HOUSING COOPERATION AGREEMENT BETWEEN THE CITY OF LEWISVILLE AND

THE HOUSING AUTHORITY OF THE CITY OF DENTON

This Housing Cooperation Agreement ("Agreement") is made and entered into by and between the City of Lewisville (the "City"), a political subdivision of the State of Texas, and the Housing Authority of the City of Denton ("DHA"), a public housing authority organized under Chapter 392 of the Texas Local Government Code (collectively, the "Parties").

WHEREAS, the City desires to promote, maintain, and provide safe, sanitary, and affordable homes for low- and moderate-income citizens of Lewisville; and

WHEREAS, DHA's mission is to provide safe, sanitary and affordable housing for eligible residents of the city of Denton, Texas and other localities pursuant to interlocal agreements; and

WHEREAS, Section 392.059 of the Texas Local Government Code states that housing authorities may cooperate with a municipality in providing housing for persons of low income within the boundaries of the cooperating municipality; and

WHEREAS, the City has a need for and desires to increase its supply of quality safe, sanitary, and affordable housing for the benefit of its current and future residents; and,

WHEREAS, DHA has the capacity and desire to develop quality safe, sanitary, and affordable housing in the City; and

WHEREAS, pursuant to Section 392.017 of the Texas Local Government Code, the City has adopted a resolution declaring a need for the DHA to exercise its powers in the City and authorizing a cooperation agreement between the Parties under Section 392.059 of the Texas Local Government Code.

NOW THEREFORE, the Parties agree as follows:

SECTION 1: Purpose. The purpose of this Agreement is to provide housing for persons of low- and moderate-income in the City by fostering the preservation of quality safe, sanitary, and affordable housing for low- and -moderate-income residents of the City.

SECTION 2: Project. This Agreement facilitates the collaboration and coordination between the City and DHA in the acquisition, renovation, and operation of the Oak Tree Village Apartments located at 1595 S Old Orchard Lane in the City of Lewisville (the "Premises") by DHA and a third party with a portion of units being dedicated to affordable housing (the "Project").

SECTION 3: Role of DHA. DHA's responsibility under this Agreement shall include the following:

- 3.1 DHA shall negotiate a development agreement with AMTEX Multi-Housing LLC, a Texas Limited Liability Company ("AMCAL/AMTEX") for the Project which shall include the following:
 - (a) Renovation budget and scope of work shall address all identified ADA and property maintenance issues listed and depicted on Exhibit A;
 - (b) The multifamily operational requirements as outlined in Exhibit B;
 - (c) A requirement that the following number of units will be provided at the Housing and Urban Development (HUD) rental limits for the following area median income levels:

January 1, 2022 to September 30, 2023

55 units @ 50% of AMI 108 units @ 60% of AMI 109 units @ Mkt Rate

September 30, 2023 to December 31, 2024

55 units @ 50% of AMI 48 units @ 60% of AMI 33 units @ 80% of AMI 136 units @ Mkt Rate

January 1, 2025 to December 31, 2037

55 units @ 50% of AMI 81 units @ 80% of AMI 136 units @ Mkt Rate

January 1, 2038 to Future

136 units @ 80% of AMI 136 units @ Mkt Rate

3.2 DHA shall work with AMCAL/AMTEX to identify an appropriate financial structure to support the development of the Project, which may include use of a Public

Facilities Corporation model, TDHCA tax credits, or other financing tools to establish affordable housing.

- 3.3 DHA shall oversee the operation of the Project and monitor nuisance crime statistics annually. If crime statistics increase from year to year, DHA shall audit AMCAL/AMTEX's operations to ensure compliance with all leasing practices and multifamily operational requirements set forth in **Exhibit B** herein or in the development agreement between AMCAL/AMTEX and DHA. A report of the audit shall be provided to the City.
- 3.4 DHA shall coordinate with City to provide requested briefings to the Lewisville City Council and City staff, as appropriate.

SECTION 4: Role of the City. The City's responsibility under this Agreement shall include the following:

- 4.1 City staff shall:
 - (a) cooperate with DHA and shall participate in briefings to the Lewisville City Council upon DHA's request;
 - (b) work with DHA to facilitate any departmental approvals or City permits necessary to the completion of the Project; and
 - (b) expedite and assist with any procedural requirements involved in obtaining any approvals necessary to the development of the Project.
- 4.2 Upon DHA's written request, the City will provide a yearly crime report for the Premises to DHA.
- 4.3 Upon DHA's written request, the City will provide a Neighborