 17025 guidelines for the particular test(s) requested, including any associated limitations for the methods employed. These data are intended for use by professionals having knowledge of the testing methods necessary to interpret them accurately.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

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## EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

### Air Samples - Spore traps:

Spore traps are commercially available sampling devices that capture airborne particles on an adhesive slide. Air is pulled through the device using a vacuum pump. Spores, as well as other airborne particles, are impacted on the collection adhesive. Using spore trap collection methods has inherent limitations. These collection methods are biased towards larger spore sizes.

The analysis for total spore counts is a direct microscopic examination and does not include culturing or growing the fungi. Therefore, the results include both viable and non-viable spores. Some fungal groups produce similar spore types that cannot be distinguished by direct microscopic examination alone (i.e., *Aspergillus/Penicillium*, and others). Other spore types may lack distinguishing features that aid in their identification. These types are grouped into larger categories such as Ascospores or Basidiospores.

Fungal spores are identified and grouped by morphological characteristics including color, shape, septation, ornamentation, and fruiting structures (if present) which are compared to published mycological identification keys and texts. EMSL reports provide spore counts per cubic meter of air to three significant figures. Please note that each spore category is reported to three significant figures. Due to rounding and the application of three significant figures the sum of the individual spore numbers may not equal the total spore count on the report. EMSL does not maintain responsibility for final volume concentrations (counts/m<sup>3</sup>) since this volume is provided by the field collector and can not be verified by EMSL.

EMSL analyzes spore traps using phase contrast microscopy. There is a wide choice of collection devices (Air-O-Cell, Micro-5, Burkhard, etc.) on the market. Differences in analytical method may exist between spore trap devices.

Spore trap results are reported in spores per cubic meter of air. Due to the other airborne particles collected with the spores, EMSL reports a background particle density. Background density is an indication of overall particulate matter present on the sample (i.e. dust in the air). High background concentrations may obscure spores such as the *Penicillium/Aspergillus* group. The rating system is from 1-5 with 1 = 1 - 25% of the background obscured by material, 2 = 26 - 50%, 3 = 51 - 75%, 4 = 76% - 99%, 5 = 100% or overloaded. A background rating of 4 or higher should be regarded as a minimum count since the actual concentrations may be higher than those reported. EMSL will not be held responsible for overloading of samples. Sample volumes are left to the discretion of the company or persons conducting the fieldwork.

Skin fragment density is the percentage of skin cells making up the total background material, 1 = 1 - 25%, 2 = 26 - 50%, 3 = 51 - 75%, 4 = 76-100%. Skin fragment density is considered an indication of the general cleanliness in the area sampled. It has been estimated that up to 90% of household dust consists of dead skin cells.

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Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

### 2. Analytical Results

See attached data reports and charts.

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**Proj:** Katie C.

## Spore Trap ASSESSMENTReport™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0001	Alternaria (Ulocladium)	4	200	6.4	
	Ascospores	15	630	20.1	
Client Sample ID	Aspergillus/Penicillium++	-	-	-	
A1	Basidiospores	21	890	28.4	
	Bipolaris++	2*	30*	1	
Location	Chaetomium++	1	40	1.3	
Outside Control	Cladosporium	18	760	24.3	
	Curvularia	1*	10*	0.3	
Sample Volume (L)	Epicoccum	1	40	1.3	
75	Fusarium++	-	-	-	
	Ganoderma	1	40	1.3	
Sample Type	Myxomycetes++	10	420	13.4	
Background	Pithomyces++	2*	30*	1	
Comments	Rust	-	-	-	
	Scopulariopsis/Microascus	-	-	-	
	Stachybotrys/Memnoniella	-	-	-	
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	1	40	1.3	
	<b>Total Fungi</b>	<b>77</b>	<b>3130</b>	<b>100</b>	
	Hyphal Fragment	1	40	-	
	Insect Fragment	-	-	-	
	Pollen	4*	50*	-	
Analytical Sensitivity 600x: 42 counts/cubic meter		Skin Fragments: 1 1 to 4 (low to high)			
Analytical Sensitivity 300x *: 13* counts/cubic meter		Fibrous Particulate: 1 1 to 4 (low to high)			
		Background: 2 1 to 4 (low to high); 5 (overloaded)			



Not commonly found growing indoors, spores likely come from outside.



Spores reported to be able to cause allergies in individuals.



Potential for mycotoxin production exists with these fungi.



These fungi are considered water damage indicators.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

-

Initial report from: 06/20/2025 10:47:05

Madison Zarzecny, Laboratory Manager  
 or Other Approved Signatory

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 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

**Proj:** Katie C.

## Spore Trap ASSESSMENTReport™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0002	Alternaria (Ulocladium)	1	40	0.2	Acceptable
	Ascospores	-	-	-	
Client Sample ID	Aspergillus/Penicillium++	119	5020	24.3	ELEVATED
A2	Basidiospores	-	-	-	
	Bipolaris++	-	-	-	
Location	Chaetomium++	335	14100	68.1	ELEVATED
Guest Bedroom	Cladosporium	-	-	-	
	Curvularia	-	-	-	
Sample Volume (L)	Epicoccum	-	-	-	
75	Fusarium++	-	-	-	
	Ganoderma	-	-	-	
Sample Type	Myxomycetes++	1	40	0.2	Acceptable
Inside	Pithomyces++	-	-	-	
	Rust	-	-	-	
Comments	Scopulariopsis/Microascus	-	-	-	
	Stachybotrys/Memnoniella	35	1500	7.2	ELEVATED
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	-	-	-	
	<b>Total Fungi</b>	<b>491</b>	<b>20700</b>	<b>100</b>	Slightly Elevated
	Hyphal Fragment	6	300	-	Slightly Elevated
	Insect Fragment	-	-	-	
	Pollen	-	-	-	
Analytical Sensitivity 600x: 42 counts/cubic meter		Skin Fragments: 2 1 to 4 (low to high)			
Analytical Sensitivity 300x *: 13* counts/cubic meter		Fibrous Particulate: 1 1 to 4 (low to high)			
		Background: 3 1 to 4 (low to high); 5 (overloaded)			

**Acceptable** Concentration at or below background

Not commonly found growing indoors, spores likely come from outside.

**Slightly Elevated** Concentration above background

Spores reported to be able to cause allergies in individuals.

**ELEVATED** Concentration 10X or more above background

Potential for mycotoxin production exists with these fungi.

These fungi are considered water damage indicators.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Initial report from: 06/20/2025 10:47:05

Madison Zarzecny, Laboratory Manager  
 or Other Approved Signatory

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 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

**Proj:** Katie C.

## Spore Trap ASSESSMENTReport™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0003	Alternaria (Ulocladium)	-	-	-	
	Ascospores	-	-	-	
<b>Client Sample ID</b>	Aspergillus/Penicillium++	878	37100	85.2	<b>ELEVATED</b>
A3	Basidiospores	1	40	0.1	<b>Acceptable</b>
	Bipolaris++	-	-	-	
<b>Location</b>	Chaetomium++	147	6200	14.2	<b>ELEVATED</b>
Guest Bedroom Wall Cavity	Cladosporium	2	80	0.2	<b>Acceptable</b>
	Curvularia	-	-	-	
<b>Sample Volume (L)</b>	Epicoccum	-	-	-	
75	Fusarium++	-	-	-	
	Ganoderma	-	-	-	
<b>Sample Type</b>	Myxomycetes++	1	40	0.1	<b>Acceptable</b>
Inside	Pithomyces++	-	-	-	
	Rust	-	-	-	
<b>Comments</b>	Scopulariopsis/Microascus	-	-	-	
	Stachybotrys/Memnoniella	2	80	0.2	<b>Slightly Elevated</b>
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	-	-	-	
	<b>Total Fungi</b>	<b>1031</b>	<b>43540</b>	<b>100</b>	<b>ELEVATED</b>
	Hyphal Fragment	2	80	-	<b>Slightly Elevated</b>
	Insect Fragment	-	-	-	
	Pollen	-	-	-	
Analytical Sensitivity 600x: <b>42</b> counts/cubic meter		Skin Fragments: <b>2</b> 1 to 4 (low to high)			
Analytical Sensitivity 300x *: <b>13*</b> counts/cubic meter		Fibrous Particulate: <b>1</b> 1 to 4 (low to high)			
		Background: <b>2</b> 1 to 4 (low to high); 5 (overloaded)			

**Acceptable** Concentration at or below background

Not commonly found growing indoors, spores likely come from outside.

**Slightly Elevated** Concentration above background

Spores reported to be able to cause allergies in individuals.

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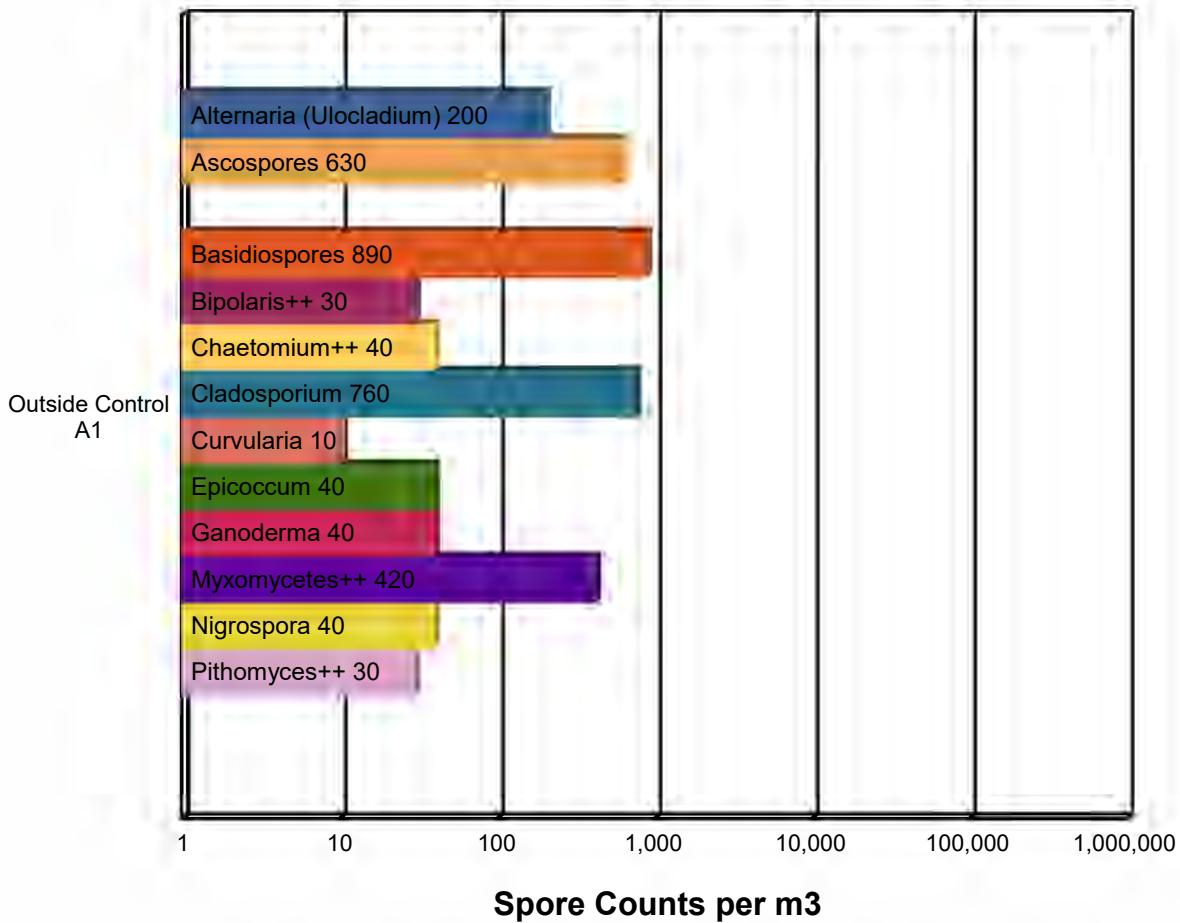
3310 Keller Springs, Suite 145 Carrollton, TX 75006  
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Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## Spore Trap Report: Total Counts



\* The chart is displayed using a logarithmic scale. Bar size is not directly proportional to the number of spores.

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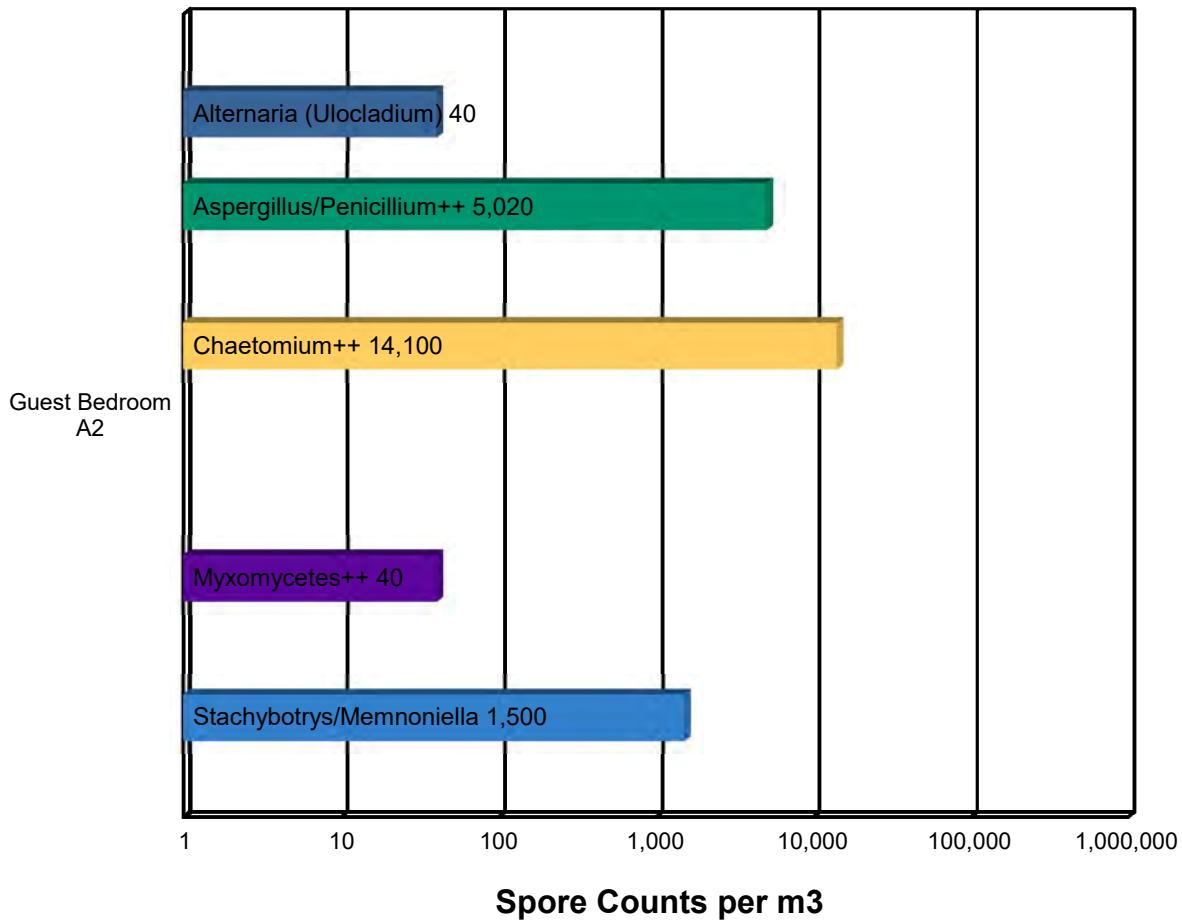
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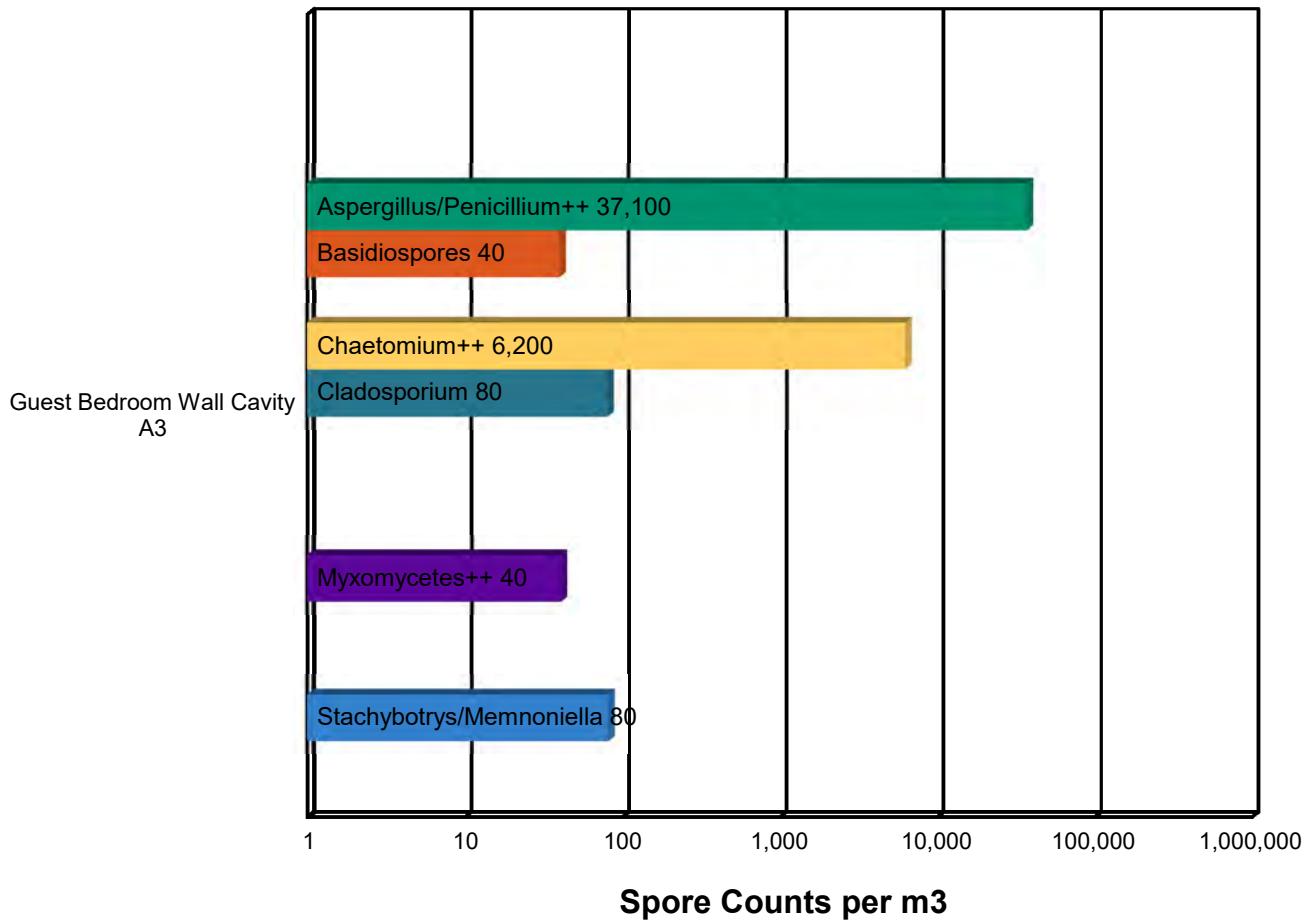
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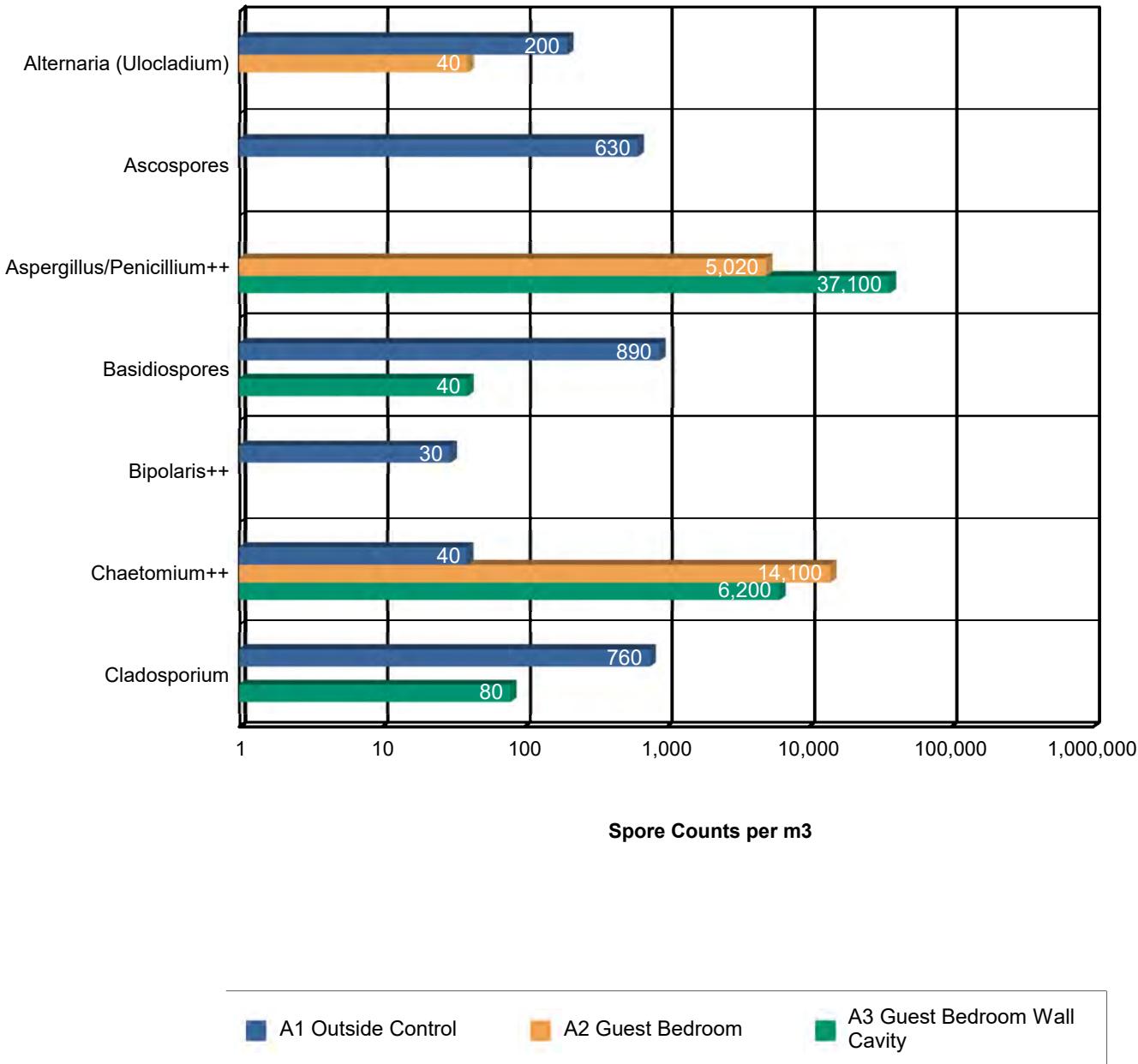
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## Background Comparison Chart



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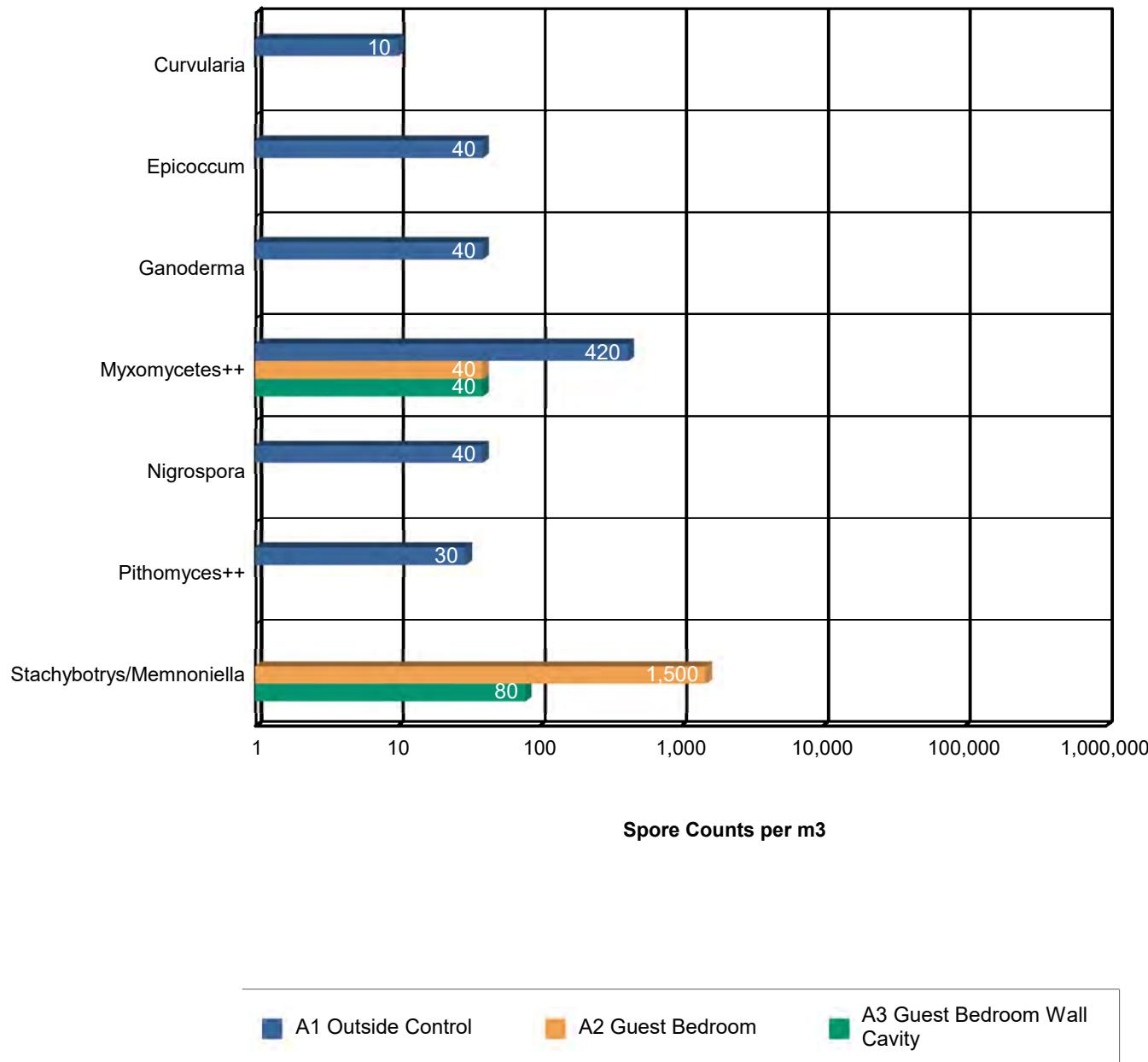
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Surface Contamination ASSESSMENT Report

TM Swab Samples Based on Direct Microscopic Analysis MICRO-SOP-200

Sample Information	Sample Location	Surface Contamination Rating (Referenced in IICRC S520)	Recommended Remedial Action (Referenced in IICRC S520)
Lab Sample #: 112500873-0005 Client Sample ID: B1	Front Entry Drywall	Condition 2: Contaminated with settled spores	Remediate to a Condition 1 status
Lab Sample #: 112500873-0006 Client Sample ID: B2	Guest Bedroom Baseboard	Condition 3: Actual fungal growth	Remediate to a Condition 1 status

## Definitions (from IICRC S520 Standard)

Condition 1 (normal fungal ecology): an indoor environment that may have settled spores, fragments, or traces of actual growth.

Condition 2 (settled spores): an indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.

Condition 3 (actual growth): an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Data provided in this report are intended to facilitate the assessment process performed by an Indoor Environmental Professional (IEP). The IEP is responsible for final data interpretation and remediation conclusions based on their assessment which may include information on the building history, an inspection, sampling, and laboratory data. Post-remediation verification testing recommended after any remediation.

Madison Zarzecny, Laboratory Manager  
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Carrollton, TX AIHA LAP, LLC-EMLAP Accredited #223278, TX 1032

Initial report from: 06/20/2025 10:47:05

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**Proj:** Katie C.

## Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Swab Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number:	112500873-0005 B1	112500873-0006 B2			
Spore Types	Category	Category			
Alternaria (Ulocladium)	Rare	-			
Ascospores	-	-			
Aspergillus/Penicillium++	-	Low			
Basidiospores	-	-			
Bipolaris++	-	-			
Chaetomium++	-	*High*			
Cladosporium	-	-			
Curvularia	-	-			
Epicoccum	-	-			
Fusarium++	-	-			
Ganoderma	-	-			
Myxomycetes++	-	-			
Pithomyces++	Rare	-			
Rust	-	-			
Scopulariopsis/Microascus	-	-			
Stachybotrys/Memnoniella	Rare	-			
Unidentifiable Spores	-	-			
Zygomycetes	-	-			
Nigrospora	Rare	-			
Hyphal Fragment	Rare	Low			
Insect Fragment	-	-			
Pollen	Low	-			
Fibrous Particulate	-	-			

Category: Count/per area analyzed  
 Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

High background particulate: A high level of background particulate can obscure fungal matter and lead to underestimation or failure to detect

++ = Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

\* = Sample contains fruiting structures and/or hyphae associated with the spores.

- = Not detected.

Madison Zarzecny, Laboratory Manager  
 or Other Approved Signatory

No discernable field blank was submitted with this group of samples.

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Samples analyzed by EMSL Analytical, Inc. Carrollton, TX AIHA LAP, LLC-EMLAP Accredited #223278, TX 1032

Initial report from: 06/20/2025 10:47:05

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7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

Surface Contamination ASSESSMENT Report ™ Tape Samples Based on Direct Microscopic Analysis MICRO-SOP-200

Sample Information	Sample Location	Surface Contamination Rating (Referenced in IICRC S520)	Recommended Remedial Action (Referenced in IICRC S520)
Lab Sample #: 112500873-0004 Client Sample ID: C1	Purple Couch	Condition 1: Normal fungal ecology	<input checked="" type="checkbox"/> None Required

## Definitions (from IICRC S520 Standard)

- Condition 1 (normal fungal ecology): an indoor environment that may have settled spores, fragments, or traces of actual growth.
- Condition 2 (settled spores): an indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.
- Condition 3 (actual growth): an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Data provided in this report are intended to facilitate the assessment process performed by an Indoor Environmental Professional (IEP). The IEP is responsible for final data interpretation and remediation conclusions based on their assessment which may include information on the building history, an inspection, sampling, and laboratory data. Post-remediation verification testing recommended after any remediation.

Madison Zarzecny, Laboratory Manager  
or Other Approved Signatory

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**Proj:** Katie C.

## Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Tape Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number:	112500873-0004				
Client Sample ID:	C1				
Sample Location:	Purple Couch				
Spore Types	Category				
Alternaria (Ulocladium)	-				
Ascospores	-				
Aspergillus/Penicillium++	Rare				
Basidiospores	-				
Bipolaris++	Rare				
Chaetomium++	Low				
Cladosporium	-				
Curvularia	-				
Epicoccum	-				
Fusarium++	-				
Ganoderma	-				
Myxomycetes++	-				
Pithomyces++	-				
Rust	-				
Scopulariopsis/Microascus	-				
Stachybotrys/Memnoniella	-				
Unidentifiable Spores	-				
Zygomycetes	-				
Nigrospora	Rare				
Hyphal Fragment	Rare				
Insect Fragment	-				
Pollen	-				
Fibrous Particulate	-				

Category: Count/per area analyzed  
 Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

High background particulate: A high level of background particulate can obscure fungal matter and lead to underestimation or failure to detect

++ = Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

\* = Sample contains fruiting structures and/or hyphae associated with the spores.

- = Not detected.

Madison Zarzecny, Laboratory Manager  
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### 3. Understanding the Results

EMSL Analytical, Inc. is an independent laboratory, providing unbiased and scientifically valid results. These data represent only a portion of an overall IAQ investigation. Visual information and environmental conditions measured during the site assessment (humidity, moisture readings, etc.) are crucial to any final interpretation of the results. Many factors impact the final results; therefore, result interpretation should only be conducted by qualified individuals. The American Conference of Governmental Industrial Hygienists (ACGIH) has published a good reference book covering sampling and data interpretation. It is entitled, Bioaerosols: Assessment and Control, 1999.

Fungal spores are found everywhere. Whether or not symptoms develop in people exposed to fungi depends on the nature of the fungal material (e.g., allergenic, toxic, or infectious), the exposure level, and the susceptibility of exposed persons. Susceptibility varies with the genetic predisposition (e.g., allergic reactions do not always occur in all individuals), age, pre-existing medical conditions (e.g., diabetes, cancer, or chronic lung conditions), use of immunosuppressive drugs, and concurrent exposures. These reasons make it difficult to identify dose/response relationships that are required to establish "safe" or "unsafe" levels (i.e., permissible exposure limits).

It is generally accepted in the industry that indoor fungal growth is undesirable and inappropriate, necessitating removal or other appropriate remedial actions. The New York City guidelines and EPA guidelines for mold remediation in schools and commercial buildings define the conditions warranting mold remediation. Always remember that water is the key. Preventing water damage or water condensation will prevent mold growth.

This report is not intended to provide medical advice or advice concerning the relative safety of an occupied space. Always consult an occupational or environmental health physician who has experience addressing indoor air contaminants if you have any questions.

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## 4. Glossary of Fungi

### ALTERNARIA(ULOCLADIUM)

Natural Habitat	Common saprobe and pathogen of plants. Typically found on plant tissue, decaying wood, and foods. Soil . Air outdoors.	
Suitable Substrates in the Indoor Environment	Indoors near condensation (window frames, showers), House dust (in carpets, and air). Also colonizes building supplies, computer disks, cosmetics, leather, optical instruments, paper, sewage, stone monuments, textiles, wood pulp, and jet fuel	
Water Activity	Aw =0.85-0.88 (water damage indicator)	
Mode of Dissemination	Wind	
Allergic Potential	Type I allergies (hay fever, asthma), Type III (hypersensitivity pneumonitis)	
Potential or Opportunistic Pathogens	Phaeohyphomycosis {causing cystic granulomas in the skin and subcutaneous tissue}. In immunocompetent patients, Alternaria colonizes the paranasal sinuses, leading to chronic hypertrophic sinusitis	
Industrial Uses	Biocontrol of weed plants ·Biocontrol fungal plant pathogens.	
Potential Toxins Produced	Alternariol (AOH) . Alternariol monomethyl ether (AME). Tenuazonic acid (TeA). Altenene (ALT). Altertoxins (ATX)	
Other Comments	Many species of Ulocladium have been renamed as Alternaria. Alternaria spores are one of the most common and potent indoor and outdoor airborne allergens. Additionally, Alternaria sensitization has been determined to be one of the most important factors in the onset of childhood asthma. Synergy with Cladosporium or Ulocladium may increase the severity of symptoms	
References	Alternaria redefined. J. Woudenberg et al., Studies in Mycology. Volume 75, June 2013, Pages 171-212	

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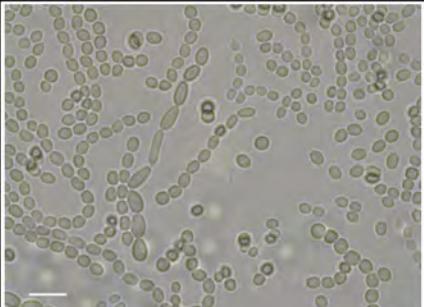
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## ASCOSPORES

<b>Natural Habitat</b>	Everywhere in nature.	
<b>Suitable Substrates in the Indoor Environment</b>	Depends on genus and species.	
<b>Water Activity</b>	Depends on genus and species.	
<b>Mode of Dissemination</b>	Forcible ejection or passive release and dissemination by wind or insects.	
<b>Allergic Potential</b>	Depends on genus and species.	
<b>Potential or Opportunistic Pathogens</b>	Depends on genus and species.	
<b>Industrial Uses</b>	Depends on genus and species.	
<b>Potential Toxins Produced</b>	Depends on genus and species.	
<b>Other Comments</b>	Ascospores are the result of sexual reproduction and produced in a saclike structure called an ascus. All ascospores belong to members of the Phylum Ascomycota, which encompasses a plethora of genera worldwide.	

## ASPERGILLUS/PENICILLIUM++

<b>Natural Habitat</b>	Plant debris · Seed · Cereal crop	
<b>Suitable Substrates in the Indoor Environment</b>	Grows on a wide range of substrates indoors · Prevalent in water damaged buildings · Foods (blue mold on cereals, fruits, vegetables, dried foods) · House dust · Fabrics · Leather · Wallpaper · Wallpaper glue	
<b>Allergic Potential</b>	Type I (hay fever, asthma) · Type III (hypersensitivity)	
<b>Potential Opportunist or Pathogen</b>	Possible depending on the species.	
<b>Potential Toxins Produced</b>	Possible depending on the species.	
<b>Free moisture required for mold growth</b>	$Aw=0.75-0.94$	
<b>Mode of Dissemination</b>	Wind · Insects	
<b>Industrial Uses</b>	Many depending on the species	
<b>Other comments</b>	Spores of Aspergillus and Penicillium (including others such as Geosmithia, Goidanichella, Nalanthamala, Rasamsonia, Samsoniella, and Talaromyces) are small and spherical with few distinguishing characteristics. They cannot be differentiated by non-viable impaction sampling methods. Some species with very small spores may be undercounted in samples with high background debris.	

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## BASIDIOSPORES

Natural Habitat	Forest floors. Lawns .Plants (saprobites or pathogens depending on genus)	
Suitable Substrates in the Indoor Environment	Depends on genus. Wood products	
Water Activity	Unknown.	
Mode of Dissemination	Forcible ejection. Wind currents.	
Allergic Potential	Type I allergies (hay fever, asthma) . Type III (hypersensitivity pneumonitis)	
Potential or Opportunistic Pathogens	Depends on genus.	
Industrial Uses	Edible mushrooms are used in the food industry.	
Potential Toxins Produced	Amanitins. monomethyl-hydrazine. muscarine. ibotenic acid. psilocybin.	
Other Comments	Basidiospores are the result of sexual reproduction and formed on a structure called the basidium. Basidiospores belong to the members of the Phylum Basidiomycota, which includes mushrooms, shelf fungi, rusts, and smuts.	

## BIPOLARIS++

Natural Habitat	Plant saprophyte. Plant pathogen of many plants, causing leaf rot, crown rot, and root rot on warm season turf grasses	
Suitable Substrates in the Indoor Environment	House plants, Indoor building materials	
Free moisture required for mold growth	Unknown	
Mode of Dissemination	Wind	
Allergic Potential	Hay fever, asthma. Allergic and chronic invasive sinusitis	
Potential or Opportunistic Pathogens	Invasive sinusitis, disseminated mycoses, peritonitis, keratitis, phaeohyphomycosis	
Potential Toxins	Can potentially produce sterigmatocystin.	
Other Comments	Includes Bipolaris, Drechslera, Exserohilum.	

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## CHAETOMIUM++

<b>Natural Habitat</b>	Dung. Seeds. Soil. Straw. Genera with like spores include Amesia, Arcopilus, Botryotrichum, Collariella, Dichotomopilus, Ovatospora, Subramaniula and others.	
<b>Suitable Substrates in the Indoor Environment</b>	Paper. Sheetrock. Wallpaper.	
<b>Water Activity</b>	$Aw=0.84-0.89$ .	
<b>Mode of Dissemination</b>	Wind. Insects. Water splash.	
<b>Allergic Potential</b>	Type I (asthma and hay fever).	
<b>Potential or Opportunistic Pathogens</b>	Onychomycosis. C. perlucidum recognized as a new agent of cerebral phaeohyphomycosis.	
<b>Industrial Uses</b>	Cellulase production, Textile testing.	
<b>Potential Toxins Produced</b>	Chaetomin. Chaetoglobosins A,B,D and F are produced by Chaetomium globosum. Sterigmatocystin is produced by rare species	

## CLADOSPORIUM

<b>Natural Habitat</b>	Dead plant matter. Straw. Soil. Woody plants	
<b>Suitable Substrates in the Indoor Environment</b>	Fiberglass duct liner. Paint. Textiles. Found in high concentration in water-damaged building materials.	
<b>Water Activity</b>	$Aw 0.84-0.88$	
<b>Mode of Dissemination</b>	Air	
<b>Allergic Potential</b>	Type I (asthma and hay fever).	
<b>Potential or Opportunistic Pathogens</b>	Edema. keratitis. onychomycosis. pulmonary infections. Sinusitis.	
<b>Industrial Uses</b>	Produces 10 antigens.	
<b>Potential Toxins Produced</b>	Cladosporin and Emodin.	

## CURVULARIA

<b>Natural Habitat</b>	A worldwide saprophytic fungi, being isolated from dead plant material and soil.	
<b>Suitable Substrates in the Indoor Environment</b>	Paper, wood products	
<b>Free moisture required for mold growth</b>	Unknown	
<b>Mode of Dissemination</b>	Wind	
<b>Allergic Potential</b>	Hay fever, asthma, allergic fungal sinusitis	
<b>Potential or Opportunistic Pathogens</b>	In immunocompromised patients can cause cerebral abscess, endocarditis, mycetoma, ocular keratitis, onychomycosis, and pneumonia.	

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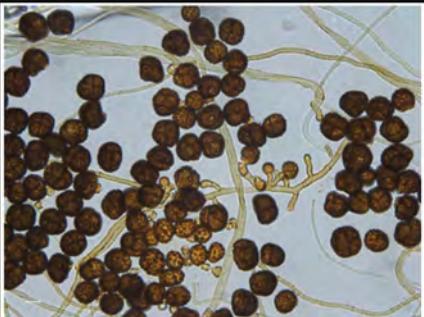
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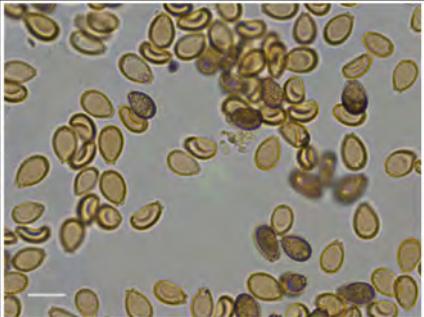
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## EPICOCCUM

Natural Habitat	A worldwide saprophytic fungi, being isolated from dead plant material and soil.	
Suitable Substrates in the Indoor Environment	Paper, textiles	
Water Activity	0.86-0.90	
Mode of Dissemination	Wind	
Allergic Potential	Hay fever, asthma	
Potential or Opportunistic Pathogens	Unknown	

## GANODERMA

Natural Habitat	Grows on conifers and hardwoods worldwide, causing white rot, root rot, and stem rot.	
Suitable Substrates in the Indoor Environment	Unknown.	
Water Activity	Unknown.	
Mode of Dissemination	Wind.	
Allergic Potential	Ganoderma species are known to cause allergies in people on a worldwide scale.	
Potential or Opportunistic Pathogens	Unknown.	
Industrial Uses	Biopulping of wood for the paper industry. Potential medicinal use due to: 1. Inhibition of Ras dependent cell transformation, 2. Antifibrotic activity, 3. Immunomodulating activity, 4. Free-radicle scavenging	
Potential Toxins Produced	Unknown.	
Other Comments	Used in traditional Chinese medicine as an herbal supplement. It is also known as a "shelf fungus" because the fruiting body forms a stalk-less shelf on the sides of trees and logs. It is sometimes called "artists conk" because when you scratch the white pores of the fruiting body, the white rubs away and exposes the brown hyphae underneath. Thus, pictures can be produced on the fruiting body.	
Reference	References: Craig, R.L., Levetin, E. 2000. Multi-year study of Ganoderma aerobiology. Aerobiologia 16: 75-81. <a href="http://www.pfc.forestry.ca/diseases/CTD/Group/Heart/hear_t6_e.html">http://www.pfc.forestry.ca/diseases/CTD/Group/Heart/hear_t6_e.html</a>	

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## MYXOMYCETES++

<b>Natural Habitat</b>	Decaying logs, Dead leaves , Dung , Lawns , Mulched flower beds, Lawns	
<b>Suitable Substrates in the Indoor Environment</b>	Rotting lumber	
<b>Free moisture required for mold growth</b>	Unknown	
<b>Mode of Dissemination</b>	Insects, Water, Wind	
<b>Allergic Potential</b>	Type I	
<b>Potential or Opportunistic Pathogens</b>	Unknown	
<b>Industrial Uses</b>		
<b>Other Comments</b>	Includes Myxomycetes, Smut, Rust, and Periconia.	

## NIGROSPORA

<b>Natural Habitat</b>	Common on live or dead grass, seeds & soil.	
<b>Suitable Substrates in the Indoor Environment</b>	Unknown	
<b>Water Activity</b>	Unknown	
<b>Mode of Dissemination</b>	Forcibly projected.	
<b>Allergic Potential</b>	Type 1 allergies (hay fever, asthma)	
<b>Potential or Opportunistic Pathogens</b>	Keratitis & skin lesions	
<b>Other Comments</b>		

## PITHOMYCES++

<b>Natural Habitat</b>	A worldwide saprophytic fungi, being isolated from dead plant material and soil.	
<b>Suitable Substrates in the Indoor Environment</b>	Paper	
<b>Water Activity</b>	Requires high moisture for spore germination	
<b>Mode of Dissemination</b>	Wind	
<b>Allergic Potential</b>	Unknown	
<b>Potential or Opportunistic Pathogens</b>	Mycosis in immunocompromised patients	
<b>Other Comments</b>	Pithomyces++ includes spores of Pithomyces and Pseudopithomyces.	

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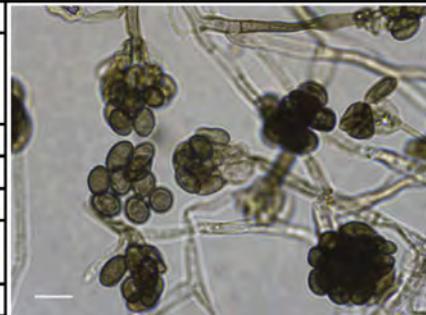
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## STACHYBOTRYS/MEMNONIELLA

Natural Habitat	Decaying plant materials and Soil.
Suitable Substrates in the Indoor Environment	Water damaged building materials such as: ceiling tiles, gypsum board, insulation backing, sheet rock, and wall paper. Paper. Textiles.
Water Activity	Aw=0.94
Mode of Dissemination	Insects, Water, and Wind
Allergic Potential	Type I (hay fever, asthma)
Potential or Opportunistic Pathogens	Unknown.
Industrial Uses	Unknown.
Potential Toxins Produced	Mycotoxins produced by Stachybotrys include Roridin A, Roridin E, Roridin H, Roridin L-2, Satratoxin G, Satratoxin H, Isosatratoxin F, Verucarin A, Verucarin J, and Verrucariol.
Other Comments	Stachybotrys and Memnoniella are closely related and many Memnoniella species have been renamed under Stachybotrys. Mycologists are continuing to debate whether Stachybotrys and Memnoniella should be grouped or split apart (see references below). Stachybotrys may play a role in the development of sick building syndrome. The presence of this fungus can be significant due to its ability to produce mycotoxins. Exposure to the toxins can occur through inhalation, ingestion, or skin exposure.
References	Generic hyper-diversity in Stachybotriaceae. L. Lombard et al., Persoonia 36, 2016: 156–246. Overview of Stachybotrys (Memnoniella) and current species status. Y. Wang et al., Fungal Diversity, 2015: DOI: 10.1007/s13225-014-0319-0.



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3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## 5. References and Informational Links

### Books

- Bioaerosols: Assessment and Control. Janet Macher, Ed., American Conference of Governmental Industrial Hygienists, Cincinnati, OH 1999.
- Exposure Guidelines for Residential Indoor Air Quality. Environmental Health Directorate, Health Protection Branch, Health Canada, Ottawa, Ontario, 1989.
- Fungal Contamination in Public Buildings: Health Effects and Investigation Methods. Health Canada, Ottawa, Ontario, 2004.
- IICRC: S500 Standard and Reference Guide for Professional Water Damage Restoration. 3rd Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2006

IICRC: S520 Standard and Reference Guide for Professional Mold Remediation. 1st Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2004

- Field Guide for the Determination of Biological Contaminants in Environmental Samples. 2nd Edition, American Industrial Hygiene Association, 2005.

### Consumer Links

Read the full text of AIHA's "The Facts About Mold" consumer brochure.

<https://aiha-assets.sfo2.digitaloceanspaces.com/AIHA/resources/Facts-About-Mold-A-Consumer-Focus-Fact-Sheet.pdf>

The Occupational Safety and Health Administration (OSHA)

<http://www.osha.gov/SLTC/molds/index.html>

CDC Mold Facts

<https://www.cdc.gov/mold-health/about/index.html?>

[CDC AAref Val=https://www.cdc.gov/mold/faqs.htm](https://www.cdc.gov/mold/faqs.htm)

CDC Stachybotrys - Questions and answers on Stachybotrys chartarum and other molds

<https://www.cdc.gov/mold-health/data-research/facts-stats/?>

[CDC AAref Val=https://www.cdc.gov/mold/stachy.htm](https://www.cdc.gov/mold/stachy.htm)

IOM, NAS: Clearing the Air: Asthma and Indoor Air Exposures

<https://www.epa.gov/indoor-air-quality-iaq/should-you-have-air-ducts-your-home-cleaned>

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National Library of Medicine-Mold website  
<http://www.nlm.nih.gov/medlineplus/molds.html>

California Department of Health Services (CADOHS)  
<https://www.cdph.ca.gov/Programs/cls/dehl/ehl/Pages/AQS/Mold.aspx>

Minnesota Department of Health  
<https://www.health.state.mn.us/communities/environment/air/mold/index.html>

New York City Department of Health and Mental Hygiene  
<https://www.nyc.gov/site/doh/health/health-topics/mold.page>

### EPA

"Should You Have the Air Ducts in Your Home Cleaned?"  
<https://www.epa.gov/indoor-air-quality-iaq/should-you-have-air-ducts-your-home-cleaned>

General information about molds and actions that can be taken to clean up or prevent a mold problem.  
<https://www.epa.gov/mold/mold-cleanup-your-home>

"A Brief Guide to Mold, Moisture, and Your Home" - Includes basic information on mold, cleanup guidelines, and moisture and mold prevention  
<https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>

"Mold Remediation in Schools and Commercial Buildings" - Information on remediation in schools and commercial property, references for potential mold and moisture remediaters.  
<https://www.epa.gov/mold/mold-remediation-schools-and-commercial-buildings-guide>

### FEMA

"Homes That Were Flooded May Harbor Mold Problems" - Information and tips for cleaning mold.  
<https://www.fema.gov/press-release/20210318/fact-sheet-mold-problems-and-solutions>

"Dealing With Mold & Mildew in Your Flood Damaged Home."  
[http://www.fema.gov/pdf/rebuild/recover/fema\\_mold\\_brochure\\_english.pdf](http://www.fema.gov/pdf/rebuild/recover/fema_mold_brochure_english.pdf)

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Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
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Proj: Katie C.

### 6. Important Terms, Conditions, and Limitations

#### A. Sample Retention

Samples analyzed by EMSL will be retained for 60 days after analysis date. Storage beyond this period is available for a fee with written request prior to the initial 30 day period.

Samples containing hazardous/toxic substances which require special handling will be returned to the client immediately. EMSL reserves the right to charge a sample disposal fee or return samples to the client.

#### B. Change Orders and Cancellation

All changes in the scope of work or turnaround time requested by the client after sample acceptance must be made in writing and confirmed in writing by EMSL. If requested changes result in a change in cost the client must accept payment responsibility. In the event work is cancelled by a client, EMSL will complete work in progress and invoice for work completed to the point of cancellation notice. EMSL is not responsible for holding times that are exceeded due to such changes.

#### C. Warranty

EMSL warrants to its clients that all services provided hereunder shall be performed in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state and local laws. The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. EMSL disclaims any other warranties, express or implied, including a warranty of fitness for particular purpose and warranty of merchantability.

#### D. Limits of Liability

In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories

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of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.

### E. Indemnification

Client shall indemnify EMSL and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorney's fees, incurred by reason of any third party claim in connection with EMSL services, the test result data or its use by client

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March 5, 2025  
Mold Notification  
with health details

**Subject:** Urgent: Mold Issue & Health Concerns  
**Date:** Wednesday, March 5, 2025 at 12:52:24 PM Central Standard Time  
**From:** Katie Copeland  
**To:** Bowery Southside

Hello, I never realized mold was so serious. I just asked ChatGPT about the mold and my unique constellation of diseases. It told me this was urgent and suggested I write the following:

I am reaching out to report a concerning mold issue in my apartment. I have noticed mold growing in the corner of my entryway, which raises concerns that there may be mold in other areas as well. Given my medical conditions, this is an urgent issue that could severely impact my health.

I have several chronic illnesses, including mast cell activation syndrome (MCAS), celiac disease, and long COVID, among others, which make me extremely sensitive to environmental triggers like mold. Mold exposure can cause severe allergic reactions, respiratory issues, immune system dysfunction, and increased inflammation, all of which could seriously worsen my condition.

Because of these health risks, I need an inspection as soon as possible to determine the extent of the mold issue and whether remediation is necessary. If testing confirms a mold problem, I will need immediate intervention to ensure my apartment remains a safe living environment.

Please let me know how soon we can schedule an inspection and discuss next steps. I appreciate your prompt attention to this matter, as it directly affects my ability to safely remain in my home.

Separate question: do you know anyone who does dog walking in our complex or nearby? I had a medical procedure done today and it would be great if I could pay someone to walk my dogs since I am not able to move much.

Best,

**Katie Copeland**  
817-789-8498

# Maintenance Reports regarding mold



Home &gt;

## Maintenance

### NEW REQUEST

Search

ID

3385935

COMPLETED ON

Monday, October 7, 2024

DESCRIPTION

Inside the front door in the corner, it looks like...

ID

3372481

COMPLETED ON

Monday, September 23, 2024

DESCRIPTION

\*\*A-c leaking again - paged out on 9-21-24 at 3:49...

ID

3366861

COMPLETED ON

Wednesday, October 2, 2024

DESCRIPTION

I noticed a wet spot by the door in my second bedr...

ID

3366347

COMPLETED ON

Monday, September 16, 2024

DESCRIPTION

Please change my air filter. Please also check to ...

ID

3351949

COMPLETED ON

Thursday, August 29, 2024

Request #3351949



Show Less

#### Important Information

**IMPORTANT:** For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

#### For maintenance emergencies, please call (833)

**887-1948 and select option 2.**

Status Work Completed  
Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

#### Request Details

ID	3351949	⋮
STATUS	Work Completed	⋮
Status	Work Completed	⋮
Originator	Kathryn Copeland	⋮
Requested On	Thursday, August 29, 2024 2:50 PM	⋮
STATUS	Completed On	⋮
Work Completed	Thursday, August 29, 2024	⋮
Priority	Normal	⋮
Category	Plumbing	⋮
Description	I think there may be a leak under my kitchen sink because my trash bags were wet. There is also a bit of a smell.	⋮
STATUS	Work Completed	⋮

#### Property Access

Access instructions	⋮	
STATUS	Work Completed	⋮



Home &gt;

## Maintenance

### NEW REQUEST

Search

ID

3385935

COMPLETED ON

Monday, October 7, 2024

DESCRIPTION

Inside the front door in the corner, it looks like...

ID

3372481

COMPLETED ON

Monday, September 23, 2024

DESCRIPTION

\*\*A-c leaking again - paged out on 9-21-24 at 3:49...

ID

3366861

COMPLETED ON

Wednesday, October 2, 2024

DESCRIPTION

I noticed a wet spot by the door in my second bedr...

ID

3366347

COMPLETED ON

Monday, September 16, 2024

DESCRIPTION

Please change my air filter. Please also check to ...

ID

3351949

COMPLETED ON

Thursday, August 29, 2024

Request #3385935



Show Less

#### Important Information

**IMPORTANT:** For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

**For maintenance emergencies, please call (833)**

**887-1948 and select option 2.**

Work Completed  
Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

#### Request Details

Id	STATUS	3385935	⋮
	Work Completed		
Status			
	Work Completed		
Originator			
	Kathryn Copeland		
Requested On			
	Monday, October 7, 2024 4:34 AM		
STATUS	Completed On	⋮	
	Work Completed	Monday, October 7, 2024	
Priority			
	Normal		
Category			
	Other		
Description			
	Inside the front door in the corner, it looks like there is mold growing on the wall.	⋮	
	Work Completed		

#### Property Access

Access instructions	⋮
	⋮
STATUS	⋮
	⋮
Work Completed	



Home &gt;

## Maintenance

### NEW REQUEST

Search

ID

3592514

COMPLETED ON

Wednesday, June 4, 2025

DESCRIPTION

Hi - I am not sure if it is the A/C or a leak some...

ID

3583000

COMPLETED ON

Wednesday, May 28, 2025

DESCRIPTION

Monthly reminder to change filter, thanks!

ID

3525904

COMPLETED ON

Monday, March 24, 2025

DESCRIPTION

I have a reminder on my calendar to ask you to che...

ID

3519926

COMPLETED ON

Monday, March 17, 2025

DESCRIPTION

The light in my refrigerator and freezer are both ...

ID

3510659

COMPLETED ON

Thursday, March 6, 2025

Request #3510659



Show Less

#### Important Information

**IMPORTANT:** For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

**For maintenance emergencies, please call (833)**

**887-1948 and select option 2.**

Work Completed  
Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

#### Request Details

Id	STATUS	3510659	⋮
	Work Completed		
Status			
	Work Completed		
Originator			
	Kathryn Copeland		
Requested On			
	Wednesday, March 5, 2025 5:47 PM		
STATUS	Completed On	⋮	
	Work Completed	Wednesday, March 6, 2025	
Priority			
	Normal		
Category			
	Other		
Description			
	I noticed mold growing again .	⋮	
STATUS			
	Work Completed		

#### Property Access

Access instructions	⋮
	⋮
STATUS	⋮
	⋮
Work Completed	



Home &gt;

## Maintenance

### NEW REQUEST

Search

ID

3592514

COMPLETED ON

Wednesday, June 4, 2025

DESCRIPTION

Hi - I am not sure if it is the A/C or a leak some...

ID

3583000

COMPLETED ON

Wednesday, May 28, 2025

DESCRIPTION

Monthly reminder to change filter, thanks!

ID

3525904

COMPLETED ON

Monday, March 24, 2025

DESCRIPTION

I have a reminder on my calendar to ask you to che...

ID

3519926

COMPLETED ON

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DESCRIPTION

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ID

3510659

COMPLETED ON

Thursday, March 6, 2025

Request #3592514



Show Less

#### Important Information

**IMPORTANT:** For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

**For maintenance emergencies, please call (833)**

**887-1948 and select option 2.**

Status Work Completed  
Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

#### Request Details

Id	STATUS	3592514	⋮
	Work Completed		
Status			
	Work Completed		
Originator			
	Kathryn Copeland		
Requested On			
	Tuesday, June 3, 2025 7:42 PM		
STATUS	Completed On	⋮	
	Work Completed		
	Wednesday, June 4, 2025		
Priority			
	Normal		
Category			
	Heating and Air		
Description			
	Hi - I am not sure if it is the A/C or a leak somewhere, but I hear a consistent dripping or splashing sound in my main living area. It's pretty noticeable.		⋮

#### Property Access

Access instructions	⋮
	⋮
STATUS	⋮
	⋮
Work Completed	

# Rent Payments Ledger



Home > Payments

## Recent Activity

### Important Information

Show Less

Online payments are reflected as pending until they are fully processed.

### Tuesday, June 3, 2025

:CHECKscan Payment	- \$1,000.00
:CHECKscan Payment	- \$1,000.00
:CHECKscan Payment	- \$510.00

### Sunday, June 1, 2025

Res Protect Waiver Only (06/2025)	+ \$12.00
Pest Control Fee (06/2025)	+ \$5.00
Valet Trash (06/2025)	+ \$30.00
Storage Room (06/2025)	+ \$25.00
Storm Water (06/2025)	+ \$1.93
Base Rent (06/2025)	+ \$2,442.00
Service Fee 03/22 - 04/22	+ \$1.10
Wastewater Base Charge 03/22 - 04/22	+ \$0.87
Water Base Charge 03/22 - 04/22	+ \$1.63
Wastewater - 1050.0 gallons Read 03/22 135420.0 - 04/22 136470.0 # of Days = 31 (Rate is \$5.60 per 1,000 gallons)	+ \$5.88
Water - 1050.0 gallons Read 03/22 135420.0 - 04/22 136470.0 # of Days = 31 (Rate is \$3.66 per 1,000 gallons)	+ \$3.84

### Saturday, May 31, 2025

Returned Key	- \$50.00
Replacement Apt Key	+ \$50.00

### Thursday, May 1, 2025

:CHECKscan Payment	- \$2,589.21
05/2025 Base Rent Correction (Resident renewed at rate of \$2442 starting 5/26)	- \$74.51
Res Protect Waiver Only (05/2025)	+ \$12.00
Pest Control Fee (05/2025) \$3.00 @ 25 days	+ \$2.42
Pest Control Fee (05/2025 \$5.00 @5) 6 days	+ \$0.97

Valet Trash (05/2025) \$20.00 @ 25 days	+ \$16.13
Valet Trash (05/2025 \$30.00 @5) 6 days	+ \$5.81
Storage Room (05/2025)	+ \$25.00
Storm Water (05/2025 \$1.93 @5) 6 days	+ \$0.37
Base Rent (05/2025 \$2827.00 @5) 6 days	+ \$547.16
Base Rent (05/2025) \$2442.00 @ 25 days	+ \$1,969.35
Service Fee 02/22 - 03/22	+ \$0.83
Wastewater Base Charge 02/22 - 03/22	+ \$0.87
Water Base Charge 02/22 - 03/22	+ \$1.63
Wastewater - 720.0 gallons Read 02/22 134700.0 - 03/22 135420.0 # of Days = 28 (Rate is \$5.60 per 1,000 gallons)	+ \$4.03
Water - 720.0 gallons Read 02/22 134700.0 - 03/22 135420.0 # of Days = 28 (Rate is \$3.66 per 1,000 gallons)	+ \$2.64

### **Monday, April 7, 2025**

:CHECKscan Payment	- \$2,513.80
--------------------	--------------

### **Tuesday, April 1, 2025**

Res Protect Waiver Only (04/2025)	+ \$12.00
Pest Control Fee (04/2025)	+ \$3.00
Valet Trash (04/2025)	+ \$20.00
Storage Room (04/2025)	+ \$25.00
Base Rent (04/2025)	+ \$2,442.00
Service Fee 01/22 - 02/22	+ \$0.97
Wastewater Base Charge 01/22 - 02/22	+ \$0.87
Water Base Charge 01/22 - 02/22	+ \$1.63
Wastewater - 900.0 gallons Read 01/22 133800.0 - 02/22 134700.0 # of Days = 31 (Rate is \$5.60 per 1,000 gallons)	+ \$5.04
Water - 900.0 gallons Read 01/22 133800.0 - 02/22 134700.0 # of Days = 31 (Rate is \$3.66 per 1,000 gallons)	+ \$3.29

### **Monday, March 3, 2025**

:CHECKscan Payment	- \$2,518.66
--------------------	--------------

### **Saturday, March 1, 2025**

Res Protect Waiver Only (03/2025)	+ \$12.00
Pest Control Fee (03/2025)	+ \$3.00
Valet Trash (03/2025)	+ \$20.00
Storage Room (03/2025)	+ \$25.00
Base Rent (03/2025)	+ \$2,442.00

Service Fee 12/22 - 01/22	+ \$1.38
Wastewater Base Charge 12/22 - 01/22	+ \$0.78
Water Base Charge 12/22 - 01/22	+ \$1.46
Wastewater - 1420.0 gallons Read 12/22 132380.0 - 01/22 133800.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$7.91
Water - 1420.0 gallons Read 12/22 132380.0 - 01/22 133800.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$5.13

### Saturday, February 1, 2025

Res Protect Waiver Only (02/2025)	+ \$12.00
Pest Control Fee (02/2025)	+ \$3.00
Valet Trash (02/2025)	+ \$20.00
Storage Room (02/2025)	+ \$25.00
Base Rent (02/2025)	+ \$2,442.00
Service Fee 11/22 - 12/22	+ \$1.47
Wastewater Base Charge 11/22 - 12/22	+ \$0.78
Water Base Charge 11/22 - 12/22	+ \$1.46
Wastewater - 1530.0 gallons Read 11/22 130850.0 - 12/22 132380.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons)	+ \$8.52
Water - 1530.0 gallons Read 11/22 130850.0 - 12/22 132380.0 # of Days = 30 (Rate is \$3.61 per 1,000 gallons)	+ \$5.52

### Friday, January 31, 2025

:CHECKscan Payment	- \$2,519.75
--------------------	--------------

« < 1 2 3 4 > »

Have questions?

Please review our FAQ pages for:

[② Debit Cards](#) >

[② Credit Cards](#) >

[② Bank Accounts](#) >



Home > Payments

## Recent Activity

### Important Information

Show Less

Online payments are reflected as pending until they are fully processed.

### Friday, January 3, 2025

:CHECKscan Payment - \$2,450.60

### Wednesday, January 1, 2025

Res Protect Waiver Only (01/2025) + \$12.00

Pest Control Fee (01/2025) + \$3.00

Valet Trash (01/2025) + \$20.00

Storage Room (01/2025) + \$25.00

Base Rent (01/2025) + \$2,442.00

Service Fee 10/22 - 11/22 + \$1.32

Wastewater Base Charge 10/22 - 11/22 + \$0.78

Water Base Charge 10/22 - 11/22 + \$1.46

Wastewater - 1350.0 gallons Read 10/22 129500.0 - 11/22  
130850.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons) + \$7.52

Water - 1350.0 gallons Read 10/22 129500.0 - 11/22 130850.0 #  
of Days = 31 (Rate is \$3.61 per 1,000 gallons) + \$4.87

### Thursday, December 5, 2024

Debit Card On-Line Payment ; Web - Resident Services - \$773.00

### Wednesday, December 4, 2024

Debit Card On-Line Payment ; Web - Resident Services - \$750.00

Online Payment - EFT Payment. Web - Resident Services - \$900.00

### Sunday, December 1, 2024

12/2024 Base Rent Correction (Resident renewed at rate of  
\$2442 starting 12/23) - \$67.35

Res Protect Waiver Only (12/2024) + \$12.00

Pest Control Fee (12/2024) + \$3.00

Valet Trash (12/2024) + \$20.00

Storage Room (12/2024) + \$25.00

Base Rent (12/2024 \$2674.00 @4) 9 days + \$776.32



Base Rent (12/2024) \$2214.00 @ 22 days	+ \$1,571.23
Service Fee 09/22 - 10/22	+ \$1.28
Wastewater Base Charge 09/22 - 10/22	+ \$0.78
Water Base Charge 09/22 - 10/22	+ \$1.46
Wastewater - 1300.0 gallons Read 09/22 128200.0 - 10/22 129500.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons)	+ \$7.24
Water - 1300.0 gallons Read 09/22 128200.0 - 10/22 129500.0 # of Days = 30 (Rate is \$3.61 per 1,000 gallons)	+ \$4.69

#### **Friday, November 1, 2024**

Online Payment - EFT Payment. Web - Resident Services	- \$2,240.45
Res Protect Waiver Only Correction for November 2024	+ \$12.00
Pest Control Fee (11/2024)	+ \$3.00
Valet Trash (11/2024)	+ \$20.00
Storage Room (11/2024)	+ \$25.00
Base Rent (11/2024)	+ \$2,214.00
Service Fee 08/22 - 09/22	+ \$1.33
Wastewater Base Charge 08/22 - 09/22	+ \$0.78
Water Base Charge 08/22 - 09/22	+ \$1.46
Wastewater - 1370.0 gallons Read 08/22 126830.0 - 09/22 128200.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$7.63
Water - 1370.0 gallons Read 08/22 126830.0 - 09/22 128200.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$4.95

#### **Monday, October 21, 2024**

Res Protect Waiver Only Correction for October 2024	+ \$4.26
---	----------

#### **Tuesday, October 1, 2024**

Pest Control Fee (10/2024)	+ \$3.00
Valet Trash (10/2024)	+ \$20.00
Storage Room (10/2024)	+ \$25.00
Base Rent (10/2024)	+ \$2,214.00
Service Fee 07/22 - 08/22	+ \$1.63
Wastewater Base Charge 07/22 - 08/22	+ \$0.78
Water Base Charge 07/22 - 08/22	+ \$1.46
Wastewater - 1730.0 gallons Read 07/22 125100.0 - 08/22 126830.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$9.64
Water - 1730.0 gallons Read 07/22 125100.0 - 08/22 126830.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$6.25

**Monday, September 16, 2024**

Online Payment - EFT Payment: Web - Resident Services

- \$2,335.72

**Tuesday, September 3, 2024**

Credit Card On-Line Payment ; Mobile Web - Resident Services

- \$2,278.75

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### Sunday, September 1, 2024

Pest Control Fee (09/2024)	+ \$3.00
Valet Trash (09/2024)	+ \$20.00
Storage Room (09/2024)	+ \$25.00
Base Rent (09/2024)	+ \$2,214.00
Service Fee 06/22 - 07/22	+ \$1.38
Wastewater Base Charge 06/22 - 07/22	+ \$0.78
Water Base Charge 06/22 - 07/22	+ \$1.46
Wastewater - 1430.0 gallons Read 06/22 123670.0 - 07/22 125100.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons)	+ \$7.97
Water - 1430.0 gallons Read 06/22 123670.0 - 07/22 125100.0 # of Days = 30 (Rate is \$3.61 per 1,000 gallons)	+ \$5.16

### Monday, August 5, 2024

Online Payment - EFT Payment. Web - Resident Services	- \$2,281.65
---	--------------

### Thursday, August 1, 2024

Pest Control Fee (08/2024)	+ \$3.00
Valet Trash (08/2024)	+ \$20.00
Storage Room (08/2024)	+ \$25.00
Base Rent (08/2024)	+ \$2,214.00
Service Fee 05/22 - 06/22	+ \$1.62
Wastewater Base Charge 05/22 - 06/22	+ \$0.78
Water Base Charge 05/22 - 06/22	+ \$1.46
Wastewater - 1720.0 gallons Read 05/22 121950.0 - 06/22 123670.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$9.58
Water - 1720.0 gallons Read 05/22 121950.0 - 06/22 123670.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$6.21

### Friday, July 5, 2024

Online Payment - EFT Payment. Mobile Web - Resident Services

- \$161.61



Online Payment - EFT Payment. Web - Resident Services - \$60.00

Online Payment - EFT Payment. Web - Resident Services - \$1,500.00

Debit Card On-Line Payment ; Web - Resident Services - \$555.00

#### **Monday, July 1, 2024**

Pest Control Fee (07/2024) + \$3.00

Valet Trash (07/2024) + \$20.00

Storage Room (07/2024) + \$25.00

Base Rent (07/2024) + \$2,214.00

Service Fee 04/22 - 05/22 + \$1.29

Wastewater Base Charge 04/22 - 05/22 + \$0.78

Water Base Charge 04/22 - 05/22 + \$1.46

Wastewater - 1320.0 gallons Read 04/22 120630.0 - 05/22  
121950.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons) + \$7.35

Water - 1320.0 gallons Read 04/22 120630.0 - 05/22 121950.0 #  
of Days = 30 (Rate is \$3.61 per 1,000 gallons) + \$4.77

#### **Saturday, June 1, 2024**

Pest Control Fee (06/2024) + \$3.00

Valet Trash (06/2024) + \$20.00

Storage Room (06/2024) + \$25.00

Base Rent (06/2024) + \$2,214.00

Service Fee 03/22 - 04/22 + \$1.57

Wastewater Base Charge 03/22 - 04/22 + \$0.78

Water Base Charge 03/22 - 04/22 + \$1.46

Wastewater - 1650.0 gallons Read 03/22 118980.0 - 04/22  
120630.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons) + \$9.19

Water - 1650.0 gallons Read 03/22 118980.0 - 04/22 120630.0 #  
of Days = 31 (Rate is \$3.61 per 1,000 gallons) + \$5.96

#### **Monday, May 13, 2024**

Online Payment - EFT Payment. Web - Resident Services - \$2,282.00

#### **Wednesday, May 1, 2024**

Debit Card On-Line Payment ; Web - Resident Services - \$2,281.25

Pest Control Fee (05/2024) + \$3.00

Valet Trash (05/2024) + \$20.00

Storage Room (05/2024) + \$25.00

Base Rent (05/2024) + \$2,214.00

Service Fee 02/22 - 03/22 + \$1.59

Wastewater Base Charge 02/22 - 03/22	+ \$0.78
Water Base Charge 02/22 - 03/22	+ \$1.46
Wastewater - 1680.0 gallons Read 02/22 117300.0 - 03/22 118980.0 # of Days = 29 (Rate is \$5.57 per 1,000 gallons)	+ \$9.36
Water - 1680.0 gallons Read 02/22 117300.0 - 03/22 118980.0 # of Days = 29 (Rate is \$3.61 per 1,000 gallons)	+ \$6.06

#### Monday, April 1, 2024

Pest Control Fee (04/2024)	+ \$3.00
Valet Trash (04/2024)	+ \$20.00
Storage Room (04/2024)	+ \$25.00
Base Rent (04/2024)	+ \$2,214.00
Service Fee 01/22 - 02/22	+ \$1.37
Wastewater Base Charge 01/22 - 02/22	+ \$0.78
Water Base Charge 01/22 - 02/22	+ \$1.46
Wastewater - 1410.0 gallons Read 01/22 115890.0 - 02/22 117300.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$7.85
Water - 1410.0 gallons Read 01/22 115890.0 - 02/22 117300.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$5.09

#### Sunday, March 31, 2024

Debit Card On-Line Payment ; Web - Resident Services	- \$132.00
Debit Card On-Line Payment ; Web - Resident Services	- \$300.00
Debit Card On-Line Payment ; Web - Resident Services	- \$330.00
Credit Card On-Line Payment ; Web - Resident Services	- \$1,500.00

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### Thursday, March 21, 2024

Debit Card On-Line Payment ; Mobile Web - Resident Services - \$16.55

### Sunday, March 3, 2024

Credit Card On-Line Payment ; Web - Resident Services - \$1,298.59

### Friday, March 1, 2024

Pest Control Fee (03/2024) + \$3.00

Valet Trash (03/2024) + \$20.00

Storage Room (03/2024) + \$25.00

Base Rent (03/2024) + \$2,214.00

Service Fee 12/22 - 01/22 + \$1.70

Wastewater Base Charge 12/22 - 01/22 + \$0.78

Water Base Charge 12/22 - 01/22 + \$1.46

Wastewater - 1810.0 gallons Read 12/22 114080.0 - 01/22  
115890.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons) + \$10.08

Water - 1810.0 gallons Read 12/22 114080.0 - 01/22 115890.0 #  
of Days = 31 (Rate is \$3.61 per 1,000 gallons) + \$6.53

### Thursday, February 1, 2024

Pest Control Fee (02/2024) + \$3.00

Valet Trash (02/2024) + \$20.00

Storage Room (02/2024) + \$25.00

Base Rent (02/2024) + \$2,214.00

Service Fee 11/22 - 12/22 + \$1.29

Wastewater Base Charge 11/22 - 12/22 + \$0.49

Water Base Charge 11/22 - 12/22 + \$1.12

Wastewater - 1410.0 gallons Read 11/22 112670.0 - 12/22  
114080.0 # of Days = 30 (Rate is \$5.43 per 1,000 gallons) + \$7.66

Water - 1410.0 gallons Read 11/22 112670.0 - 12/22 114080.0 #  
of Days = 30 (Rate is \$3.60 per 1,000 gallons) + \$5.08

**Wednesday, January 24, 2024**

Trash Violation	+ \$25.00
Waived	- \$110.70

**Wednesday, January 17, 2024**

2nd ESA approval	- \$15.00
2nd ESA approval	- \$200.00
2nd ESA approval	- \$300.00

**Friday, January 12, 2024**

Correcting Wrong Post Month	+ \$37.50
-----------------------------	-----------

**Thursday, January 11, 2024**

Pet Rent ESA Approval 01/2024	- \$15.00
One time waiver	- \$221.40
1 ESA approval	- \$37.50
1 ESA approval	- \$200.00
1 ESA approval	- \$200.00

**Wednesday, January 10, 2024**

Credit Card On-Line Payment ; Web - Resident Services	- \$3,321.00
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**Saturday, January 6, 2024**

Late Fee, 10% of \$1107.00	+ \$110.70
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- [!\[\]\(e2d372a8aa49c0fc995a4475a0751084\_img.jpg\) Debit Cards !\[\]\(980bfd56ead0738f3a49e5d923231565\_img.jpg\)](#)
- [!\[\]\(dee944bec1e8ee267be6d6565b959446\_img.jpg\) Credit Cards !\[\]\(9aabbd027c256f4000f2cd5c6cb25bce\_img.jpg\)](#)
- [!\[\]\(92cf651a8a4fe99fc21200cc16b39af5\_img.jpg\) Bank Accounts !\[\]\(646995f693d3a9bfbbeb17a162fb24d6\_img.jpg\)](#)





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### Monday, January 1, 2024

Pt. 2 of Upfront Concession 6 weeks free	- \$1,107.00
Pest Control Fee (01/2024)	+ \$3.00
Valet Trash (01/2024)	+ \$20.00
Storage Room (01/2024)	+ \$25.00
Pet Rent (01/2024)	+ \$15.00
Pet Rent (01/2024)	+ \$15.00
Base Rent (01/2024)	+ \$2,214.00
Service Fee 10/22 - 11/22	+ \$1.92
Wastewater Base Charge 10/22 - 11/22	+ \$0.49
Water Base Charge 10/22 - 11/22	+ \$1.12
Wastewater - 2190.0 gallons Read 10/22 110480.0 - 11/22 112670.0 # of Days = 31 (Rate is \$5.43 per 1,000 gallons)	+ \$11.89
Water - 2190.0 gallons Read 10/22 110480.0 - 11/22 112670.0 # of Days = 31 (Rate is \$3.60 per 1,000 gallons)	+ \$7.88

### Wednesday, December 6, 2023

Credit Card On-Line Payment ; Web - Resident Services	- \$3,476.76
Late Fee, 10% of \$2214.00	+ \$221.40

### Friday, December 1, 2023

Pet Rent ESA Approval 12/2023	- \$15.00
Pest Control Fee (12/2023)	+ \$3.00
Valet Trash (12/2023)	+ \$20.00
Storage Room (12/2023)	+ \$25.00
Pet Rent (12/2023)	+ \$15.00
Pet Rent (12/2023)	+ \$15.00
Base Rent (12/2023)	+ \$2,214.00
Service Fee 10/21 - 10/22	+ \$0.03



Wastewater Base Charge 10/21 - 10/22	+ \$0.02
Water Base Charge 10/21 - 10/22	+ \$0.04
Wastewater - 30.0 gallons Read 10/21 110450.0 - 10/22 110480.0 # of Days = 1 (Rate is \$5.43 per 1,000 gallons)	+ \$0.16
Water - 30.0 gallons Read 10/21 110450.0 - 10/22 110480.0 # of Days = 1 (Rate is \$3.60 per 1,000 gallons)	+ \$0.11

### Thursday, November 16, 2023

Pet Rent \$15.00 @ 15 days	+ \$7.50
Pet Rent \$15.00 @ 15 days	+ \$7.50
Pet #2	+ \$200.00
Pet #2	+ \$200.00
Pet #1	+ \$300.00
Pet #1	+ \$200.00

### Thursday, November 2, 2023

11/23 Storage	+ \$25.00
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### Wednesday, November 1, 2023

Pet Rent ESA Approval 11/2023	- \$7.50
Pest Control Fee (11/2023)	+ \$3.00
Valet Trash (11/2023)	+ \$20.00
Concession-Upfront-Base Rent (11/2023)	- \$2,214.00
Base Rent (11/2023)	+ \$2,214.00

### Saturday, October 21, 2023

Debit Card On-Line Payment ; Mobile Web - Resident Services	- \$793.77
Valet Trash for \$20.00 @ 11 days	+ \$7.10
Pest Control Fee for \$3.00 @ 11 days	+ \$1.06
Rent for \$2214.00 @ 11 days	+ \$785.61

### Thursday, October 19, 2023

Pet 2 deposit (ESA)	- \$200.00
Pet 1 deposit (ESA)	- \$200.00
Pet 2 Non-refundable pet fee (ESA)	- \$200.00
Pet 1 Non-refundable pet fee (ESA)	- \$300.00

### Tuesday, October 17, 2023

Debit Card On-Line Payment ; Web - Online Leasing	- \$350.00
Debit Card On-Line Payment ; Web - Online Leasing	- \$2,214.00
Pet 2 Deposit	+ \$200.00

Pet 2 Non-refundable fee	+ \$200.00
Pet 1 Deposit	+ \$200.00
Pet 1 Non-refundable pet fee	+ \$300.00
Administrative Fee	+ \$150.00
Security Deposit	+ \$200.00

**Monday, October 16, 2023**

Conditional Approval (prepaid rent deposit)	+ \$2,214.00
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**Friday, October 13, 2023**

Debit Card On-Line Payment ; Web - Online Leasing

- \$60.00

Application Fee (Kathryn Copeland)

+ \$60.00

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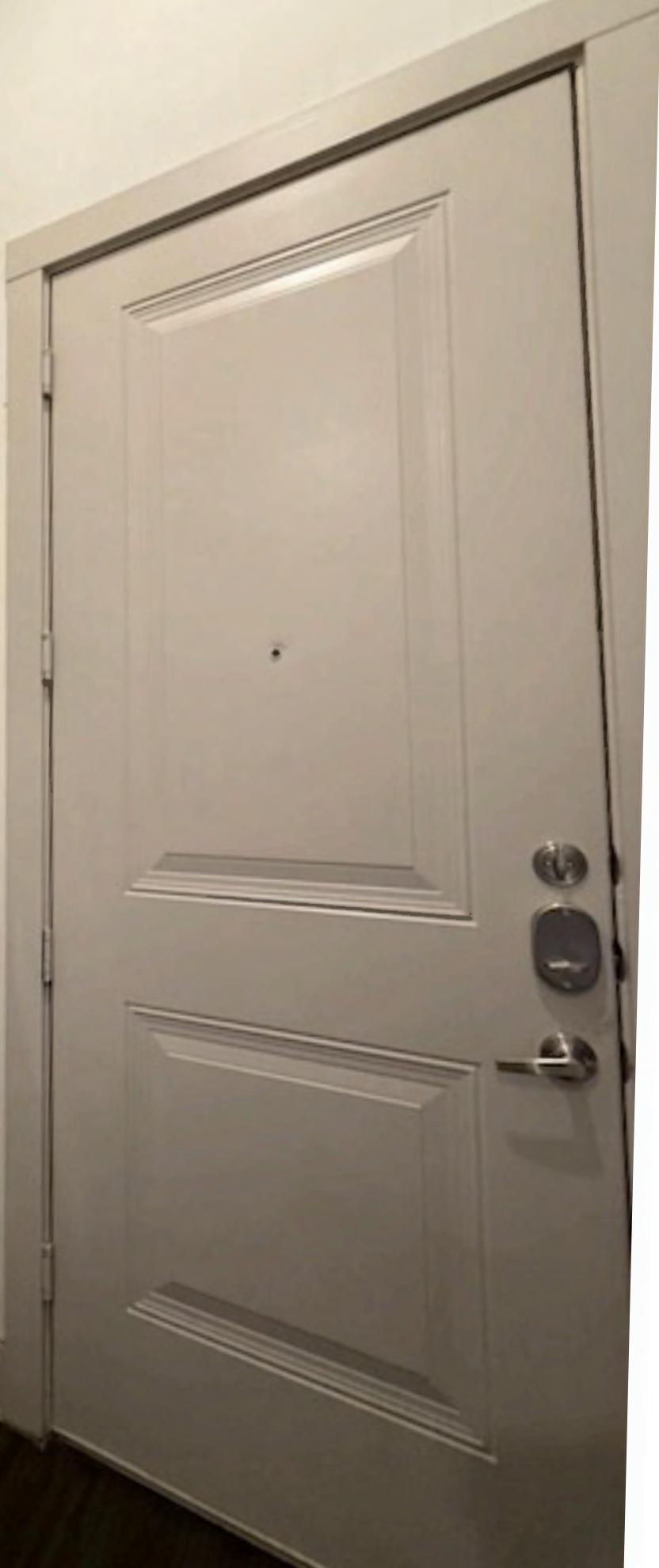
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BLDG

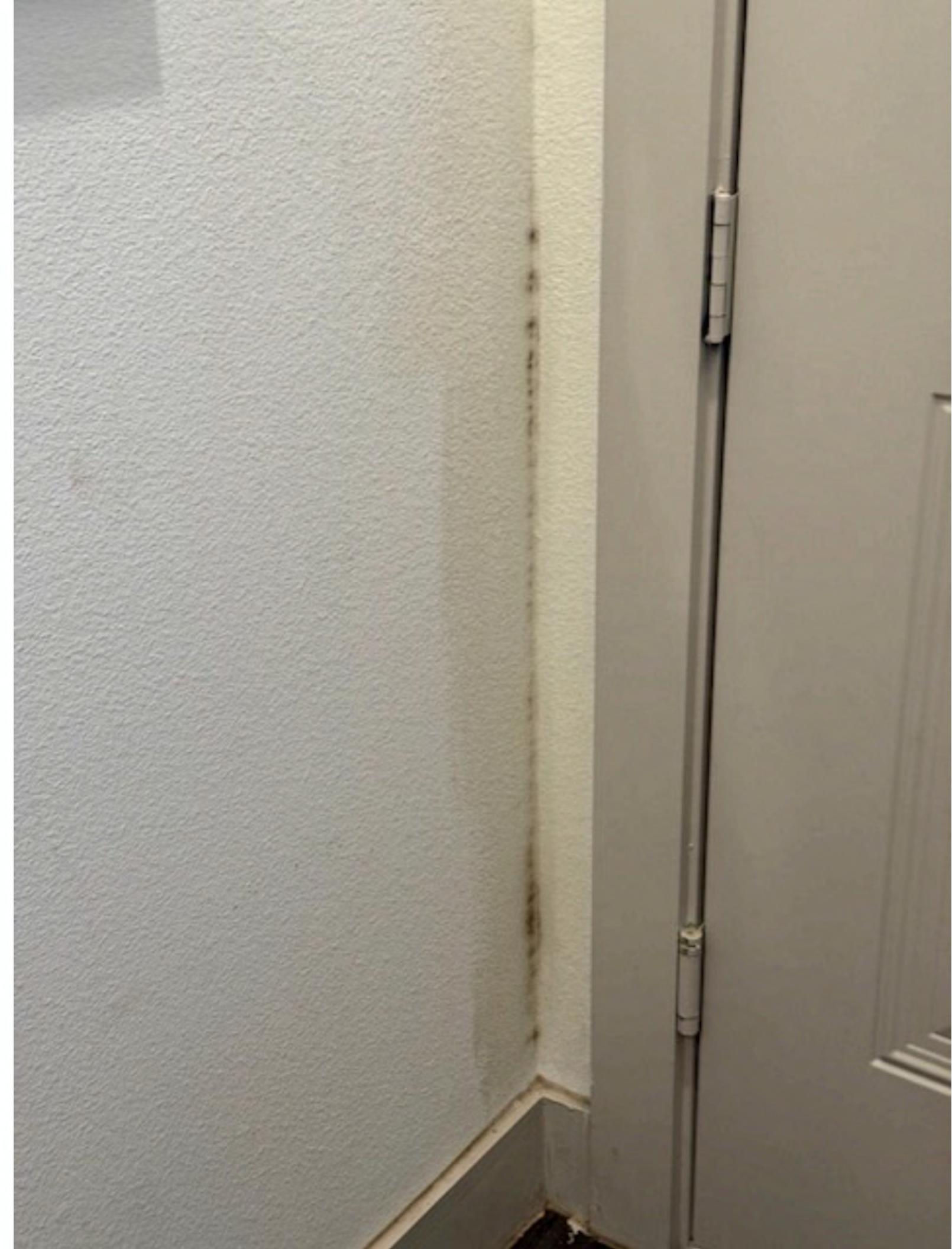
LOW MID HIGH

MOIST HOLD



MM04E

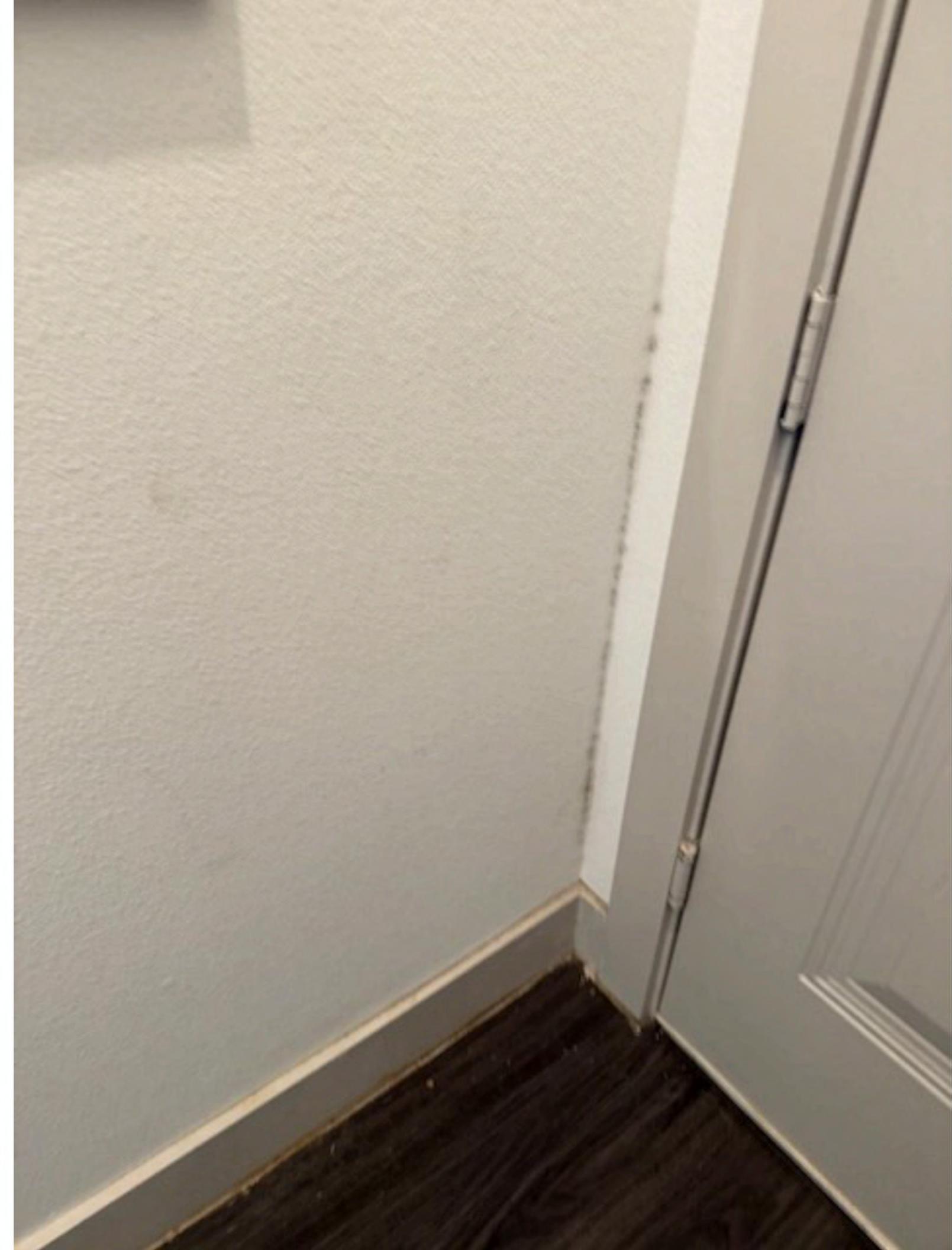




# **Photos from 3/5/25**







# **Exhibit 14**

# **Lease and Renewal**

**FLOOD DISCLOSURE NOTICE**

In accordance with Texas law, we are providing the following flood disclosure:

- We  are or  are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We  are or  are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

*As defined in Texas Property Code 92.0135(a)(2), "flooding" means "a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall."*

Signatures of All Residents

Signature of Owner or Owner's Representative

Kathryn Copeland

Date



This Lease is valid only if filled out before January 1, 2024.

## Apartment Lease Contract

This is a binding contract. Read carefully before signing.

**This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.**

### PARTIES

Residents Kathryn M Copeland

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Owner WMCI Dallas, X LLC dba The Bowery at Southside

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Occupants Quinn Copeland, Penelope Copeland

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### LEASE DETAILS

#### A. Apartment (Par. 2)

Street Address: 405 Crawford St Apt# 2145

Apartment No. 2145 City: Fort Worth State: TX Zip: 76104

B. Initial Lease Term. Begins: 10/21/2023 Ends at 11:59 p.m. on: 12/22/2024

C. Monthly Base Rent (Par. 3)  
\$ 2214.00

E. Security Deposit (Par. 5)  
\$ 200.00

F. Notice of Termination or Intent to Move Out (Par. 4)  
A minimum of 60 days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period

If the number of days isn't filled in, notice of at least 30 days is required.

D. Prorated Rent  
\$ 804.42

due for the remainder of 1st month or  
 for 2nd month

Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.

#### G. Late Fees (Par. 3.3)

##### Initial Late Fee

10 % of one month's monthly base rent or  
 \$ \_\_\_\_\_

Due if rent unpaid by 11:59 p.m. on the 5th (3rd or greater) day of the month

##### Daily Late Fee

\_\_\_\_\_ % of one month's monthly base rent for \_\_\_\_\_ days or  
 \$ \_\_\_\_\_ for \_\_\_\_\_ days

H. Returned Check or Rejected Payment Fee (Par. 3.4)  
\$ 75.00

#### J. Optional Early Termination Fee (Par. 7.2)

\$ \_\_\_\_\_  
Notice of \_\_\_\_\_ days is required.

#### K. Animal Violation Charge (Par. 12.2)

Initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and

A daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal)

#### I. Reletting Charge (Par. 7.1)

A reletting charge of \$ 1926.95 (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations

You are not eligible for early termination if you are in default.

Fee must be paid no later than 3 days after you give us notice

If values are blank or "0," then this section does not apply.

L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.

Animal rent	\$ <u>30.00</u>	Cable/satellite	\$ _____	Trash service	\$ <u>20.00</u>
Internet	\$ _____	Package service	\$ _____	Pest control	\$ <u>3.00</u>
Storage	\$ _____	Stormwater/drainage	\$ _____	Washer/Dryer	\$ _____
Other:	_____				\$ _____
Other:	_____				\$ _____
Other:	_____				\$ _____
Other:	_____				\$ _____

M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.

Utility Connection Charge or Transfer Fee: \$ 50.00 (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)

Special Provisions. See Par. 32 or additional addenda attached. The Lease cannot be changed unless in writing and signed by you and us.

## LEASE TERMS AND CONDITIONS

- 1. Definitions.** The following terms are commonly used in this Lease:
  - 1.1. "Residents"** are those listed in "Residents" above who sign the Lease and are authorized to live in the apartment.
  - 1.2. "Occupants"** are those listed in this Lease who are also authorized to live in the apartment, but who do not sign the Lease.
  - 1.3. "Owner"** may be identified by an assumed name and is the owner only and not property managers or anyone else.
  - 1.4. "Including"** in this Lease means "including but not limited to."
  - 1.5. "Community Policies"** are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
  - 1.6. "Rent"** is monthly base rent plus additional monthly recurring fixed charges.
- 2. Apartment.** You are leasing the apartment listed above for use as a private residence only.
  - 2.1. Access.** In accordance with our Community Policies, you'll receive access information or devices for your apartment and mailbox, and other access devices including: **Gate** \_\_\_\_\_ **Remote** \_\_\_\_\_
  - 2.2. Measurements.** Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary.
  - 2.3. Representations.** You agree that designations or accreditations associated with the property are subject to change.
- 3. Rent.** *You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.*
  - 3.1. Payments.** You will pay your Rent by any method, manner and place we specify in accordance with our Community Policies. **Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.** We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.
  - 3.2. Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.
  - 3.3. Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.
  - 3.4. Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.
  - 3.5. Utilities and Services.** You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease. Television channels that are provided may be changed during the Lease term if the change applies to all residents.  
If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date. If you delay getting service turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for the charge listed above (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If your apartment is individually metered and you change your retail electric provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.
  - 3.6. Lease Changes.** Lease changes are only allowed during the Lease term or renewal period if governed by Par. 10, specified in Special Provisions in Par. 32, or by a written addendum or amendment signed by you and us. At or after the end of the initial Lease term, Rent increases will become effective with at least 5 days plus the number of days' advance notice contained in Box F on page 1 in writing from us to you. Your new Lease, which may include increased Rent or Lease changes, will begin on the date stated in any advance notice we provide (without needing your signature) unless you give us written move-out notice under Par. 25, which applies only to the end of the current Lease term or renewal period.
- 4. Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. *If the number of days isn't filled in, notice of at least 30 days is required.*
- 5. Security Deposit.** The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.
  - 5.1. Refunds and Deductions.** *You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund. In accordance with our Community Policies and as allowed by law, we may deduct from your security deposit any amounts due under the Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges.* Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.
- 6. Insurance.** *Our insurance doesn't cover the loss of or damage to your personal property.* You will be required to have liability insurance as specified in our Community Policies or Lease addenda unless otherwise prohibited by law. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to require your insurance carrier to waive any insurance subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.
- 7. Reletting and Early Lease Termination.** This Lease may not be terminated early except as provided in this Lease.
  - 7.1. Reletting Charge.** You'll be liable for a reletting charge as listed in Lease Details, (not to exceed 85% of the highest monthly Rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 25; (B) move out without paying Rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due.  
The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed.
  - 7.2. Early Lease Termination Procedures.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may terminate the Lease prior to the end of the Lease term *if all of the following occur:* (a) as outlined in Lease Details, you give us written notice of early termination, pay the early termination fee and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
  - 7.3. Special Termination Rights.** *You may have the right under Texas law to terminate the Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.*
- 8. Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of Rent on a daily basis during delay, **and** (2) your right to terminate the Lease in writing as set forth below. Rent abatement and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.
  - 8.1. Termination.** If we give written notice to you of a delay in occupancy when or after the Lease begins, you may terminate the Lease within 3 days after you receive written notice. If we give you written notice before the date the Lease begins and the notice states that a construction or other delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice.  
After proper termination, you are entitled only to refund of any deposit(s) and any Rent you paid.

**9. Care of Unit and Damages.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or Community Policies violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

*Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs and replacements occurring during the Lease term or renewal period, including: (A) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment; (B) damage to doors, windows, or screens; and (C) damage from windows or doors left open.*

#### RESIDENT LIFE

**10. Community Policies.** *Community Policies become part of the Lease and must be followed.* We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and applicable to all units in the apartment community and do not change the dollar amounts in Lease Details.

**10.1. Photo/Video Release.** You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.

**10.2. Disclosure of Information.** At our sole option, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your apartment.

**10.3. Guests.** We may exclude from the apartment community any guests or others who, in our sole judgment, have been violating the law, violating this Lease or our Community Policies, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an authorized occupant, or a guest of a specific resident in the community.

Anyone not listed in this Lease cannot stay in the apartment for more than 7 days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.

**10.4. Notice of Convictions and Registration.** You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

**10.5. Odors and Noise.** You agree that odors, smoke and smells including those related to cooking and everyday noises or sounds are all a normal part of a multifamily living environment and that it is impractical for us to prevent them from penetrating your apartment.

**11. Conduct.** You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the apartment, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly. You will use your apartment and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, porches, and activities in common areas.

**11.1. Prohibited Conduct.** You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud, obnoxious or dangerous manner;

(c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;

(d) disrupting our business operations;

(e) storing anything in closets containing water heaters or gas appliances;

(f) tampering with utilities or telecommunication equipment;

(g) bringing hazardous materials into the apartment community;

(h) using windows for entry or exit;

(i) heating the apartment with gas-operated appliances;

(j) making bad-faith or false allegations against us or our agents to others;

(k) smoking of any kind, that is not in accordance with our Community Policies or Lease addenda;

(l) using glass containers in or near pools; or

(m) conducting any kind of business (including child-care services) in your apartment or in the apartment community—except for any lawful business conducted “at home” by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your apartment for business purposes.

**12. Animals.** *No living creatures of any kind are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.* If we allow an animal, you must sign a separate Animal Addendum and, except as set forth in the addendum, pay an animal deposit and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

**12.1. Removal of Unauthorized Animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 14. We may: keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges.

**12.2. Violations of Animal Policies and Charges.** If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

**13. Parking.** You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in our Community Policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with our Community Policies.

**14. When We May Enter.** If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times (by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

## **15. Requests, Repairs and Malfunctions.**

- 15.1. Written Requests Required.** If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our Community Policies (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your apartment constitutes a request from all residents. **The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.**
- 15.2. Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our Community Policies. Air conditioning problems are normally not emergencies.
- 15.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 15.4. Your Remedies.** We'll act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. *If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you:* (1) termination of the Lease and an appropriate refund under 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.
- 16. Our Right to Terminate for Apartment Community Damage or Closure.** If, in our sole judgment, damages to the unit or building are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits, minus lawful deductions. We may remove your personal property if, in our sole judgment, it causes a health or safety hazard or impedes our ability to make repairs.
- 16.1. Property Closure.** We also have the right to terminate this Lease and your right to possession by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if any part of the property becomes subject to an eminent domain proceeding.
- 17. Assignments and Subletting.** You may not assign this Lease or sublet your apartment. You agree that you won't rent, offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.
- 18. Security and Safety Devices.** **We'll pay for missing security devices that are required by law. You'll pay for:** (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests. You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

**Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins:** (A) a window latch on each window; (B) a doorviewer (peephole or window) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next Rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

- 18.1. Smoke Alarms and Detection Devices.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor your guests or occupants may disable alarms or detectors. *If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's Rent, actual damages, and attorney's fees.*

- 18.2. Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

- 19. Resident Safety and Loss.** *Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.*

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call 911 and local law enforcement authorities if any security needs arise.

You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that, even if an alarm or gate amenities are provided, they are mechanical devices that can malfunction. Any charges resulting from the use of an intrusion alarm will be charged to you, including, but not limited to, any false alarms with police/fire/ambulance response or other required city charges.

## **20. Condition of the Premises and Alterations.**

- 20.1. As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition Form at or before move-in. You agree that after completion of the form or **within 48 hours** after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, return it to us, and the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.

- 20.2. Standards and Improvements.** Unless authorized by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our Community Policies state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems,

cameras, video or other doorbells, or lock changes, additions, or rekeying is permitted unless required by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, appliances, furniture, telephone and television wiring, screens, locks, or security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

**21. Notices.** Written notice to or from our employees, agents, or management companies constitutes notice to or from us. Notices to you or any other resident of the apartment constitute notice to all residents. Notices and requests from any resident constitute notice from all residents. Only residents can give notice of Lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

**21.1. Electronic Notice.** Notice may be given electronically **by us to you** if allowed by law. If allowed by law and in accordance with our Community Policies, electronic notice **from you to us** must be sent to the email address and/or portal specified in Community Policies. Notice may also be given by phone call or to a physical address if allowed in our Community Policies.

You represent that you have provided your current email address to us, and that you will notify us in the event your email address changes.

#### EVICTION AND REMEDIES

**22. Liability.** Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or our Community Policies, all residents are considered to have violated the Lease.

**22.1. Indemnification by You.** *You'll defend, indemnify and hold us and our employees, agents, and management company harmless from all liability arising from your conduct or requests to our representatives and from the conduct of or requests by your invitees, occupants or guests.*

**23. Default by Resident.**

**23.1. Acts of Default.** You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor.

**23.2. Eviction.** *If you default, including holding over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Termination of your possession rights doesn't release you from liability for future Rent or other Lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.

**23.3. Acceleration.** Unless we elect not to accelerate Rent, all monthly Rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all Rent for the entire Lease term or renewal period. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

If you don't pay the first month's Rent when or before the Lease begins, all future Rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future Rent, attorney's fees, court costs, and other lawful charges.

**23.4. Holdover.** You and all occupants must vacate and surrender the apartment by or before the date contained in: (1) your move-out notice (2) our notice to vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all Rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the Lease term and/or increase the Rent by 25% by delivering written notice to you or your apartment while you continue to hold over.

**23.5. Other Remedies.** We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after you are mailed a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

**24. Representatives' Authority and Waivers.** *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing and signed, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing and signed.* No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. *Our choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or any other rights isn't a waiver under any circumstances.* Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the Lease term begins. Your Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

#### END OF THE LEASE TERM

**25. Move-Out Notice.** *Before moving out, you must give our representative advance written move-out notice as stated in Par. 4, even if the Lease has become a month-to-month lease.* The move-out date can't be changed unless we and you both agree in writing.

**Your move-out notice must comply with each of the following:**

- (a) Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- (b) Your move-out notice must not terminate the Lease before the end of the Lease term or renewal period.
- (c) If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move out is required.
- (d) You must get from us a written acknowledgment of your notice.

**26. Move-Out Procedures.**

**26.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

**26.2. Move-Out Inspection.** We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

**27. Surrender and Abandonment.** You have **surrendered** the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.

You have **abandoned** the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you've been in default for nonpayment of Rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (C) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.

**27.1. The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.

**27.2. Removal and Storage of Property.** We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.

**We're not liable for casualty, loss, damage, or theft.** You must pay reasonable charges for our packing, removing and storing any property.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

#### GENERAL PROVISIONS AND SIGNATURES

**28. TAA Membership.** We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

Name, address and telephone number of locator service (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**29. Severability and Survivability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 27 and 31 shall survive the termination of this Lease.**  
This Lease binds subsequent owners.

**30. Controlling Law.** Texas law governs this Lease. All litigation arising under this Lease and all Lease obligations must be brought in the county, and precinct if applicable, where the apartment is located.

**31. Waivers.** By signing this Lease, you agree to the following:

**31.1. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and **you expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

**YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND, CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.**

**31.2. Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

**32. Special Provisions.** The following, or attached Special Provisions and any addenda or Community Policies provided to you, are part of this Lease and supersede any conflicting provisions in this Lease.

**The term 'Utility Connection Charge or Transfer Fee', as it relates to the "charge" in paragraph 3.5, means per utility, per billing cycle. The supplemental Resident Handbook that you agree to comply with is accessible electronically via the online Resident Portal. For "J. Optional Early Termination Fee" section, contact leasing office for fee/details.**  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.**

**Resident or Residents (all sign below)**

**Kathryn Copeland**

(Name of Resident)

10/18/2023

Date signed

(Name of Resident)

Date signed

**Owner or Owner's Representative** (signing on behalf of owner)  
\_\_\_\_\_

## **COMMUNITY POLICIES ADDENDUM**

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1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside  
\_\_\_\_\_  
Apartments in Fort Worth,  
Texas OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_  
in \_\_\_\_\_, Texas.

2. **Payments.** All payments for any amounts due under the Lease must be made:

- at the onsite manager's office
- through our online portal
- by mail to 220 E Broadway Ave, Fort Worth, TX 76104, or
- other: www.bowerysouthside.com.

The following payment methods are accepted:

- electronic payment
- personal check
- cashier's check
- money order, or
- other: \_\_\_\_\_

We have the right to reject any payment not made in compliance with this paragraph.

3. **Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the Lease; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges outlined in the Lease; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. **Requests, Consent, Access and Emergency Contact.** All written requests to us must be submitted by:

- online portal
- email to thebowery@weinsteinproperties.com
- hand delivery to our management office, or
- other: \_\_\_\_\_

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. **To opt out of receiving these messages, please submit a written request to us by the method noted above.**

**You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition of the purchase of any property, goods, or services from us.**

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number (833) 887-1948

(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. **Parking.** We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the apartment; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.

6. **HVAC Operation.** If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your apartment using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. **Amenities.** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

*Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.*

8. **Package Services.** We  do or  do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. **Fair Housing Policy.** We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. **Special Provisions.** The following special provisions control over conflicting provisions of this form:

The Supplemental Resident Handbook that you agree to comply with is accessible electronically via the online resident portal.

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*Kathryn Copeland*

Signature of All Residents

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Signature of Owner or Owner's Representative

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## Animal Addendum

*Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.*

**1. Dwelling Unit.**

Unit # 2145, at 405 Crawford St  
Apt# 2145  
(street address) in Fort Worth  
(city), Texas 76104 (zip code).

**2. Lease.**

Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

**3. Conditional Authorization for Animal.** You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

**4. Animal Deposit.** You must pay a one-time animal deposit of \$ 400.00 when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

**5. Assistance or Service Animals.** When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

**6. Search and Rescue Dogs.** We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

**7. Additional Monthly Rent.** Your monthly base rent (as stated in the Lease) will be increased by \$ 30.00.

**8. Additional Fee.** You must also pay a one-time nonrefundable fee of \$ 500.00 to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

**9. Liability Not Limited.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleeling, replacements, or personal injuries.

**10. Description of Animal.** You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: Ruby

Type: Dog

Breed: Cavalier King Charles

Color: Red & White

Weight: 16lbs

Age:

City of license:

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? Yes

Animal owner's name: Kathryn Copeland

Animal's name: Moon

Type: Dog

Breed: Cavalier King Charles

Color: Black & White

Weight: 13 lbs

Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? Yes

Animal owner's name: Kathryn Copeland

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

**11. Special Provisions.** The following special provisions control over any conflicting provisions of this addendum:

See additional addendum titled Animal Addendum Special Provisions continued.

**12. Emergency.** In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

**13. Animal Rules.** You are responsible for the animal's actions at all times. You agree to follow these rules:

**13.1 Shots and Licenses.** The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

**13.2 Disturbances.** The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

**13.3 Housebreaking, Cages, Offspring.** Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

**13.4 Indoor Waste Areas.** Inside, the animal may urinate or defecate only in these designated areas: litterbox

**13.5 Outdoor Waste Areas.** Outside, the animal may urinate or defecate only in these designated areas: Must clean up after pet

**13.6 Tethering.** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

- 13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.
- 13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- 13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.
- 13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.
- 14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.
- 16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.
- 17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.
- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
  - (B) left the animal in the dwelling unit for an extended period of time without food or water;
  - (C) failed to care for a sick animal;
  - (D) violated our animal rules; OR
  - (E) let the animal defecate or urinate where it's not allowed.
- 17.2 Removal Process.** To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.
- 18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.
- 19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- 20. Multiple Residents.** Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.
- 21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.
- 22. General.** You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.
- 23. Animal Restrictions.** No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the foregoing being true and if you have made any misrepresentation it is a violation of the Lease.

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

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*

**Resident or Residents (all sign below)**

<i>Kathryn Copeland</i> (Name of Resident)	10/18/2023 Date signed
_____	Date signed
_____	Date signed
_____	Date signed
_____	Date signed
_____	Date signed

**Owner or Owner's Representative (sign below)**

\_\_\_\_\_  
Date signed

## Animal Addendum

Special Provisions (continued from Animal Addendum)

Special Provisions (continued): The following special provisions control over any conflicting provisions of the Animal Addendum:

A maximum of three (3) animals is allowed per apartment, including caged/tanked animals. No farm animals or livestock are allowed. The following dog breeds are prohibited on the property: Chow, Rottweiler, Staffordshire Terrier, Pit Bull, Doberman Pinscher, certain Mastiff breeds and mixed breeds that contain any portion of the foregoing breeds. Dogs resembling a prohibited breed are also prohibited, regardless of veterinary records to the contrary. Landlord, in its sole discretion, may elect to prohibit additional breeds of animals not listed above. There is a 3-dog maximum in ground floor apartments and a 2-dog maximum in apartments located on other floors. Tenant will incur a fee of \$25.00/ incident for not picking up pet waste. If Tenant repeatedly fails to pick up pet waste, Tenant may be subject to additional action, including without limitation a lease violation notice. The deposit referenced in paragraph 4 of the Animal Addendum, additional fee referenced in paragraph 8 of the Animal Addendum and pet rent referenced in paragraph 7 of the Animal Addendum shall be as follows based on the number of animals (excluding caged/tanked animals) in the table below. There are to be no visiting animals, for any period of time, unless (i) owner has granted advance written approval, (ii) Tenant complies with paragraph 12 of the Lease, (iii) Tenant has delivered a signed animal addendum to owner regarding the visiting pet, and Tenant pays a daily non-refundable fee of \$10 for each visiting pet. All visiting pets must abide by the Pet Rules and Restrictions listed in the Animal Addendum and Resident Handbook. If any animal visits for more than ten (10) days on an annual basis, the animal shall not be deemed a visiting animal and Tenant shall be required to pay the deposit, additional fee and monthly pet rent as set forth herein. Tenant(s) authorizes Agent to inspect the premises, after the visit end date to insure the pet has been removed. If tenant does not obtain prior written consent for a visiting pet, the pet will be treated as unregistered and subject to the terms in the paragraph related to Unregistered Pets. Caged/tanked animals are allowed but 1) must remain in their cage/tank. 2) cannot be venomous/poisonous; and fish tanks must be less than 30 gallons. 3) Type, breed and size restrictions apply. 4) require a \$100 deposit prior to bringing the animal(s) to the property (fish tanks less than 10 gallons; no deposit). Note: The \$100 deposit is for up to 3 caged/tanked animals; no more than three animals are allowed per apartment.

Number of animals	Deposit	Additional Fee	Monthly Pet Rent
1	\$200.00	\$300.00	\$15.00
2	\$400.00	\$500.00	\$30.00
3	\$600.00	\$700.00	\$45.00

Resident or Residents

[All residents must sign here]

Kathryn Copeland

Owner or Owner's Representative

[signs here]

Date of Lease Contract

10/17/2023

**LEASE ADDENDUM FOR  
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth, TX; OR the house, duplex, etc. located at (street address)

in \_\_\_\_\_, TX..

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (check as applicable)

garage or carport attached to the dwelling;  
 garage space number(s): \_\_\_\_\_; \$ \_\_\_\_\_ /month; start date(s): \_\_\_\_\_  
 carport space number(s): c-041; \$ 0.00 /month; start date(s): 10/21/2023 and/or  
 storage unit number(s): \_\_\_\_\_; \$ \_\_\_\_\_ /month; start date(s): \_\_\_\_\_

The monthly rent in the Lease Contract does not cover both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum. Start date is the same as the lease start date unless indicated above.

3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas. Additional Restrictions:
- 
- 

4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored in the areas covered by this addendum. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

5. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.

6. **Garage door opener.** If an enclosed garage is furnished, you  will  will not be provided with a  garage door opener and/or  garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a charge of \$50.00, which will be deducted from your security deposit.

7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to Community Policies or the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you. A written 30-day notice to vacate is required for any carport, garage, or storage unit if you intend to vacate it prior to the end of the lease term for apartment Premises.

**Resident or Residents**  
(All residents must sign)

Kathryn Copeland

**Owner or Owner's Representative**  
(Signs below)

**Date of Lease Contract**

## **LEASE ADDENDUM FOR CONCESSION, CREDIT OR OTHER DISCOUNT**

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the WMC Dallas, X LLC dba The Bowery at Southside

Texas OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. Concession or discount.** As an incentive and bonus to you for signing the TAA Lease Contract, choosing our property, and agreeing to fulfill your obligations for the entire term of the TAA Lease Contract, you will receive a concession, credit or discount described below. [Check all that apply]

One-time concession. You will receive a one-time concession in the total amount of \$ 3321.00  
This concession will be credited to your charges for the month(s) of November 2023 and half of December 2023. (6 weeks free special)

Monthly discount. You will receive a monthly discount of \$ \_\_\_\_\_ for \_\_\_\_\_ months.

Special Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Payment or repayment for breach.** If you move out or terminate your TAA Lease Contract early, in violation of the TAA Lease Contract, you forfeit the concession or credit received under this addendum.

If you fail to pay all of your obligations under the TAA Lease Contract, then you will be required to immediately repay us the amounts of all concessions and/or discounts that you actually received from us for the months you resided in your dwelling, in addition to all other sums due under the TAA Lease Contract for unauthorized surrender or abandonment by the resident (see TAA Lease Contract Par. 27).

*Kathy Capellano*  
Signatures of All Residents

Signature of Owner or Owner's Representative

**SPECIAL STIPULATIONS ADDENDUM  
PREPAID RENT**

This addendum is made to the Lease Agreement between Landlord, WEINSTEIN MANAGEMENT CO., INC., a Virginia corporation doing business as

The Bowery at Southside

and Tenant(s):

**Kathryn M Copeland**

For the property located at:

**405 Crawford St Apt# 2145, #2145  
Fort Worth, TX 76104**

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s), with the exception of the following amendments and/or revisions:

Tenant has agreed to pay prepaid rent in the amount of \$\_\_\_\_\_ before Tenant's move in date. Tenant's failure to deliver the prepaid rent before the move-in date shall constitute a default under the lease.

If so requested by Tenant, at the discretion of Agent this amount may be applied to the Tenant's monthly rent amount after the first 12 months of tenancy or the end of the first lease term, whichever is later. For this to be considered, the apartment must be deemed to be in acceptable condition (pending inspection by Agent), Tenant must have paid on-time for the past 12 months, had no lease violations and must have provided the Landlord with valid social security numbers for all leaseholders.

The undersigned have read, understand and agree to comply with the terms of this Addendum.

WEINSTEIN MANAGEMENT CO., INC.,  
Managing Agent for Landlord

Date: \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_ 10/18/2023

*Kathryn Copeland* \_\_\_\_\_  
Tenant (Head of Household)

Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant (Spouse or Other)

Original To File Copy  
To Tenant Copy to  
Main Office

## **INSURANCE ADDENDUM**

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1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

Texas OR Apartments in Fort Worth,  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

The terms of this addendum will control if the term of the Lease and this addendum conflict.

2. **Required Insurance Policy.** In accordance with the Lease, you understand and agree that this addendum requires Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with the Lease and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provide you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at [www.tdi.texas.gov](http://www.tdi.texas.gov) may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

4. **Default.** You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ \_\_\_\_\_ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payments are due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

**NOTICE TO RESIDENT:** YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

Kathryn Copeland

Signature of All Residents

Signature of Owner or Owner's Representative

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## **LEASE ADDENDUM PERSONAL LIABILITY INSURANCE REQUIRED**

**Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X  
LLC dba The Bowery at Southside Apartments in  
Fort Worth, TX; OR the house, duplex, etc. located at (street address)  
in \_\_\_\_\_, TX.

1. **Insurance Acknowledgement.** Tenant acknowledges that Landlord does not maintain insurance to protect Tenant against personal injury, loss or damage to Tenant's personal property or to cover Tenant's own liability for injury, loss or damage Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that Tenant may be responsible to others (including Landlord and Agent) for the full cost of any injury, loss or damage caused by Tenant's negligent actions or the negligent actions of Tenant's occupants or guests, including but not limited to damage caused by fire or smoke
2. **Building Protection fee.** Landlord agrees to waive the requirements in the Lease that Tenant purchase liability insurance covering damage from fire, vandalism, smoke, water and any other perils, with limits of at least \$100,000 (the "Insurance Requirements"), as set forth in the Lease, if Tenant 1) elects to waive the insurance requirement and pay the Building Protection Fee (as defined below) by opting into the building protection program at [www.residentprotect.com](http://www.residentprotect.com); or 2) fails to provide proof of insurance as required in the Lease (in which case the Building Protection Fee will be charged to the Tenant automatically and the Tenant will be opted into the building protection program) within ten (10) business days following the date of this Addendum; or 3) cancels (voluntarily or involuntarily) its existing liability insurance coverage and Landlord receives notice of the same (in which case the Building Protection Fee may be charged to Tenant automatically and the Tenant may be opted into the building protection program). In such event, Landlord shall charge Tenant a "Building Protection Fee" in the amount of Twelve Dollars and 00/100 (\$12.00) per month. This Building Protection Fee is to be paid as additional monthly rent and will be used to help protect Landlord's assets, including real, improved and personal property owned or managed by Landlord against damage caused by a Tenant. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy and provides proof of coverage to Landlord or Agent. This Building Protection Fee offers no protection for Tenant's personal property or third-party liability. Tenant should consider purchasing renter's insurance to protect Tenant from financial loss and third-party liability. Such policy must identify Landlord and Agent as additional insureds.
3. **Damage to Tenant's Personal Property.** Pursuant to the Lease, Tenant is only required to comply with the Insurance Requirements; however, Landlord highly recommends Tenant also obtain coverage for its personal property. Tenant has the option to obtain personal property reimbursement by visiting [www.residentprotect.com](http://www.residentprotect.com). As a resident of this property, Tenant automatically qualifies for this reimbursement. If Tenant chooses to participate in this program, Tenant shall pay a "Property Reimbursement Fee" in the amount of Three Dollars and 00/100 (\$3.00) per month. This Property Reimbursement Fee is to be paid in the same manner as additional monthly rent. The Property Reimbursement Fee shall qualify Tenant for reimbursement for losses to Tenant's personal property up to Ten Thousand and 00/100 Dollars (\$10,000). A description of the program is available by visiting [www.residentprotect.com](http://www.residentprotect.com)
4. **Freedom of Choice.** At all times, Tenant can purchase insurance through the carrier or agency of Tenant's choice, subject to the requirements of the Lease, and is not required to purchase insurance through a particular carrier or participate in our property reimbursement program. However, the insurance Tenant purchases must meet the Lease's minimum Insurance Requirements at all times
5. **Default.** Tenant(s)'s failure to obtain or maintain insurance coverage meeting the Insurance Requirements shall constitute a material default of the Lease Agreement, entitling Agent to terminate the Lease Agreement and/or Tenant(s)'s right to possession under the Lease Agreement. Landlord reserves the right, and Tenant hereby authorizes Landlord, to charge Tenant a "Building Protection Fee" monthly in the amount of Twelve and 00/100 Dollars (\$12.00) as additional rent under the Lease if Tenant does not maintain coverage meeting the Insurance Requirements. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy meeting the Insurance Requirements and provides proof of coverage to Landlord or Agent.
6. **Class Action Waiver.** The parties waive any right to bring class actions or representative claims on behalf of a class of individuals or to participate as a class representative or member (the "Class Action Waiver") against each other. Tenant is not waiving any right(s) to pursue claims against Landlord or Agent related to its tenancy, but Tenant agrees to file any claim(s) against Landlord or Agent in its individual capacity only, and Tenant hereby waives any rights that it may have had to bring or take part in a class or representative action.
7. **Miscellaneous.**
  - a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
  - b. The insurance required by the Lease is not required by any law. Tenant's obligation to provide insurance stems solely from the Lease.
  - c. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

- d. The insurance required by the Lease is not an attempt to limit our liability for our own negligence or Tenant's liability for Tenant's own negligence.
- e. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.

By signing below, Tenant acknowledges and agrees to be bound to the terms of this Addendum.

**Resident or Residents**  
*(All residents must sign)*

*Kathy Bodine*

**Owner or Owner's Representative**  
*(Signs below)*

**Date of Lease Contract**

## FITNESS CENTER/BUSINESS CENTER RULES AND REGULATIONS

Kathryn M Copeland  
405 Crawford St Apt# 2145  
Fort Worth, TX 76104

We hope you will enjoy the Fitness Center and/or Business Center. To ensure that everyone has a safe and enjoyable experience, please abide by the following rules and regulations. These rules and regulations become a part of the Resident Handbook that you received as part of your Move-In Packet.

1. The Fitness Center is for the use of residents and their guests. Guests are not permitted in the Business Center
2. **The Fitness Center is accessible 24 hours a day; 7 days a week.**

3. Residents are permitted to bring one guest per day to the Fitness Center. Guests must be accompanied by a resident at all times while in the Fitness Center. Guests must carry a guest pass at all times while in the Fitness Center. Guests must abide by all Fitness Center policies. Residents are responsible for the actions of their guests.
4. No persons under age 16 are permitted to use the exercise equipment or be in the Fitness Center.
5. No attendants or supervision of any kind will be provided by the Management for the Fitness Center.
6. Use the exercise equipment at your own risk. Weinstein Properties is not responsible for accidents or injuries related in any way to the use of the Fitness Center.
7. It is strongly recommended that appropriate work out clothing be worn while using the fitness equipment. Fitness center users assume all risk of injury resulting from failing to wear appropriate clothing.
8. The treadmills and stair stepper machines are not designed for use by persons weighing over 250 pounds.
9. Know your limits. Do not over exert yourself.
10. Read all posted instructions. If you do not understand the instructions, do not use the equipment.
11. When using the treadmill, please attach the safety key to your clothing or body.
12. No one under the influence of drugs or alcohol may use the Fitness Center or Business Center at any time.
13. Please wear shoes—no wet or bare feet are permitted in the Fitness Center or Business Center.
14. There is a \$50.00 fee for lost or stolen access cards/fobs, or for not returning the access card/fob when your occupancy expires.
15. The Fitness Center may not be used for the purpose of conducting business, including personal training or classes, at any time.
16. Landlord reserves the right to deny access to the Fitness Center and/or Business Center to any and all Tenant(s) who fail to comply with these Rules and Regulations.

I have read, understand and agree to comply with the foregoing rules and regulations.

Date: 10/18/2023

Tenant Signature: *Kathryn Copeland*

Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

## **LEASE ADDENDUM REGARDING SMOKING**

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**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,  
Texas OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_  
in \_\_\_\_\_, Texas.

**2. Smoking,** in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

**3. Smoking permitted in designated areas of the apartment community.** Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

- is permitted  
 is not permitted.

Only the following outside areas may be used for smoking: \_\_\_\_\_

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 15 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

**4. Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

**5. Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

**6. Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**7. Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

**8. Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

**9. Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

**10. No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.  
 Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

*Kathryn Copeland*

Signatures of All Residents

Signature of Owner or Owner's Representative

## **LEASE ADDENDUM FOR ACCESS CONTROL DEVICES**

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the WMC Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,  
Texas.

### **2. Remote control/cards/code for gate access.**

- Remote control for gate access.** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ 50.00 non-refundable fee.
- Cards for gate access.** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ 50.00 non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

### **3. Damaged, lost or unreturned remote controls, cards, key fobs or code changes.**

- If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

**4. Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

**5. Follow written instructions.** You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

### **6. Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction.

Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

### **7. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

  
Signatures of All Residents

Signature of Owner or Owner's Representative

**LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE**

- 1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMC Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth \_\_\_\_\_, Texas.

Texas OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. Flat fee for trash/recycling costs.** Your monthly base rent under the TAA Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 20.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

**3. Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late payment of \$                    (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract including eviction.

Your trash/recycling bill may include state and local sales taxes as required by state law.

**Payment due date.** Payment of your trash removal and recycling bill is due 16 days after

Kathryn Copeland

John Doe \_\_\_\_\_ Signatures of All Residents

Signature of Owner or Owner's Representative

## **LEASE ADDENDUM FOR VALET TRASH**

Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside Apartments, in Fort Worth, TX.

This Lease Addendum for Valet Trash (this "Addendum") is made and entered into as of the date of the Lease Contract and between WMCI Dallas, X LLC dba The Bowery at Southside (the "Owner") and Kathryn M Copeland

(the "Resident", whether one or more) upon the terms and conditions stated herein.

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant, with the exception of the following amendments and revisions:

1. Valet trash collection service will be provided for Tenant five (5) nights per week, Sunday through Thursday for an additional monthly fee noted within your lease or subsequent renewal. The fee for valet trash collection is in addition to the monthly fee for regular trash. Note: *Valet trash collection will not occur on designated holidays.*
2. Each apartment will be provided with one container to be used for the purpose of valet trash collection. Only approved containers are allowed.
3. Tenant is responsible for placing the provided container containing bagged trash only outside the front door of the apartment no earlier than 5:00 PM each evening for collection.
4. Trash collection service will begin at 7:00 PM.
5. All trash must be bagged and tied securely. Pet waste must be double bagged. No broken glass or sharp objects are allowed in the container. Large items or bags weighing over 25 lbs are not permitted.
6. All bags must be placed inside the provided container. Trash will not be collected without the use of the provided container.
7. Loose trash will not be collected.
8. Boxes must be broken down and flattened.
9. If Tenant is unable to place container outside of the apartment on a designated service night, Tenant is responsible for disposing of trash in the community dumpster/trash compactor.
10. The container and/or trash may not be left outside the apartment for any reason other than pickup during the designated trash collection timeframe.
11. If a container remains outside of the apartment past 9:00 AM on the morning following trash collection service, a \$25.00 fee will be assessed.
12. Tenant is required to keep the provided container clean.
13. The provided container is property of Landlord.
14. Tenant will be assessed a \$25.00 fee if an additional or replacement container is needed, or if the container is not left in the apartment when Tenant vacates.

If Tenant is found to be in violation of any of the above, Landlord will issue a warning to Tenant. If Tenant is found to be in violation a second time, the container may be removed and/or a \$25.00 fee will be assessed. In the event container is removed, it will be returned after any fees are paid. If Tenant is found to be in violation a third time, valet trash removal service will be terminated and disposing of trash in the provided dumpster/trash compactor will become the responsibility of the Tenant. Tenant will not receive any refund or rebate for valet trash removal charges.

The undersigned have read, understand and agree to comply with the terms of this Addendum.

Kathryn Copeland  
Signatures of All Residents

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Signature of Owner or Owner's Representative

10/17/2023

Date of Lease Contract

## **WATER AND WASTEWATER SUBMETERING ADDENDUM**

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,  
Texas OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. PUC.** Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.

**3. Mutual Conservation Efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.

**4. Submeter Billing Procedures.** Your monthly rent under the TAA Lease does *not* include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:

- (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
- (B) As permitted by state law, a service fee of 9 % (not to exceed 9%) will be added to your monthly water-service charges.
- (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
- (D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.281.
- (E) We will bill you monthly for your submetered water consumption from approximately the 1 day of the month to the 31 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.
- (F) PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 41.14 per unit, varying from \$ 1.75 for the lowest month's bill to \$ 100.18 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.
- (G) During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

**5. Your Payment-Due Date.** Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

### A Checklist of Water-Conservation Ideas for Your Dwelling

#### In the bathroom . . .

- Never put cleansing tissues, dental floss, cigarette butts, or other trash in the toilet.
- When brushing your teeth, turn off the water until you need to rinse your mouth.
- When shaving, fill the sink with hot water instead of letting the faucet run.
- Take a shower instead of filling the tub and taking a bath.
- Take a shorter shower. Showers may use up to half of your interior water consumption.
- If you take a tub bath, reduce the water level by one or two inches.
- Shampoo your hair in the shower.
- Test toilets for leaks. Add a few drops of food coloring to the tank, but do not flush. Watch to see if the coloring appears in the bowl within a few minutes. If it does, the fixture needs adjustment or repair. A slow drip can waste as much as 170 gallons a day or 5,000 gallons per month. Report all leaks to management.
- Don't leave water running while cleaning bathroom fixtures.

#### In the kitchen . . .

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running for washing or rinsing. Fill the sink instead.
- Use your sink disposal sparingly, and never for just a few scraps.
- Keep a container of drinking water in the refrigerator.
- When cleaning vegetables, use a pan of cold water rather than letting the faucet run.
- For cooking most food, use only a little water and place a lid on the pot.
- Report all leaks to management.

#### When doing the laundry . . .

- Wash only full loads of laundry or else adjust the water level to match the size of the load (if you have this option).
- Use cold water as often as possible to save energy and to conserve the hot water for uses that cold water cannot serve.

#### **Attached: PUC Rules for Submetered Water or Wastewater Service**

Also note that the service fee referenced in item 4(B) does not apply to properties receiving Low-Income Housing Tax Credits or to properties receiving tenant-based vouchers.

Kathryn Copeland

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [sign here]

**Water allocation and submetering is regulated by the Texas Public Utility Commission (PUC). In accordance with PUC rules, a copy of the applicable rules is provided to you below:**

**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;
- (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**

(a) 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.

(b) 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.

(c) 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.

(d) 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 volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(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

(4) 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.

(e) 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.

(3) 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.

(f) 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

(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.

(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 branch-water 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.

## **LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS**

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**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

\_\_\_\_ Apartments in Fort Worth,  
Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

**2. Reason for allocation.** Governmental entities impose stormwater/drainage fees to help pay for the cost of maintaining the infrastructure needed to prevent flooding and lessen the impact of pollution on our water system. These fees can be significant. Our property has chosen to allocate this fee so residents are more aware of the true costs associated with these fees and so it is not necessary to raise rents to keep pace with these fee increases.

**3. Your payment due date.** Payment of your allocated stormwater/drainage bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your stormwater/drainage bill if we do not receive timely payment. If you are late in paying the stormwater/drainage bill, we may immediately exercise all lawful remedies under your lease contract, including eviction—just like late payment of rent.

**4. Allocation procedures.** Your monthly base rent under the TAA Lease Contract does *not* include a charge for stormwater/drainage costs. You will pay separately for these monthly recurring fixed charges which are defined under the Lease as "Additional Rent". You may receive a separate bill from us each month or we may include these items as separate and distinct charges as part of a multi-item bill. You agree to and we will allocate the monthly stormwater/drainage bill for the apartment community based on the allocation method checked below. (*check only one*)

- A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e. your unit's square footage divided by the total square footage in all apartment units.
- A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e. the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).
- Half of your allocation will be based on your apartment's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
- Per dwelling unit
- Other formula (see *attached page*)

**5. Penalties and fees.** Only the total stormwater/drainage bill will be allocated. Penalties or interest for any late payment of the master stormwater/ drainage bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 0.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

**6. Change of allocation formula.** The above allocation formula for determining your share of the stormwater/drainage bill cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

**7. Right to examine records.** You may examine our stormwater/drainage bills from the utility company, and our calculations relating to the monthly allocation of the stormwater/drainage bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

*Kathryn Copeland*  
\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

## **LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA**

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**1. Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,  
Texas **OR**  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.

**3. Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

**4. Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

**5. Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

**6. Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

**7. Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.

**8. Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the TAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear and tear.

**9. Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 1000000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

**10. Security deposit.** Your security deposit (in your Lease Contract) is increased by an additional reasonable sum of \$ 150.00.  effective at time of installation or  effective within \_\_\_\_\_ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.

**11. When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.

**12. Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

*Kathryn Copeland*  
\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative



## **Mold Information and Prevention Addendum**

*Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.*

- |   |  |
|---|--|
| <b>1. Addendum.</b> This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent.  | <b>4. Avoiding Moisture Buildup.</b> To avoid mold growth, it's important to prevent excess moisture buildup in your dwelling. 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:   |
| That dwelling is: Unit # <u>2145</u> at<br><u>WMCT Dallas, X LLC dba The Bowery at Southside</u>  | <ul style="list-style-type: none"> <li>• rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;</li> <li>• overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines;</li> <li>• leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks;</li> <li>• washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking;</li> <li>• leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and</li> <li>• insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.</li> </ul>  |
| <br>(name of apartments)  | <b>5. Cleaning Mold.</b> If small areas of 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. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, 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 nonvisible mold products from 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. |
| or other dwelling located at _____<br><br>(street address of house, duplex, etc.)   | <b>6. Warning for Porous Surfaces and Large Surfaces.</b> 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 to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.  |
| City/State where dwelling is located _____  | <b>7. Compliance.</b> Complying with this addendum will help prevent mold growth in your dwelling, 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 Contract.  |
| <b>2. About Mold.</b> Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would 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. 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.  | <b>3. Preventing Mold Begins with You.</b> to minimize the potential for mold growth in your dwelling, you must:   |
| <ul style="list-style-type: none"> <li>• Keep your dwelling clean—particularly the kitchen, bathroom, carpets, and floors. Regular vacuuming and mopping of the 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. Throw away moldy food immediately.</li> <li>• Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. 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.</li> <li>• Promptly notify us 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 dwelling dry out.</li> <li>• Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as necessary.</li> </ul> |  |

**Owner or Owner's Representative (sign below)**

**Owner or Owner's Representative (sign below)**



## Bed Bug Addendum

*Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This addendum outlines your responsibility and potential liability when it comes to bed bugs. It also gives you some important information about them.*

- 1. Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:

Apt. # 2145 at WMCI Dallas, X  
LLC dba The Bowery at Southside

(name of apartments)  
or other dwelling located at \_\_\_\_\_

(street address of house, duplex, etc.)  
\_\_\_\_\_  
(city) \_\_\_\_\_  
(state) \_\_\_\_\_ (zip) \_\_\_\_\_

- 2. Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

- 3. Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

**BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:**

- YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

You represent and agree that you have read the information about bed bugs provided by us and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property and possessions and that you have fully disclosed to us any previous bed-bug infestation or issue that you have experienced.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs.

- 4. Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

- 5. Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling;  
**AND**
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

- 6. Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

- 7. Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

- 8. Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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

**Resident or Residents (all sign below)**

(Name of Resident)

10/18/2023

Date signed

(Name of Resident)

Date signed

**Owner or Owner's Representative (sign below)**

Date signed

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*



**know the bed-bug  
dos and don'ts.**

Because humans serve as bed bugs, main mode of transmission is through humans. It's especially important to be mindful of bed bugs when away from home. Experts estimate the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it's also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

Prevent bed-bug encounters when traveling.

While bed bugs typically act at night, they often leave skin casts they behind. And because they shed, it's not uncommon to see blood stains also tend to appear when the bugs have eaten. Bed bugs also tend to appear on or near beds.

One cause of warts is that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has warts on the face, neck, and arms, and no visible reaction at all from direct contact with bed bugs.

(Adapted with permission from the National Apartment Association)

A Guide for Rental-Housing Residents

## Bed Bugs

- Don't** bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of second-hand furniture is bed-bug-free, you should always move it into your dwelling.
  - Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
  - Don't** address bed-bug sightings immediately. Rent-al-housing residents who suspect the presence of bed bugs in their unit must immediately notify their owner.
  - Do** try to treat bed-bug infestations yourself. **Don't** treat bed-bug infestations yourself.
  - Don't** house hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
  - Do** completely eradicate protocol. If the deterioration is made that your unit is indeed bugging host to bed bugs, you must comply with the bed-bug eradication protocol set forth by both your owner and their designee.

- Bed bugs can often be found in, around, behind, under, or between:
- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushion
- Wood furniture, especially along areas where draw-
- er slides
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and loose walls (carpet can be pulled away from the wall and track strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-mon-
- Oxide detectors
- Because bed bugs leave some people with itchy welts similar to those made by fleas and mites

## Learn to identify bed bugs.

Three types of scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have re- fused to elevate bed bugs to the threat level posed by disease-carrying pests. Again, claims associating bed bugs with disease are false.

**transmit disease.**

Bed bugs don't

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

Bed bugs' increased prevalence across the United States and apartment buildings in some of the nation's most expensive neighborhoods.

**Bed bugs don't discriminate.**

Bede bugs are typical leaf-eaters, flat, broadly oval-shaped in- sects, with a typical life-span of 6 to 12 months. Capsa- ble or branching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although some after feeding on the sole food source—the bugs assume a distinctly blood-red hue.

## **LEASE ADDENDUM FOR COMMUNICATION VIA TEXT**

1. Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside  
Apartments, in Fort Worth, TX.

2. The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s) with the exception of the following amendments and/or revisions:  
I/We understand and agree to the following:

By providing your mobile number and signing, this constitutes your signature to agree to receive recurring informational and marketing SMS/MMS text messages from Weinstein Management Co., Inc. and/or its affiliates or agents to the number you provided, including such messages sent through an automatic dialing system. Your consent is not a condition of purchasing any property, goods, or services. Depending on your mobile phone plan, standard messaging and data rates/fees or other charges may apply. You can opt out from receiving SMS/MMS text messages by responding STOP to any message you receive. If you opt out, you may receive one additional message confirming that your request has been processed.

The undersigned have read, understand, and will comply with this Agreement.

Kathryn Copeland  
Signatures of All Residents

Signature of Owner or Owner's Representative

10/17/2023

Date of Lease Contract



## CITY OF FORT WORTH TENANT AND LANDLORD INSPECTION FORM

PROPERTY ADDRESS 405 Crawford St Apt# 2145, Fort Worth, TX 76104APARTMENT ADDRESS 405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104DATE 10/17/2023TENANTS Kathryn M Copeland**The Bowery at Southside**

Print - Tenant's Name Performing the Inspection

Print - Landlord's Name Performing the Inspection

Please list the names of all persons occupying the dwelling unit (other than overnight guests).

The City of Fort Worth Code of Ordinances requires a "Tenant and Landlord Inspection" of each dwelling in a multifamily dwelling complex. The inspection of a dwelling unit shall be conducted by the landlord and the unit's tenant:

- 1) a minimum of once annually; and
- 2) when the occupancy of the dwelling changes.

## THE TENANT MUST ANSWER THE FOLLOWING QUESTIONS BY CIRCLING EITHER YES OR NO.

YES -- NO Has the Landlord installed a smoke detector in this residence?

YES -- NO Did you check to make sure the smoke detector works?

YES -- NO If battery operated, do you know the Tenant must replace smoke detector batteries?

YES -- NO Do you know a portable barbecue or cooking appliance cannot be used on a balcony, walkway, landing or within ten (10) feet of a combustible building?

YES -- NO Do all electrical outlets, switches or lighting fixtures operate properly?

YES -- NO Have you seen exposed electrical wiring inside or outside the residence?

YES -- NO Have you noticed sewage leaking from inside or outside of the residence?

YES -- NO Have you noticed water leaking from inside or outside of the residence?

YES -- NO Are any of the drains clogged?

YES -- NO Have you noticed the odor of gas inside or outside of the residence?

YES -- NO Where evidence of infestation exists, has the dwelling been exterminated within the last 30 days?

YES -- NO Is there broken glass in the window or door frames?

YES -- NO Do the windows and doors lock properly?

YES -- NO Is there a door viewer (peephole) installed in each exterior door?

YES -- NO Is there a keyless bolting device on exterior doors that doesn't require special knowledge or tools to open?

YES -- NO If a sliding door is present, is it equipped with a pin lock?

YES -- NO Is the building marked with contrasting property address numbers?

YES -- NO Is the dwelling unit number marked at the entrance to the unit?

YES -- NO Has the Landlord advised the tenant the appropriate way to report problems to the Landlord?

YES -- NO In case of an emergency, does the tenant have an evacuation plan?

Where is your meeting place? \_\_\_\_\_

If the Tenant disagrees with any notation made by the Landlord, the Landlord shall permit the Tenant to make comments on the space below prior to signing it.

The Tenant has been advised to contact the following named property employee, Resident Service Center at telephone number **682-269-2862**, where this employee can be contacted during any twenty-four period, to respond to emergencies such as a fire, natural disaster, flood, collapse hazard, burst pipes or violent crime.

The Tenant has been advised: TO REPORT UNRESOLVED VIOLATIONS OF CITY CODE MAINTENANCE STANDARDS FOR THESE PREMISES, CONTACT THE CODE COMPLIANCE DEPARTMENT AT 817-392-1234.

We the Tenant and Landlord confirm, the above inspection report reasonably depicts the general condition of apartment address 405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104 on 10/17/2023 (MM/DD/YYYY). The Landlord must provide a copy of this signed form to the tenant. The Landlord must maintain this form for a minimum of three (3) years, and make it available for examination by the Code Compliance Department.

Tenant's Signature

Landlord's Signature

**FLOOD DISCLOSURE NOTICE**

In accordance with Texas law, we are providing the following flood disclosure:

- We  are or  are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We  are or  are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

*As defined in Texas Property Code 92.0135(a)(2), "flooding" means "a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall."*

Signatures of All Residents

Signature of Owner or Owner's Representative

Kathryn M Copeland

Date



This Lease is valid only if filled out before January 1, 2026.

## Apartment Lease Contract

This is a binding contract. Read carefully before signing.

**This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.**

### PARTIES

Residents Kathryn M Copeland

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Owner WMCI Dallas, X LLC dba The Bowery at Southside

Occupant Kathryn M Copeland

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### LEASE DETAILS

#### A. Apartment (Par. 2)

Street Address: 405 Crawford St Apt# 2145

Apartment No. 2145 City: Fort Worth State: TX Zip: 76104

B. Initial Lease Term. Begins: 05/26/2025 Ends at 11:59 p.m. on: 08/24/2025

C. Monthly Base Rent (Par. 3)  
\$ 2442.00

E. Security Deposit (Par. 5)  
\$ 200.00

F. Notice of Termination or Intent to Move Out (Par. 4)  
A minimum of 60 days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period

D. Prorated Rent

\$ 479.79

due for the remainder of 1st month or  
 for 2nd month

Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.

If the number of days isn't filled in, notice of at least 30 days is required.

#### G. Late Fees (Par. 3.3)

Initial Late Fee

10 % of one month's monthly base rent or

\$ \_\_\_\_\_

Due if rent unpaid by 11:59 p.m. on the 5th (3rd or greater) day of the month

Daily Late Fee

\_\_\_\_\_ % of one month's monthly base rent for \_\_\_\_\_ days or

\$ \_\_\_\_\_ for \_\_\_\_\_ days

H. Returned Check or Rejected Payment Fee (Par. 3.4)

\$ 75.00

J. Early Termination Fee Option (Par. 7.2)

\$ \_\_\_\_\_  
Notice of \_\_\_\_\_ days is required.

K. Violation Charges

**Animal Violation (Par. 12.2)**  
Initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and  
A daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal)

**Insurance Violation (Master Lease Addendum or other separate addendum)**  
\$ \_\_\_\_\_

I. Reletting Charge (Par. 7.1)

A reletting charge of \$ 2095.25 (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations

You are not eligible for early termination if you are in default.

Fee must be paid no later than 3 days after you give us notice

If any values or number of days are blank or "0," then this section does not apply.

L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.

Animal rent \$ \_\_\_\_\_ Cable/satellite \$ \_\_\_\_\_ Internet \$ \_\_\_\_\_

Package service \$ \_\_\_\_\_ Pest control \$ 5.00 Stormwater/drainage \$ 1.93

Trash service \$ 30.00 Washer/Dryer \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.

Utility Connection Charge or Transfer Fee: \$ 50.00 (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)

N. Other Charges and Requirements. You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addenda or Special Provisions.

Initial Access Device: \$ \_\_\_\_\_

Additional or Replacement Access Devices: \$ \_\_\_\_\_ Required Insurance Liability Limit (per occurrence): \$ 100000.00

Special Provisions. See Par. 32 or additional addenda attached. This Lease cannot be changed unless in writing and signed by you and us.

## LEASE TERMS AND CONDITIONS

- 1. Definitions.** The following terms are commonly used in this Lease:
  - 1.1. "**Residents**" are those listed in "Residents" above who sign this Lease and are authorized to live in the apartment.
  - 1.2. "**Occupants**" are those listed in this Lease who are also authorized to live in the apartment, but who do not sign this Lease.
  - 1.3. "**Owner**" may be identified by an assumed name and is the owner only and not property managers or anyone else.
  - 1.4. "**Including**" in this Lease means "including but not limited to."
  - 1.5. "**Community Policies**" are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
  - 1.6. "**Rent**" is monthly base rent plus additional monthly recurring fixed charges.
  - 1.7. "**Lease**" includes this document, any addenda and attachments, Community Policies and Special Provisions.
- 2. Apartment.** You are leasing the apartment listed above for use as a private residence only.
  - 2.1. **Access.** In accordance with this Lease, you'll receive access information or devices for your apartment and mailbox, and other access devices including: **Gate Remote**
  - 2.2. **Measurements.** Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary.
  - 2.3. **Representations.** You agree that designations or accreditations associated with the property are subject to change.
- 3. Rent.** *You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.*
  - 3.1. **Payments.** You will pay your Rent by any method, manner and place we specify in accordance with this Lease. *Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.* We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.
  - 3.2. **Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.
  - 3.3. **Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.
  - 3.4. **Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.
  - 3.5. **Utilities and Services.** You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease. Television channels that are provided may be changed during the Lease term if the change applies to all residents.  
If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date. If you delay getting service turned on in your name by this Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for the charge listed above (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If your apartment is individually metered and you change your retail electric provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.
  - 3.6. **Lease Changes.** Lease changes are only allowed during the Lease term or renewal period if governed by Par. 10, specified in Special Provisions in Par. 32, or by a written addendum or amendment signed by you and us. At or after the end of the initial Lease term, Rent increases will become effective with at least 5 days plus the number of days' advance notice contained in Box F on page 1 in writing from us to you. Your new Lease, which may include increased Rent or Lease changes, will begin on the date stated in any advance notice we provide (without needing your signature) unless you give us written move-out notice under Par. 25, which applies only to the end of the current Lease term or renewal period.
- 4. Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. *If the number of days isn't filled in, notice of at least 30 days is required.*
- 5. Security Deposit.** The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.
- 5.1. Refunds and Deductions.** *You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund. In accordance with this Lease and as allowed by law, we may deduct from your security deposit any amounts due under this Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges.* Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.
- 6. Insurance.** *Our insurance doesn't cover the loss of or damage to your personal property.* You will be required to have liability insurance as specified in this Lease unless otherwise prohibited by law. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to require your insurance carrier to waive any insurance subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.
- 7. Reletting and Early Lease Termination.** This Lease may not be terminated early except as provided in this Lease.
  - 7.1. **Reletting Charge.** You'll be liable for a reletting charge as listed in Lease Details, (not to exceed 85% of the highest monthly Rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 25; (B) move out without paying Rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due.  
The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed.
  - 7.2. **Early Lease Termination Option Procedure.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may opt to terminate this Lease prior to the end of the Lease term *if all of the following occur:* (a) as outlined in Lease Details, you give us written notice of early termination, pay the Early Termination Option fee in full and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
  - 7.3. **Special Termination Rights.** *You may have the right under Texas law to terminate this Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.*
- 8. Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of Rent on a daily basis during delay, **and** (2) your right to terminate this Lease in writing as set forth below. Rent abatement and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.
- 8.1. Termination.** If we give written notice to you of a delay in occupancy when or after this Lease begins, you may terminate this Lease within 3 days after you receive written notice. If we give you written notice before the date this Lease begins and the notice states that a construction or other delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate this Lease within 7 days after receiving written notice.  
After proper termination, you are entitled only to refund of any deposit(s) and any Rent you paid.

**9. Care of Unit and Damages.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

**Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs and replacements occurring during the Lease term or renewal period, including:** (A) **damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment;** (B) **damage to doors, windows, or screens; and** (C) **damage from windows or doors left open.**

#### RESIDENT LIFE

**10. Community Policies.** **Community Policies become part of this Lease and must be followed.** We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and applicable to all units in the apartment community and do not change the dollar amounts owed under this Lease.

**10.1. Photo/Video Release.** You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.

**10.2. Disclosure of Information.** At our sole option, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your apartment.

**10.3. Guests.** We may exclude from the apartment community any guests or others who, in our sole judgment, have been violating the law, violating this Lease or our Community Policies, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an authorized occupant, or a guest of a specific resident in the community.

Anyone not listed in this Lease cannot stay in the apartment for more than 7 days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.

**10.4. Notice of Convictions and Registration.** You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

**10.5. Odors, Noise and Construction.** You agree that odors and smells (including those related to cooking), everyday noises or sounds related to repair, renovation, improvement, or construction in or around the property are all a normal part of a multifamily living environment and that it is impractical for us to prevent them from penetrating your apartment.

**11. Conduct.** You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the apartment, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly. You will use your apartment and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, porches, and activities in common areas.

**11.1. Prohibited Conduct.** You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:

- criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- behaving in a loud, obnoxious or dangerous manner;

(c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;

(d) disrupting our business operations;

(e) storing anything in closets containing water heaters or gas appliances;

(f) tampering with utilities or telecommunication equipment;

(g) bringing hazardous materials into the apartment community;

(h) using windows for entry or exit;

(i) heating the apartment with gas-operated appliances;

(j) making bad-faith or false allegations against us or our agents to others;

(k) smoking of any kind, that is not in accordance with this Lease;

(l) using glass containers in or near pools; or

(m) conducting any kind of business (including child-care services) in your apartment or in the apartment community—except for any lawful business conducted "at home" by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your apartment for business purposes.

**12. Animals.** **No living creatures of any kind are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.** If we allow an animal, you must sign a separate Animal Addendum and, except as set forth in the addendum, pay an animal deposit and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

**12.1. Removal of Unauthorized Animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 14. We may: keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges.

**12.2. Violations of Animal Policies and Charges.** If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

**13. Parking.** You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in this Lease. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with this Lease.

**14. When We May Enter.** If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times (by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

## **15. Requests, Repairs and Malfunctions.**

- 15.1. Written Requests Required.** If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with this Lease (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your apartment constitutes a request from all residents. **The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.**
- 15.2. Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to this Lease. Air conditioning problems are normally not emergencies.
- 15.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 15.4. Your Remedies.** We'll act with customary diligence to make repairs and reconnections within reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. *If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you:* (1) termination of this Lease and an appropriate refund under 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.
- 16. Our Right to Terminate for Apartment Community Damage or Closure.** If, in our sole judgment, damages to the unit or building are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits, minus lawful deductions. We may remove and dispose of your personal property if, in our sole judgment, it causes a health or safety hazard or impedes our ability to make repairs.
- 16.1. Property Closure.** We also have the right to terminate this Lease and your right to possession by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if any part of the property becomes subject to an eminent domain proceeding.
- 17. Assignments and Subletting.** You may not assign this Lease or sublet your apartment. You agree that you won't rent, offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.
- 18. Security and Safety Devices.** *We'll pay for missing security devices that are required by law. You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests.* You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

**Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole or window) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next Rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.**

- 18.1. Smoke Alarms and Detection Devices.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor your guests or occupants may disable alarms or detectors. *If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's Rent, actual damages, and attorney's fees.*

- 18.2. Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

- 19. Resident Safety and Loss.** *Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.*

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call 911 and local law enforcement authorities if any security needs arise.

You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that, even if an alarm or gate amenities are provided, they are mechanical devices that can malfunction. Any charges resulting from the use of an intrusion alarm will be charged to you, including, but not limited to, any false alarms with police/fire/ambulance response or other required city charges.

## **20. Condition of the Premises and Alterations.**

- 20.1. As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition Form at or before move-in. You agree that after completion of the form or **within 48 hours** after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, return it to us, and the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.

- 20.2. Standards and Improvements.** Unless authorized by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless this Lease states otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems, cameras, two-way talk device, video or other door-

locks, or lock changes, additions, or rekeying is permitted unless required by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, appliances, furniture, telephone and television wiring, screens, locks, or security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

**21. Notices.** Written notice to or from our employees, agents, or management companies constitutes notice to or from us. Notices to you or any other resident of the apartment constitute notice to all residents. Notices and requests from any resident constitute notice from all residents. Only residents can give notice of Lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

**21.1. Electronic Notice.** Notice may be given electronically **by us to you** if allowed by law. If allowed by law and in accordance with this Lease, electronic notice **from you to us** must be sent to the email address and/or portal specified in this Lease. Notice may also be given by phone call or to a physical address if allowed in this Lease.

You represent that you have provided your current email address to us, and that you will notify us in the event your email address changes.

#### EVICTION AND REMEDIES

**22. Liability.** Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates this Lease or our Community Policies, all residents are considered to have violated this Lease.

**22.1. Indemnification by You.** *You'll defend, indemnify and hold us and our employees, agents, and management company harmless from all liability arising from your conduct or requests to our representatives and from the conduct of or requests by your invitees, occupants or guests.*

**23. Default by Resident.**

**23.1. Acts of Default.** You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor.

**23.2. Eviction.** *If you default, including holding over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Termination of your possession rights doesn't release you from liability for future Rent or other Lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.

**23.3. Acceleration.** Unless we elect not to accelerate Rent, all monthly Rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all Rent for the entire Lease term or renewal period. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

If you don't pay the first month's Rent when or before this Lease begins, all future Rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future Rent, attorney's fees, court costs, and other lawful charges.

**23.4. Holdover.** You and all occupants must vacate and surrender the apartment by or before the date contained in: (1) your move-out notice (2) our notice to vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all Rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the Lease term and/or increase the Rent by 25% by delivering written notice to you or your apartment while you continue to hold over.

**23.5. Other Remedies.** We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after you are mailed a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

**24. Representatives' Authority and Waivers.** *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing and signed, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing and signed.* No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. *Our choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or any other rights isn't a waiver under any circumstances.* Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the Lease term begins. Your Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

#### END OF THE LEASE TERM

**25. Move-Out Notice.** *Before moving out, you must give our representative advance written move-out notice as stated in Par. 4, even if this Lease has become a month-to-month lease.* The move-out date can't be changed unless we and you both agree in writing.

**Your move-out notice must comply with each of the following:**

- (a) Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- (b) Your move-out notice must not terminate this Lease before the end of the Lease term or renewal period.
- (c) If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move out is required.
- (d) You must get from us a written acknowledgment of your notice.

**26. Move-Out Procedures.**

**26.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond

normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

- 26.2. Move-Out Inspection.** We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.
- 27. Surrender and Abandonment.** You have **surrendered** the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.

You have **abandoned** the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you've been in default for nonpayment of Rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (C) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.

- 27.1. The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.
- 27.2. Removal and Storage of Property.** We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.

**We're not liable for casualty, loss, damage, or theft.** You must pay reasonable charges for our packing, removing and storing any property.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

#### GENERAL PROVISIONS AND SIGNATURES

- 28. TAA Membership.** We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) this Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when this Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

Name, address and telephone number of locator service (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 29. Severability and Survivability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of this Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 22.1, 27, 30 and 31 shall survive the termination of this Lease.** This Lease binds subsequent owners.

- 30. Controlling Law.** Texas law governs this Lease. All litigation arising under this Lease and all Lease obligations must be brought in the county, and precinct if applicable, where the apartment is located.

- 31. Waivers.** By signing this Lease, you agree to the following:

- 31.1. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and **you expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

**YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.**

- 31.2. Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

- 32. Special Provisions.** The following, or attached Special Provisions and any addenda or Community Policies provided to you, are part of this Lease and supersede any conflicting provisions in this Lease.

**The term 'Utility Connection Charge or Transfer Fee', as it relates to the "charge" in paragraph 3.5, means per utility, per billing cycle. The supplemental Resident Handbook that you agree to comply with is accessible electronically via the online Resident Portal. For "J. Optional Early Termination Fee" section, contact leasing office for fee/details. Do not tamper with or disable any fire safety or CO2 equipment (alarms, horns, detectors, sprinklers, etc.). This violates the lease and may result in fines, reimbursement, or legal action. Do not prop any doors or gates open including but not limited to, package room, pool, amenities, etc. Doing so may result in a loss of privilege and/or lease termination.**

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease, including all addenda, is the entire agreement between you and us. You agree that you are NOT relying on any oral representations.

**Resident or Residents (all sign below)**

Kathryn M Copeland 04/29/2025  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

**Owner or Owner's Representative** (signing on behalf of owner)  
\_\_\_\_\_

## **COMMUNITY POLICIES ADDENDUM**

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1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. 2145 in the WMCI Dallas, X LLC dba The Bowery at Southside  
Apartments in Fort Worth,  
Texas OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Payments.** All payments for any amounts due under the Lease must be made:

- at the onsite manager's office
- through our online portal
- by mail to 220 E Broadway Ave, Fort Worth, TX 76104, or
- other: www.bowerysouthside.com.

The following payment methods are accepted:

- electronic payment
- personal check
- cashier's check
- money order, or
- other: \_\_\_\_\_

We have the right to reject any payment not made in compliance with this paragraph.

3. **Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the Lease; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges outlined in the Lease; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. **Requests, Consent, Access and Emergency Contact.** All written requests to us must be submitted by:

- online portal
- email to thebowery@weinsteinproperties.com
- hand delivery to our management office, or
- other: \_\_\_\_\_

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. **To opt out of receiving these messages, please submit a written request to us by the method noted above.**

**You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition of the purchase of any property, goods, or services from us.**

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number (833) 887-1948

(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. **Parking.** We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the apartment; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.

6. **HVAC Operation.** If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your apartment using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. **Amenities.** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

*Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.*

8. **Package Services.** We  do or  do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. **Fair Housing Policy.** We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. **Special Provisions.** The following special provisions control over conflicting provisions of this form:

The Supplemental Resident Handbook that you agree to comply with is accessible electronically via the online resident portal. Tenant(s) and their guests shall not cause or allow pest infestations. Any infestation, real or suspected, must be reported to the Owner in writing immediately. If Tenant(s) fail to: 1) provide access for inspection or treatment, 2) prepare the apartment as required, or 3) pay pest control fees resulting from their actions, Tenant(s) will be in default and liable for damages. Tenant(s) are responsible for any costs incurred due to non-compliance. If personal property removal is necessary, Tenant(s) agree to dispose of it outside the apartment community.

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*Kathryn M Copeland*

Signature of All Residents

Signature of Owner or Owner's Representative



## Animal Addendum

*Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.*

**1. Dwelling Unit.**

Unit # 2145, at 405 Crawford St

Apt# 2145

(street address) in Fort Worth

(city), Texas 76104 (zip code).

**2. Lease.**

Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

**3. Conditional Authorization for Animal.** You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

**4. Animal Deposit.** You must pay a one-time animal deposit of \$ \_\_\_\_\_ when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

**5. Assistance or Service Animals.** When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

**6. Search and Rescue Dogs.** We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

**7. Additional Monthly Rent.** Your monthly base rent (as stated in the Lease) will be increased by \$ \_\_\_\_\_.

**8. Additional Fee.** You must also pay a one-time nonrefundable fee of \$ \_\_\_\_\_ to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

**9. Liability Not Limited.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleating, replacements, or personal injuries.

**10. Description of Animal.** You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: Ruby (ESA)

Type: Dog

Breed: Cavalier King Charles

Color: Red & White

Weight: 16 lbs

Age:

City of license:

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

Animal's name: Moon (ESA)

Type: Dog

Breed: Cavalier King Charles

Color: Black and White

Weight: 13lbs

Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

**11. Special Provisions.** The following special provisions control over any conflicting provisions of this addendum:

See additional addendum titled Animal Addendum Special Provisions continued.

**12. Emergency.** In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

**13. Animal Rules.** You are responsible for the animal's actions at all times. You agree to follow these rules:

**13.1 Shots and Licenses.** The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

**13.2 Disturbances.** The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

**13.3 Housebreaking, Cages, Offspring.** Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

**13.4 Indoor Waste Areas.** Inside, the animal may urinate or defecate only in these designated areas: litterbox

**13.5 Outdoor Waste Areas.** Outside, the animal may urinate or defecate only in these designated areas: Must clean up after pet.

**13.6 Tethering.** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

**13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.

**13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

**13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.

**13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.

**14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.

**16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.

**17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.

**17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:

- (A) abandoned the animal;
- (B) left the animal in the dwelling unit for an extended period of time without food or water;
- (C) failed to care for a sick animal;
- (D) violated our animal rules; OR
- (E) let the animal defecate or urinate where it's not allowed.

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

**17.2 Removal Process.** To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

**18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.

**19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for deodorizing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**20. Multiple Residents.** Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

**21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

**22. General.** You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules, except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.

**23. Animal Restrictions.** No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the foregoing being true and if you have made any misrepresentation it is a violation of the Lease.

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

*Kathryn M Copeland*      **Resident or Residents (all sign below)**

04/29/2025

(Name of Resident)

Date signed

(Name of Resident)

Date signed

(Name of Resident)

Date signed

**Owner or Owner's Representative (sign below)**

Date signed



## Animal Addendum

Special Provisions (continued from Animal Addendum)

Special Provisions (continued): The following special provisions control over any conflicting provisions of the Animal Addendum:

A maximum of three (3) animals is allowed per apartment, including caged/tanked animals. No farm animals or livestock are allowed. The following dog breeds are prohibited on the property: Chow, Rottweiler, Staffordshire Terrier, Pit Bull, Doberman Pinscher, certain Mastiff breeds and mixed breeds that contain any portion of the foregoing breeds. Dogs resembling a prohibited breed are also prohibited, regardless of veterinary records to the contrary. Landlord, in its sole discretion, may elect to prohibit additional breeds of animals not listed above. If the animal demonstrates aggressive behavior at any time, we have the right to require the animal to be muzzled while on property and/or require the animal to be permanently removed from the premises in our discretion. There is a 3-dog maximum in ground floor apartments and a 2-dog maximum in apartments located on other floors. Tenant will incur a fee of \$25.00/incident for not picking up pet waste. If Tenant repeatedly fails to pick up pet waste, Tenant may be subject to additional action, including without limitation a lease violation notice. The deposit referenced in paragraph 4 of the Animal Addendum, additional fee referenced in paragraph 8 of the Animal Addendum and pet rent referenced in paragraph 7 of the Animal Addendum shall be as follows based on the number of animals (excluding caged/tanked animals) in the table below. There are to be no visiting animals, for any period of time, unless (i) owner has granted advance written approval, (ii) Tenant complies with paragraph 12 of the Lease, (iii) Tenant has delivered a signed animal addendum to owner regarding the visiting pet, and Tenant pays a daily non-refundable fee of \$10 for each visiting pet. All visiting pets must abide by the Pet Rules and Restrictions listed in the Animal Addendum and Resident Handbook. If any animal visits for more than ten (10) days on an annual basis, the animal shall not be deemed a visiting animal and Tenant shall be required to pay the deposit, additional fee and monthly pet rent as set forth herein. Tenant(s) authorizes Agent to inspect the premises, after the visit end date to insure the pet has been removed. If tenant does not obtain prior written consent for a visiting pet, the pet will be treated as unregistered and subject to the terms in the paragraph related to Unregistered Pets. Caged/tanked animals are allowed but 1) must remain in their cage/tank. 2) cannot be venomous/poisonous; and fish tanks must be less than 30 gallons. 3) Type, breed and size restrictions apply. 4) require a \$100 deposit prior to bringing the animal(s) to the property (fish tanks less than 10 gallons; no deposit). Note: The \$100 deposit is for up to 3 caged/tanked animals; no more than three animals are allowed per apartment.

Number of animals	Deposit	Additional Fee	Monthly Pet Rent
1	\$200.00	\$350.00	\$25.00
2	\$400.00	\$600.00	\$50.00
3	\$600.00	\$850.00	\$75.00

**Resident or Residents**

*[All residents must sign here]*

Kathryn M Copeland

**Owner or Owner's Representative**

*[signs here]*

\_\_\_\_\_  
**Date of Lease Contract**

04/29/2025

## **INSURANCE ADDENDUM**

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1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

Texas OR Apartments in Fort Worth,  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

The terms of this addendum will control if the term of the Lease and this addendum conflict.

2. **Required Insurance Policy.** In accordance with the Lease, you understand and agree that this addendum requires Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with the Lease and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provide you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at [www.tdi.texas.gov](http://www.tdi.texas.gov) may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

4. **Default.** You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ \_\_\_\_\_ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payments are due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

**NOTICE TO RESIDENT:** YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

*Kathryn M Copeland*  
Signature of All Residents

Signature of Owner or Owner's Representative

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## **LEASE ADDENDUM PERSONAL LIABILITY INSURANCE REQUIRED**

**Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X  
LLC dba The Bowery at Southside Apartments in  
Fort Worth, TX; OR the house, duplex, etc. located at (street address)  
in \_\_\_\_\_, TX.

1. **Insurance Acknowledgement.** Tenant acknowledges that Landlord does not maintain insurance to protect Tenant against personal injury, loss or damage to Tenant's personal property or to cover Tenant's own liability for injury, loss or damage Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that Tenant may be responsible to others (including Landlord and Agent) for the full cost of any injury, loss or damage caused by Tenant's negligent actions or the negligent actions of Tenant's occupants or guests, including but not limited to damage caused by fire or smoke
2. **Building Protection fee.** Landlord agrees to waive the requirements in the Lease that Tenant purchase liability insurance covering damage from fire, vandalism, smoke, water and any other perils, with limits of at least \$100,000 (the "Insurance Requirements"), as set forth in the Lease, if Tenant 1) elects to waive the insurance requirement and pay the Building Protection Fee (as defined below) by opting into the building protection program at [www.residentprotect.com](http://www.residentprotect.com); or 2) fails to provide proof of insurance as required in the Lease (in which case the Building Protection Fee will be charged to the Tenant automatically and the Tenant will be opted into the building protection program) within ten (10) business days following the date of this Addendum; or 3) cancels (voluntarily or involuntarily) its existing liability insurance coverage and Landlord receives notice of the same (in which case the Building Protection Fee may be charged to Tenant automatically and the Tenant may be opted into the building protection program). In such event, Landlord shall charge Tenant a "Building Protection Fee" in the amount of Twelve Dollars and 00/100 (\$12.00) per month. This Building Protection Fee is to be paid as additional monthly rent and will be used to help protect Landlord's assets, including real, improved and personal property owned or managed by Landlord against damage caused by a Tenant. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy and provides proof of coverage to Landlord or Agent. This Building Protection Fee offers no protection for Tenant's personal property or third-party liability. Tenant should consider purchasing renter's insurance to protect Tenant from financial loss and third-party liability. Such policy must identify Landlord and Agent as additional insureds.
3. **Damage to Tenant's Personal Property.** Pursuant to the Lease, Tenant is only required to comply with the Insurance Requirements; however, Landlord highly recommends Tenant also obtain coverage for its personal property. Tenant has the option to obtain personal property reimbursement by visiting [www.residentprotect.com](http://www.residentprotect.com). As a resident of this property, Tenant automatically qualifies for this reimbursement. If Tenant chooses to participate in this program, Tenant shall pay a "Property Reimbursement Fee" in the amount of Three Dollars and 00/100 (\$3.00) per month. This Property Reimbursement Fee is to be paid in the same manner as additional monthly rent. The Property Reimbursement Fee shall qualify Tenant for reimbursement for losses to Tenant's personal property up to Ten Thousand and 00/100 Dollars (\$10,000). A description of the program is available by visiting [www.residentprotect.com](http://www.residentprotect.com)
4. **Freedom of Choice.** At all times, Tenant can purchase insurance through the carrier or agency of Tenant's choice, subject to the requirements of the Lease, and is not required to purchase insurance through a particular carrier or participate in our property reimbursement program. However, the insurance Tenant purchases must meet the Lease's minimum Insurance Requirements at all times
5. **Default.** Tenant(s)'s failure to obtain or maintain insurance coverage meeting the Insurance Requirements shall constitute a material default of the Lease Agreement, entitling Agent to terminate the Lease Agreement and/or Tenant(s)'s right to possession under the Lease Agreement. Landlord reserves the right, and Tenant hereby authorizes Landlord, to charge Tenant a "Building Protection Fee" monthly in the amount of Twelve and 00/100 Dollars (\$12.00) as additional rent under the Lease if Tenant does not maintain coverage meeting the Insurance Requirements. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy meeting the Insurance Requirements and provides proof of coverage to Landlord or Agent.
6. **Class Action Waiver.** The parties waive any right to bring class actions or representative claims on behalf of a class of individuals or to participate as a class representative or member (the "Class Action Waiver") against each other. Tenant is not waiving any right(s) to pursue claims against Landlord or Agent related to its tenancy, but Tenant agrees to file any claim(s) against Landlord or Agent in its individual capacity only, and Tenant hereby waives any rights that it may have had to bring or take part in a class or representative action.
7. **Miscellaneous.**
  - a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
  - b. The insurance required by the Lease is not required by any law. Tenant's obligation to provide insurance stems solely from the Lease.
  - c. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

- d. The insurance required by the Lease is not an attempt to limit our liability for our own negligence or Tenant's liability for Tenant's own negligence.
- e. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.

**By signing below, Tenant acknowledges and agree to be bound to the terms of this Addendum.**

**Resident or Residents**  
*(All residents must sign)*

Kathryn M Copeland  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Lease Contract**

**LEASE ADDENDUM FOR  
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X LLC dba The Bowery at Southside  
Apartments in Fort Worth, TX; OR the house, duplex, etc. located at (street address)  
in \_\_\_\_\_, TX.

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (check as applicable)  
 garage or carport attached to the dwelling;  
 garage space number(s): \_\_\_\_\_; \$ \_\_\_\_\_ /month; start date(s): \_\_\_\_\_  
 carport space number(s): c-041; \$ 0.00 /month; start date(s): 10/21/2023 and/or  
 storage unit number(s): s-12; \$ 25.00 /month; start date(s): 10/21/2023

The monthly rent in the Lease Contract does not cover both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum. Start date is the same as the lease start date unless indicated above.

3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules, community policies, or Resident Handbook. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas. Additional Restrictions: \_\_\_\_\_

4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored in the areas covered by this addendum. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

5. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.

6. **Garage door opener.** If an enclosed garage is furnished, you will be provided with a garage door opener and key, if applicable. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a charge of \$50.00, which will be deducted from your security deposit.

7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to Community Policies or the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you. A written 30-day notice to vacate is required for any carport, garage, or storage unit if you intend to vacate it prior to the end of the lease term for apartment Premises.

**Resident or Residents**  
(All residents must sign)

**Owner or Owner's Representative**  
(Signs below)

Kathryn M Copeland

**Date of Lease Contract**

## **FITNESS CENTER/BUSINESS CENTER RULES AND REGULATIONS**

**Kathryn M Copeland  
405 Crawford St Apt# 2145  
Fort Worth, TX 76104**

We hope you will enjoy the Fitness Center and/or Business Center. To ensure that everyone has a safe and enjoyable experience, please abide by the following rules and regulations. These rules and regulations become a part of the Resident Handbook that you received as part of your Move-In Packet.

1. The Fitness Center is for the use of residents and their guests. Guests are not permitted in the Business Center
2. **The Fitness Center is accessible 24 hours a day; 7 days a week.**  

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3. Residents are permitted to bring one guest per day to the Fitness Center. Guests must be accompanied by a resident at all times while in the Fitness Center. Guests must carry a guest pass at all times while in the Fitness Center. Guests must abide by all Fitness Center policies. Residents are responsible for the actions of their guests.
4. No persons under age 16 are permitted to use the exercise equipment or be in the Fitness Center.
5. No attendants or supervision of any kind will be provided by the Management for the Fitness Center.
6. Use the exercise equipment at your own risk. Weinstein Properties is not responsible for accidents or injuries related in any way to the use of the Fitness Center.
7. It is strongly recommended that appropriate work out clothing be worn while using the fitness equipment. Fitness center users assume all risk of injury resulting from failing to wear appropriate clothing.
8. The treadmills and stair stepper machines are not designed for use by persons weighing over 250 pounds.
9. Know your limits. Do not over exert yourself.
10. Read all posted instructions. If you do not understand the instructions, do not use the equipment.
11. When using the treadmill, please attach the safety key to your clothing or body.
12. No one under the influence of drugs or alcohol may use the Fitness Center or Business Center at any time.
13. Please wear shoes—no wet or bare feet are permitted in the Fitness Center or Business Center.
14. There is a **\$50.00** fee for lost or stolen access cards/fobs, or for not returning the access card/fob when your occupancy expires.
15. The Fitness Center may not be used for the purpose of conducting business, including personal training or classes, at any time.
16. Landlord reserves the right to deny access to the Fitness Center and/or Business Center to any and all Tenant(s) who fail to comply with these Rules and Regulations.

I have read, understand and agree to comply with the foregoing rules and regulations.

Date: 04/29/2025

Tenant Signature: Kathryn M Copeland

Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

## **LEASE ADDENDUM FOR ACCESS CONTROL DEVICES**

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**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMC Dallas, X LLC dba The Bowery at Southside  
\_\_\_\_\_  
Apartments in Fort Worth,  
Texas.

**2. Remote control/cards/code for gate access.**

- Remote control for gate access.** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ 50.00 non-refundable fee.
- Cards for gate access.** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ 50.00 non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

**3. Damaged, lost or unreturned remote controls, cards, key fobs or code changes.**

- If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

**4. Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

**5. Follow written instructions.** You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

**6. Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

**7. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

*Kathryn M Copeland*  
\_\_\_\_\_  
Signatures of All Residents  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

## **LEASE ADDENDUM REGARDING SMOKING**

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**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,  
Texas OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_  
in \_\_\_\_\_, Texas.

**2. Smoking,** in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

**3. Smoking permitted in designated areas of the apartment community.** Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

- is permitted  
 is not permitted.

Only the following outside areas may be used for smoking: \_\_\_\_\_

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 15 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

**4. Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

**5. Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

**6. Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**7. Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

**8. Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

**9. Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

**10. No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.  
 Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

*Kathryn M Copeland*

Signatures of All Residents

Signature of Owner or Owner's Representative

## **LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA**

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**1. Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,  
Texas **OR**  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.

**3. Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

**4. Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

**5. Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

**6. Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

**7. Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.

**8. Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the TAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear and tear.

**9. Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 1000000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

**10. Security deposit.** Your security deposit (in your Lease Contract) is increased by an additional reasonable sum of \$ 150.00.  effective at time of installation or  effective within \_\_\_\_\_ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.

**11. When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.

**12. Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

*Kathryn M Copeland*  
Signatures of All Residents

Signature of Owner or Owner's Representative

**WATER AND WASTEWATER ALLOCATION AND SUBMETERING ADDENDUM**

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1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 at (street address) 405 Crawford St Apt# 2145 in Fort Worth, Texas. OR the house, duplex, etc. located at (street address) \_\_\_\_\_, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
  2. **Mutual conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to conserve water and notify us of leaks.
  3. **Your payment due date.** Payment of your water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.
  4. **Previous average.** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ 41.14 per unit, varying from \$ 1.75 to \$ 100.18 for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.
  5. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
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**One of the following applies:**

**Submeter billing procedures**

- A. Your monthly water and wastewater bill will be submetered. Please see the applicable rules of the PUC (attached).
- B. As permitted by state law, a service fee of 9 % (not to exceed 9%) will be added to your monthly water-service charges.
- C. No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
- D. Any dispute relating to the accuracy of any submetering device will be between you and us.
- E. We will bill you monthly for your submetered water consumption from approximately the 1 day of the month to the 31 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.

**Allocation billing procedures**

- A. Your monthly water and wastewater bill will be allocated. Please see the applicable rules of the PUC (attached).
- B. Common area deduction. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
- C. The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.281 of the PUC rules (check only one):
  - subdivision (i) actual occupancy;
  - subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
  - subdivision (iii) average occupancy (PUC average for number of bedrooms in unit);
  - subdivision (iv) combination of actual occupancy and square feet of the apartment; or
  - subdivision (v) submetered hot/cold water, ratio to total.
- D. The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the \_\_\_\_\_ day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.

**Special provisions:**

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*Kathryn M Copeland*

Signatures of All Residents

Signature of Owner or Owner's Representative

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**Water allocation and submetering is regulated by the Texas Public Utility Commission (PUC). In accordance with PUC rules, a copy of the applicable rules is provided to you below:**

**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;

(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**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
  - (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
  - (4) 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.
- (e) 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.

(3) 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.

(f) 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

(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.

(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 branch-water 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.

## **LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE**

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**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside  
\_\_\_\_\_  
Apartments in Fort Worth,  
Texas OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_  
in \_\_\_\_\_, Texas.

**2. Flat fee for trash/recycling costs.** Your monthly base rent under the TAA Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 30.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ \_\_\_\_\_ per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

**3. Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ \_\_\_\_\_ (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

*Kathryn M Copeland*

Signatures of All Residents

Signature of Owner or Owner's Representative

## **LEASE ADDENDUM FOR ALLOCATING SERVICES AND GOVERNMENTAL FEES**

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the  
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,  
Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

**2. Reason for allocation.** Apartment owners receive 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, we have chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While we may impose a nominal fee to help recover our costs in administering these bills, we do not add any other costs to these bills and make no profit off of them.

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

- |   |   |
|---|---|
| <input type="checkbox"/> Cable/satellite television     | <input type="checkbox"/> Registration/license fee |
| <input checked="" type="checkbox"/> Stormwater/drainage | <input type="checkbox"/> Other _____              |
| <input type="checkbox"/> Trash removal/recycling        | <input type="checkbox"/> Other _____              |
| <input type="checkbox"/> Street repair/maintenance fee  | <input type="checkbox"/> Other _____              |
| <input type="checkbox"/> Emergency services fee         | <input type="checkbox"/> Other _____              |
| <input type="checkbox"/> Conservation district fee      | <input type="checkbox"/> Other _____              |
| <input type="checkbox"/> Inspection fee                 | <input type="checkbox"/> Other _____              |

**4. Your payment due date.** Payment of your allocated services and governmental fee bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of \$ \_\_\_\_\_ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the services and governmental fee bill, we may cut off services, as allowed by law, and we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

**5. Allocation procedures.** Your monthly base rent under the TAA Lease Contract does not include a charge for the services and governmental fees indicated above. You will pay separately for these charges which are defined under the Lease as "Additional Rent". You may receive a separate bill from us each month or we may include these items as separate and distinct charges as part of a multi-item bill.

You agree to and we will allocate the indicated services and governmental fees for the apartment community based on the allocation method checked below: (*check only one*)

- A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.
- A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).
- Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
- Per dwelling unit
- Other formula (see attached page)

**6. Penalties and fees.** Only the total of the services and governmental fee bills will be allocated. Penalties or interest for any late payment of these bills by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 3.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

**7. Change of allocation formula.** The above allocation formula for determining your share of the services and governmental fee bills cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

**8. Right to examine records.** You may examine our service and governmental fee bills from the companies and governmental entities and our calculations relating to the monthly allocation of these bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

*Kathryn M Copeland*

Signatures of All Residents

Signature of Owner or Owner's Representative

## LEASE ADDENDUM FOR VALET TRASH

Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside Apartments, in Fort Worth, TX.

This Lease Addendum for Valet Trash (this "Addendum") is made and entered into as of the date of the Lease Contract and between WMCI Dallas, X LLC dba The Bowery at Southside (the "Owner") and Kathryn M Copeland

(the "Resident", whether one or more) upon the terms and conditions stated herein.

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant, with the exception of the following amendments and revisions:

1. Valet trash collection service will be provided for Tenant 5 nights per week, Sunday through Thursday for an additional monthly fee noted within your lease or subsequent renewal. The fee for valet trash collection is in addition to the monthly fee for regular trash. Note: Valet trash collection will not occur on designated holidays.
2. Each apartment will be provided with one container to be used for the purpose of valet trash collection. Only approved containers are allowed.
3. Tenant is responsible for placing the provided container containing bagged trash only outside the front door of the apartment no earlier than 5 : 00PM each evening for collection.
4. Trash collection service will begin at 7 : 00PM.
5. All trash must be bagged and tied securely. Pet waste must be double bagged. No broken glass or sharp objects are allowed in the container. Large items or bags weighing over 25 lbs are not permitted.
6. All bags must be placed inside the provided container. Trash will not be collected without the use of the provided container.
7. Loose trash will not be collected.
8. Boxes must be broken down and flattened.
9. If Tenant is unable to place container outside of the apartment on a designated service night, Tenant is responsible for disposing of trash in the community dumpster/trash compactor.
10. The container and/or trash may not be left outside the apartment for any reason other than pickup during the designated trash collection timeframe.
11. If a container remains outside of the apartment past 9 : 00AM on the morning following trash collection service, a \$25.00 fee will be assessed.
12. Tenant is required to keep the provided container clean.
13. The provided container is property of Landlord.
14. Tenant will be assessed a \$25.00 fee if an additional or replacement container is needed, or if the container is not left in the apartment when Tenant vacates.

If Tenant is found to be in violation of any of the above, Landlord will issue a warning to Tenant. If Tenant is found to be in violation a second time, the container may be removed and/or a \$25.00 fee will be assessed. In the event container is removed, it will be returned after any fees are paid. If Tenant is found to be in violation a third time, valet trash removal service will be terminated and disposing of trash in the provided dumpster/trash compactor will become the responsibility of the Tenant. Tenant will not receive any refund or rebate for valet trash removal charges.

Tenant acknowledges that valet trash is provided by a third-party provider and that changes to this addendum may occur due to a change of provider's service agreement with the owner, a change of the provider, or any other reason. Any changes to this agreement will be provided in writing at least 30 days in advance of enforcement,

Special Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned have read, understand and agree to comply with the terms of this Addendum.

Kathryn M Copeland

Signatures of All Residents  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Owner or Owner's Representative

04/29/2025

Date of Lease Contract



## Mold Information and Prevention Addendum

*Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This Addendum contains important information for you, and responsibilities for both you and us.*

- 1. Addendum.** This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:

Unit # 2145

at WMCI Dallas, X LLC dba The Bowery at Southside

(name of apartments)  
or other dwelling located at \_\_\_\_\_

(street address of house, duplex, etc.)  
City/State/Zip where dwelling is located: \_\_\_\_\_

- 2. About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. To avoid mold growth, it's important to **prevent excess moisture buildup** in your dwelling. Promptly notify us in writing about any air-conditioning or heating-system problems and any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation.

If small areas of 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. When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide.

**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 to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

**This Addendum is part of your Lease.  
You are legally bound by this document. Please read it carefully.**

**Resident or Residents (all sign below)**

Kathryn M Copeland  
(Name of Resident)

04/29/2025  
Date signed

(Name of Resident)

Date signed

**Owner or Owner's Representative (sign below)**

Date signed

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*





## Bed Bug Addendum

*Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This Addendum outlines your responsibility and potential liability when it comes to bed bugs.*

- 1. Addendum.** This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:  
Apt. # 2145 at WMCI Dallas, X LLC  
dba The Bowery at Southside

(name of apartments)  
or other dwelling located at \_\_\_\_\_  
\_\_\_\_\_  
(street address of house, duplex, etc.)  
\_\_\_\_\_  
(city)  
\_\_\_\_\_  
(state) \_\_\_\_\_ (zip)

- 2. Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

- 3. Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

**BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:**

- **YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
- **YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

- 4. Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. You agree not to treat the dwelling for a bed-bug infestation on your own.

- 5. Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; AND
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

- 6. Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease.

- 7. Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease.

- 8. Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**This Addendum is part of your Lease.  
You are legally bound by this document. Please read it carefully.**

**Resident or Residents (all sign below)**

Kathryn M Copeland  
(Name of Resident)

04/29/2025

Date signed

(Name of Resident)

Date signed

**Owner or Owner's Representative (sign below)**

Date signed

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*

## **LEASE ADDENDUM FOR COMMUNICATION VIA TEXT**

1. Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside  
Apartments, in Fort Worth, TX.

2. The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s) with the exception of the following amendments and/or revisions:  
I/We understand and agree to the following:

By providing your mobile number and signing, this constitutes your signature to agree to receive recurring informational and marketing SMS/MMS text messages from Weinstein Management Co., Inc. and/or its affiliates or agents to the number you provided, including such messages sent through an automatic dialing system. Your consent is not a condition of purchasing any property, goods, or services. Depending on your mobile phone plan, standard messaging and data rates/fees or other charges may apply. You can opt out from receiving SMS/MMS text messages by responding STOP to any message you receive. If you opt out, you may receive one additional message confirming that your request has been processed.

The undersigned have read, understand, and will comply with this Agreement.

Kathryn M Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

04/29/2025

Date of Lease Contract

**ADDENDUM TO PAYMENT OF SALES, EXCISE AND USE TAX**

**APARTMENT UNIT DESCRIPTION.** Apt. No. 2145, 405 Crawford St Apt# 2145

(street address) in Fort Worth  
(city), TX (state), 76104 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: April 29, 2025  
Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

Resident shall be responsible for payment of any applicable federal, state and local taxes, including any sales, excise or use taxes, assessed on any goods or services purchased, rented, leased or otherwise utilized by Resident at such rates as may be determined by federal, state, or local authorities from time to time.

**Resident(s)**

(All residents must sign)

Kathryn M Copeland

**Date of Signing Addendum**

04/29/2025

**Owner or Owner's Representative**

**Date of Signing Addendum**

## PACKAGE ADDENDUM

**APARTMENT UNIT DESCRIPTION.** Apt. No. 2145, 405 Crawford St Apt# 2145

\_\_\_\_\_  
\_\_\_\_\_  
(street address) in Fort Worth  
(city), TX (state), 76104 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: April 29, 2025  
Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s) with the exception of the following amendments and/or revisions:

I/We understand and agree to the following:

- We may refuse to accept any package on your behalf for any reason or no reason at all.
- As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property.
- If available, carriers will deliver packages to a USPS Mail or Parcel Box, Package Locker, or designated Package Room. If required for delivery, you agree to create and maintain any applicable accounts required to use a Package Locker and/or Package Room. If you do not create and maintain the account, you are by default agreeing to make other arrangements for delivery of any packages intended for your address.
- If Package Boxes, Lockers, or Rooms are unavailable, carriers are instructed to deliver parcels directly to individual apartment home doors. Packages will not be accepted at the leasing office.
- For Packages not claimed from Package Lockers, Package Rooms, or other areas within 3 days we shall have the right to dispose of such items by discarding them, delivering them to the Resident's apartment, returning them to the shipper, or any other method selected at our sole discretion.
- We have the right to charge a fee to accept and/or store packages for any duration of time.

Continued on next page.

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You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**Resident(s)**

(All residents must sign)

*Kathryn M Copeland*

**Date of Signing Addendum**

04/29/2025

**Owner or Owner's Representative**

**Date of Signing Addendum**



CITY OF FORT WORTH TENANT AND LANDLORD INSPECTION FORM

PROPERTY ADDRESS 405 Crawford St Apt# 2145, Fort Worth, TX 76104

APARTMENT ADDRESS 405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104

DATE 04/29/2025

TENANTS Kathryn M Copeland

Print - Tenant's Name Performing the Inspection \_\_\_\_\_

The Bowery at Southside

Print - Landlord's Name Performing the Inspection \_\_\_\_\_

Please list the names of all persons occupying the dwelling unit (other than overnight guests).

The City of Fort Worth Code of Ordinances requires a "Tenant and Landlord Inspection" of each dwelling in a multifamily dwelling complex. The inspection of a dwelling unit shall be conducted by the landlord and the unit's tenant:

- 1)a minimum of once annually; and
- 2) when the occupancy of the dwelling changes.

THE TENANT MUST ANSWER THE FOLLOWING QUESTIONS BY CIRCLING EITHER YES OR NO.

YES -- NO      Has the Landlord installed a smoke detector in this residence?

Did you check to make sure the smoke detector works?

YES -- NO      If battery operated, do you know the Tenant must replace smoke detector batteries?

YES -- NO      Do you know a portable barbecue or cooking appliance cannot be used on a balcony, walkway, landing or within ten (10) feet of a combustible building?

YES -- NO      Do all electrical outlets, switches or lighting fixtures operate properly?

YES -- NO      Have you seen exposed electrical wiring inside or outside the residence?

YES -- NO      Have you noticed sewage leaking from inside or outside of the residence?

YES -- NO      Have you noticed water leaking from inside or outside of the residence?

YES -- NO      Are any of the drains clogged?

YES -- NO      Have you noticed the odor of gas inside or outside of the residence?

YES -- NO      Where evidence of infestation exists, has the dwelling been exterminated within the last 30 days?

YES -- NO      Is there broken glass in the window or door frames?

YES -- NO      Do the windows and doors lock properly?

YES -- NO      Is there a door viewer (peephole) installed in each exterior door?

YES -- NO      Is there a keyless bolting device on exterior doors that doesn't require special knowledge or tools to open?

YES -- NO      If a sliding door is present, is it equipped with a pin lock?

YES -- NO      Is the building marked with contrasting property address numbers?

YES -- NO      Is the dwelling unit number marked at the entrance to the unit?

YES -- NO      Has the Landlord advised the tenant the appropriate way to report problems to the Landlord?

In case of an emergency, does the tenant have an evacuation plan?

Where is your meeting place?

If the Tenant disagrees with any notation made by the Landlord, the Landlord shall permit the Tenant to make comments on the space below prior to signing it.

The Tenant has been advised to contact the following named property employee, Resident Service Center at telephone number **682-269-2862**, where this employee can be contacted during any twenty-four period, to respond to emergencies such as a fire, natural disaster, flood, collapse hazard, burst pipes or violent crime.

The Tenant has been advised: TO REPORT UNRESOLVED VIOLATIONS OF CITY CODE MAINTENANCE STANDARDS FOR THESE PREMISES, CONTACT THE CODE COMPLIANCE DEPARTMENT AT 817-392-1234.

We the Tenant and Landlord confirm, the above inspection report reasonably depicts the general condition of apartment address **405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104** (MM/DD/YYYY). The Landlord must provide a copy of this signed form to the tenant. The Landlord must maintain this form for a minimum of three (3) years, and make it available for examination by the Code Compliance Department.

Tenant's Signature \_\_\_\_\_

Landlord's Signature \_\_\_\_\_

# **Exhibit 15**

Work Order Status

Order No.	Customer Name
913-100000000000000000	NIA
Order Date	04/21/2015
Completion Date	04/21/2015
Comments	None
In Progress/Moved To Ready	<input type="checkbox"/>
On Hold/On Hold As Return	<input checked="" type="checkbox"/>
Items on Order	<input type="checkbox"/>
Other	<input type="checkbox"/>
Additional Information	
None	

Work Order Status

Order No.	Customer Name
913-100000000000000000	NIA
Order Date	04/21/2015
Completion Date	04/21/2015
Comments	None
In Progress/Moved To Ready	<input type="checkbox"/>
On Hold/On Hold As Return	<input checked="" type="checkbox"/>
Items on Order	<input type="checkbox"/>
Other	<input type="checkbox"/>
Additional Information	
None	

Date: 4/21/2015 Work Order #:

Completed By:

Maintenance work in your home today to complete the following work:  
Please answer all 3 questions.

Plaster removed off drywall.

Work Order Status

Complete  
 In Progress/Moved To Ready  
 On Hold/On Hold As Return  
 Items on Order  
 Other

Additional Information

913-100000000000000000 NIA

Work Order Status

Complete  
 In Progress/Moved To Ready  
 On Hold/On Hold As Return  
 Items on Order  
 Other

Additional Information

Date: 4/21/2015 Work Order #:

Completed By:

Maintenance work in your home today to complete the following work:  
Please answer all 3 questions.

Mold remediation.

Work Order Status

Complete  
 In Progress/Moved To Ready  
 On Hold/On Hold As Return  
 Items on Order  
 Other

Additional Information

Date: 4/21/2015 Work Order #:

Completed By:

Maintenance work in your home today to complete the following work:  
Please answer all 3 questions.

Mold Remediation.

Work Order Status

Complete  
 In Progress/Moved To Ready  
 On Hold/On Hold As Return  
 Items on Order  
 Other

Additional Information

913-100000000000000000 NIA

Work Order Status

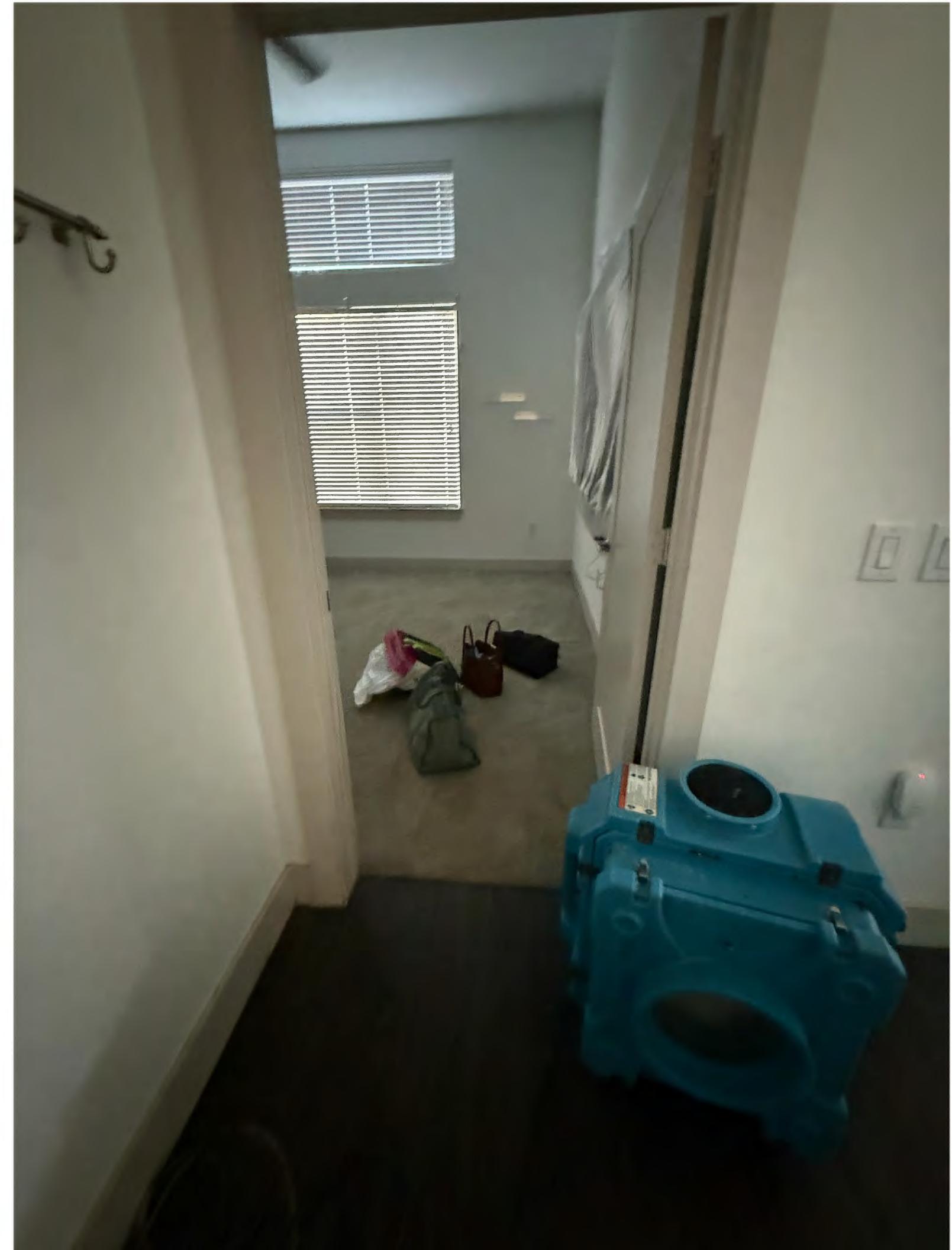
Complete  
 In Progress/Moved To Ready  
 On Hold/On Hold As Return  
 Items on Order  
 Other

Additional Information

WEINSTEIN MAINTENANCE PERSONNEL WORKING INSIDE

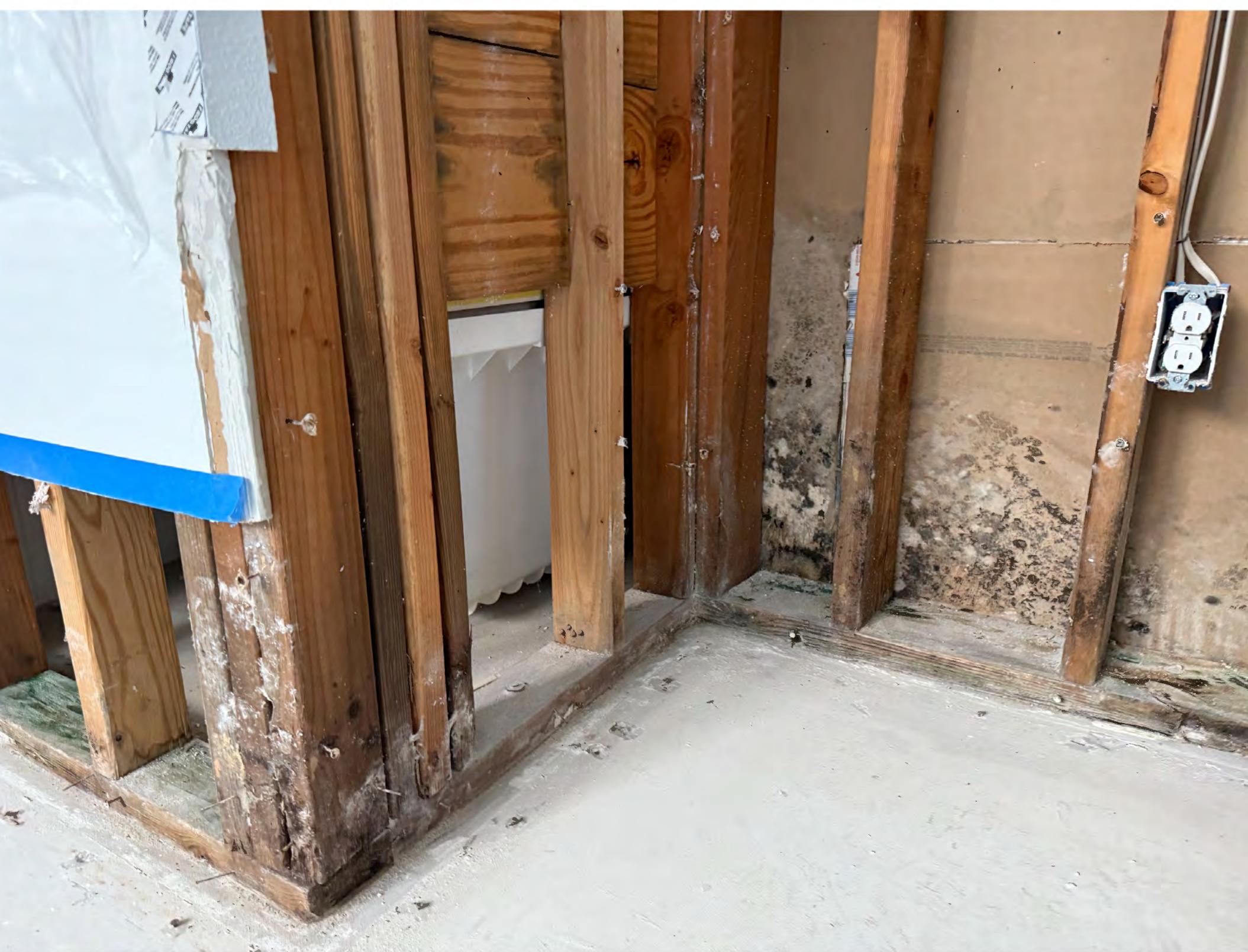
WEINSTEIN MAINTENANCE PERSONNEL WORKING INSIDE

WEINSTEIN MAINTENANCE PERSONNEL WORKING INSIDE





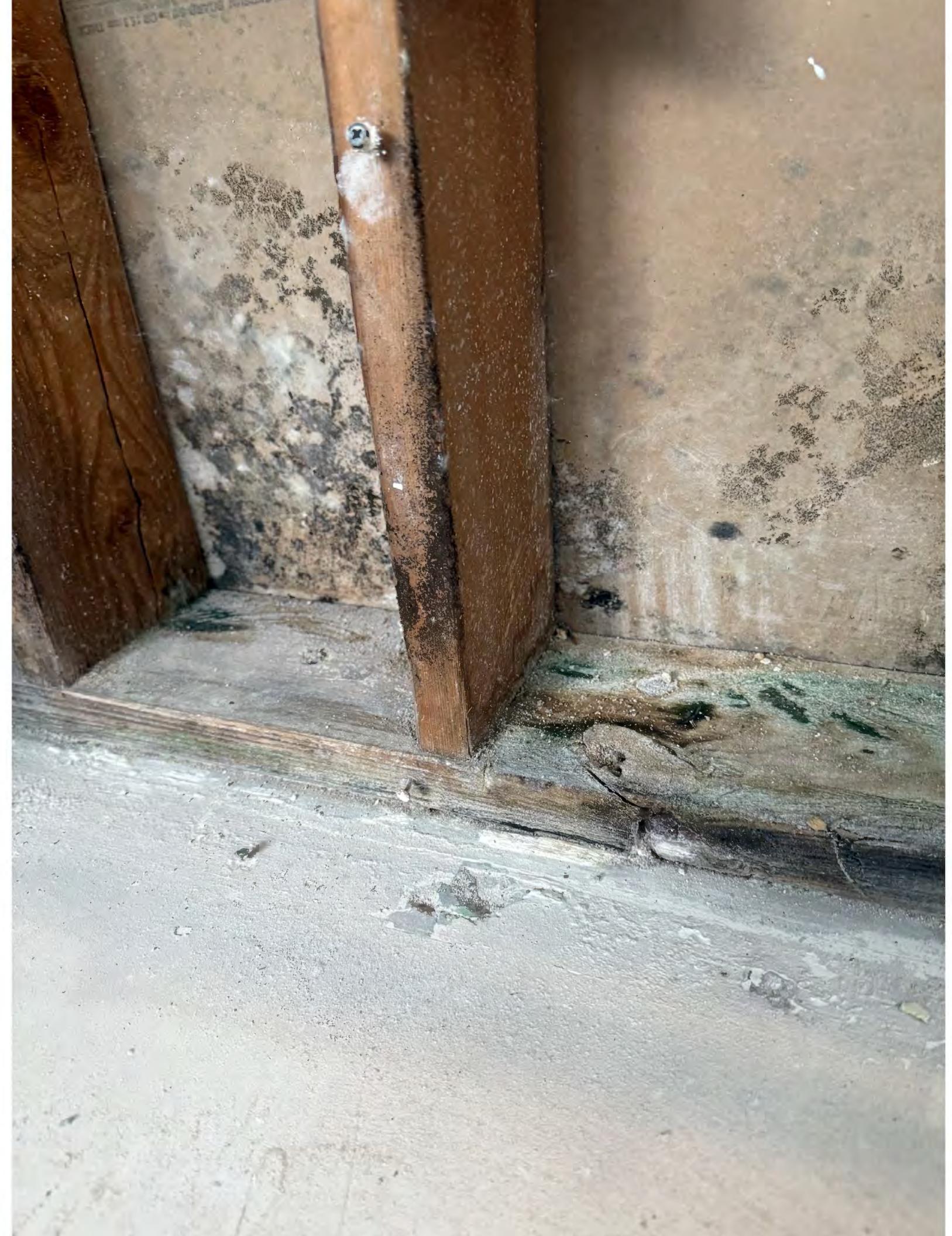










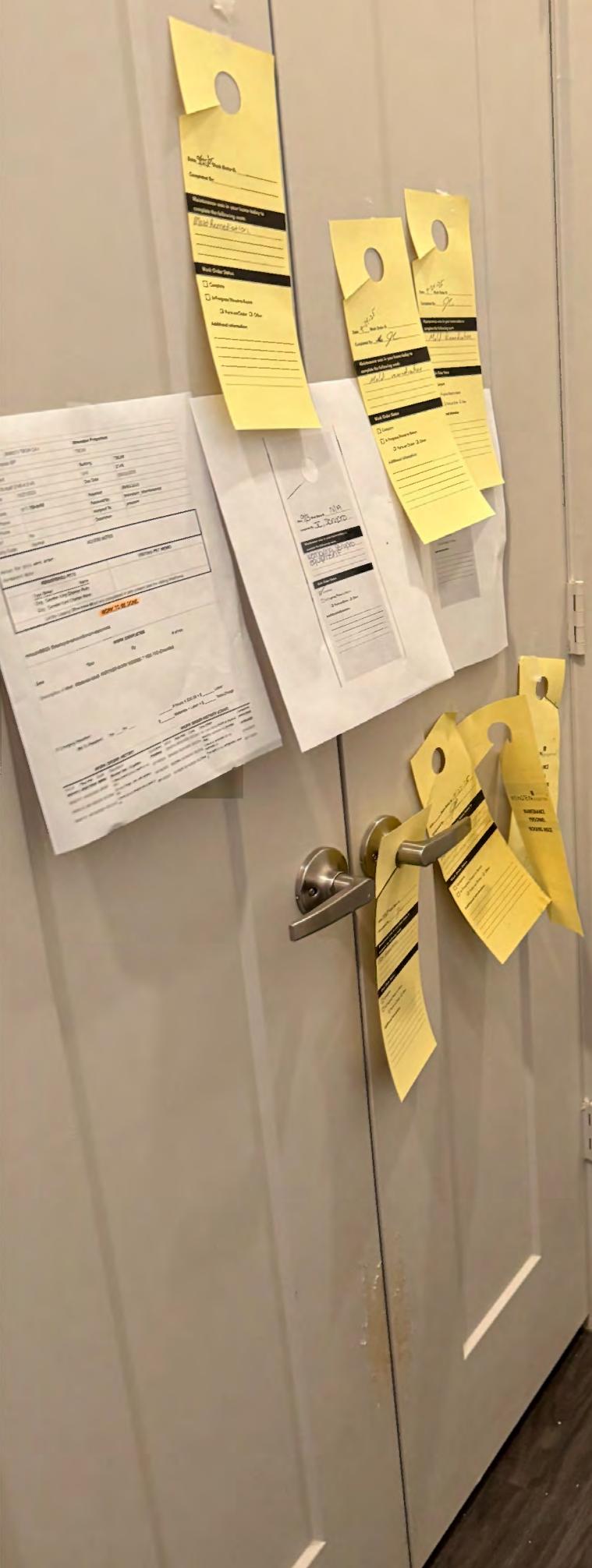


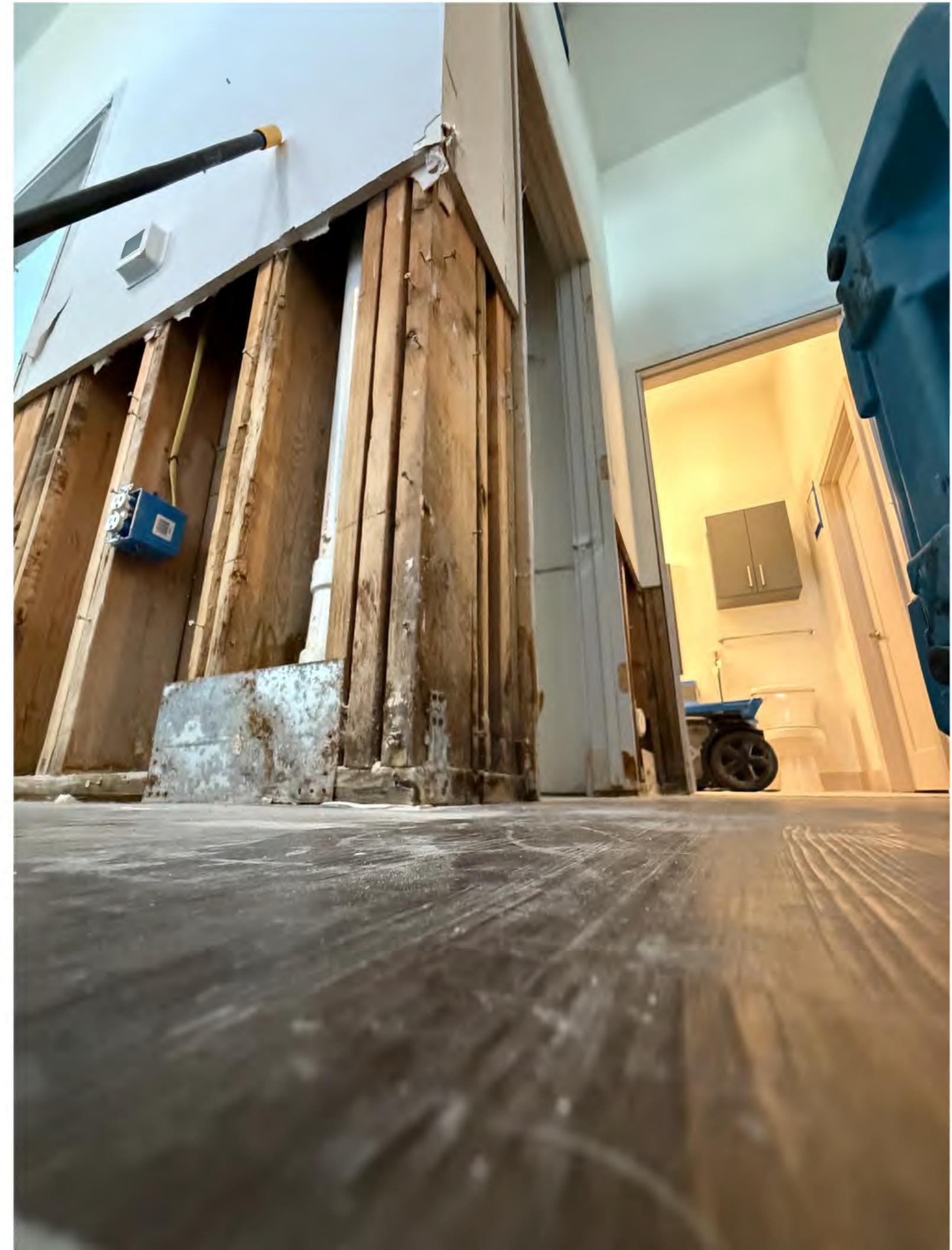
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0-1008-00036-2

SEARCHED INDEXED  
SERIALIZED FILED

ISG



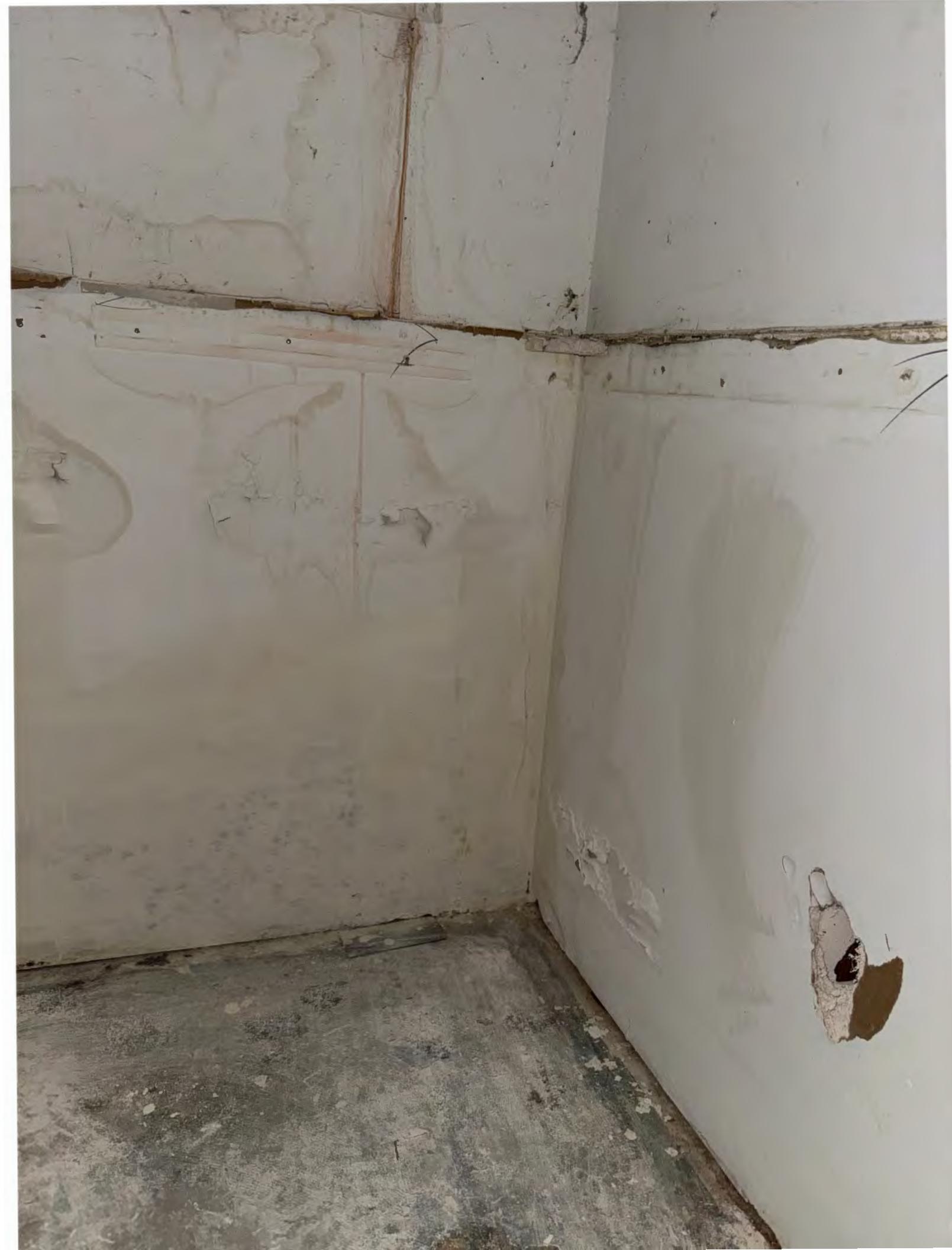


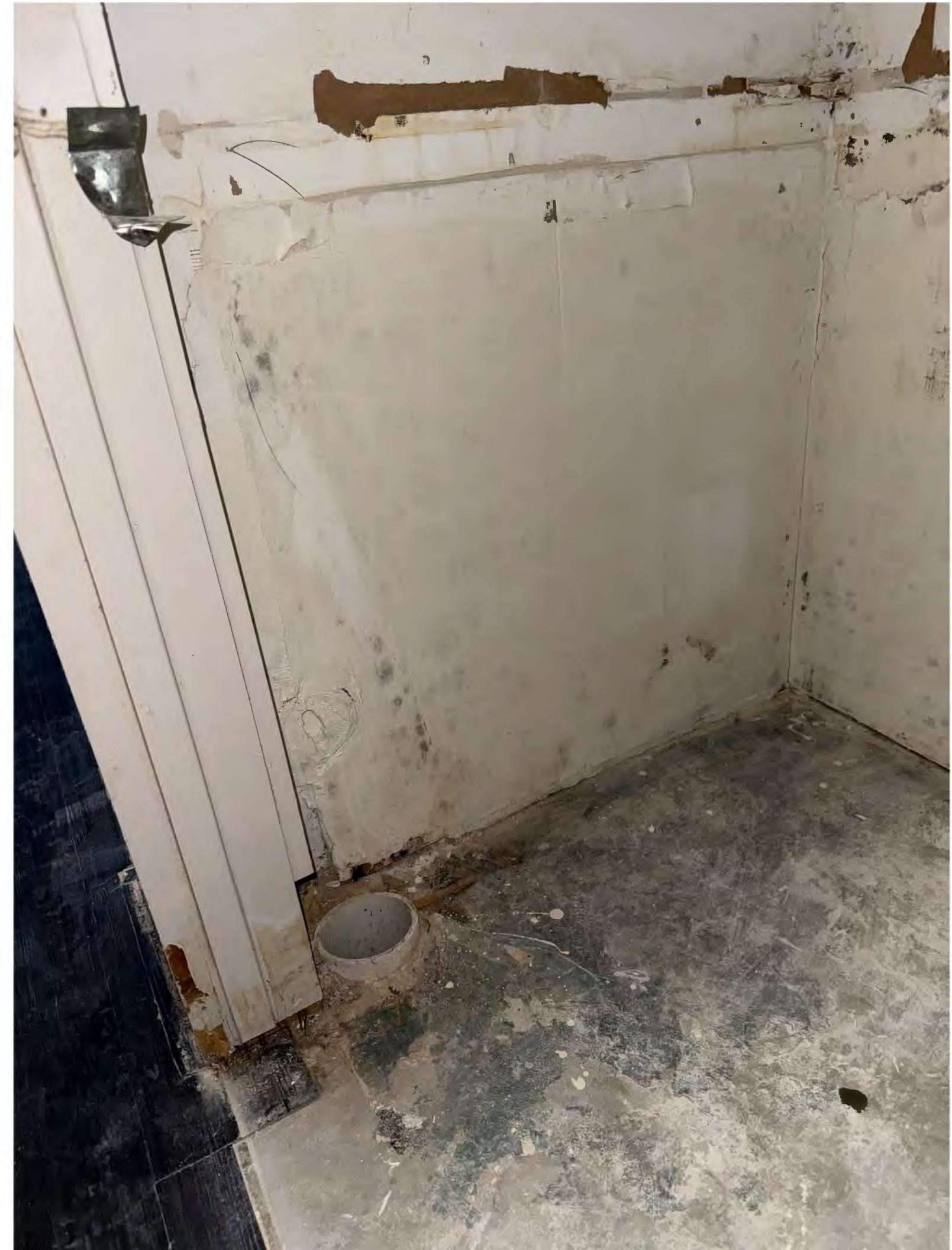
























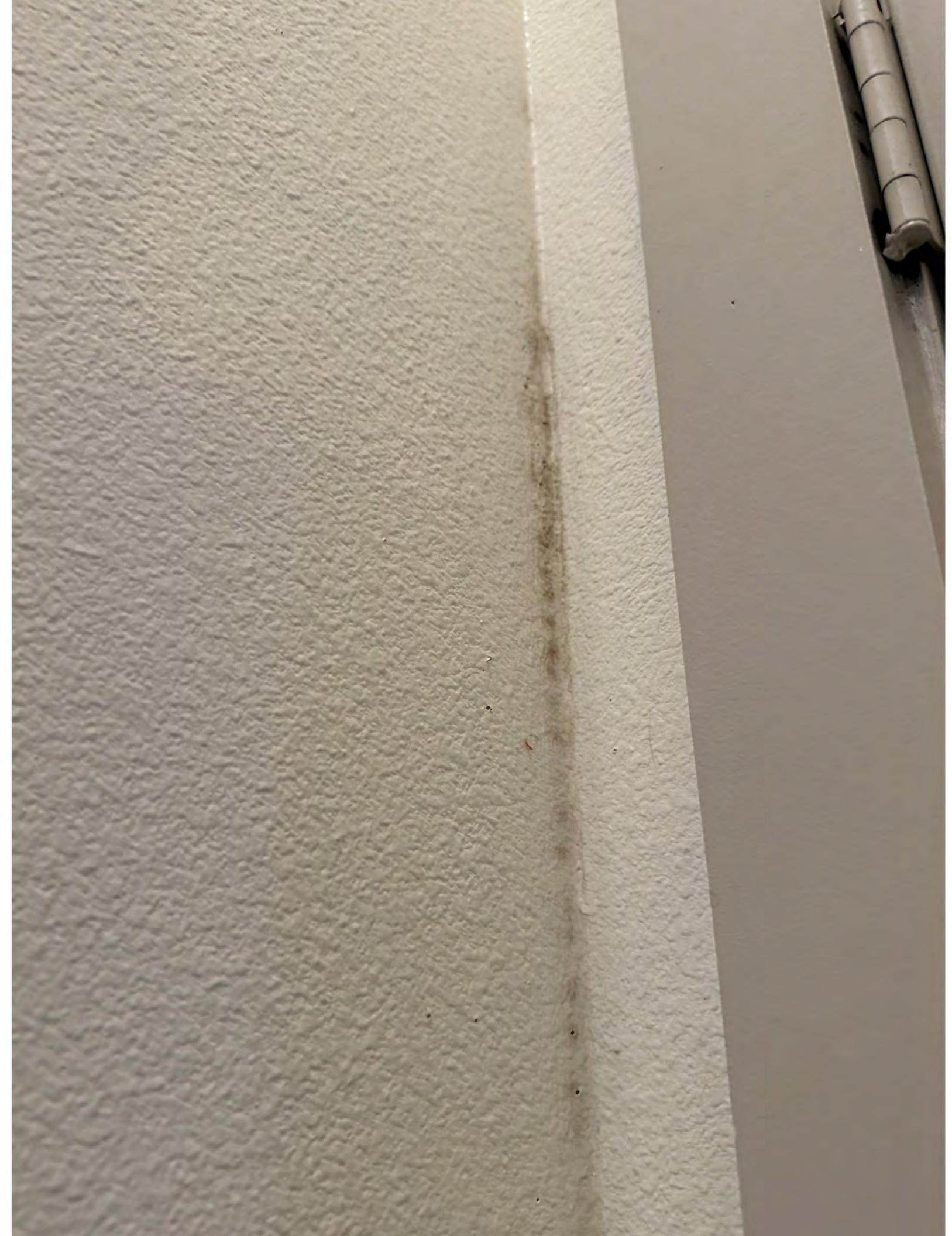












## **Automated Certificate of eService**

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 106183481

Filing Code Description: Motion (No Fee)

Filing Description: Emergency Application for Preservation Order and Temporary Relief

Status as of 9/29/2025 1:39 PM CST

Associated Case Party: THEWEINSTEIN MANAGEMENT CO INC

Name	BarNumber	Email	TimestampSubmitted	Status
Glynis L.Zavarelli		gzavarelli@wandzlaw.com	9/29/2025 10:28:06 AM	SENT
Michelle Sortor		msortor@wandzlaw.com	9/29/2025 10:28:06 AM	SENT
Courtney Cotten		ccotten@wandzlaw.com	9/29/2025 10:28:06 AM	SENT
Rebecca Young		ryoung@wandzlaw.com	9/29/2025 10:28:06 AM	SENT
Krystina Hickey		khickey@wandzlaw.com	9/29/2025 10:28:06 AM	SENT

Associated Case Party: THEWMCI DALLAS X LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Kathryn Copeland		k.m.copeland@tcu.edu	9/29/2025 10:28:06 AM	SENT
John AllenDouglas		john@jadouglaslaw.com	9/29/2025 10:28:06 AM	SENT

Associated Case Party: KATHRYNCOPELAND

Name	BarNumber	Email	TimestampSubmitted	Status
Kathryn Copeland		kcopelandlaw@gmail.com	9/29/2025 10:28:06 AM	SENT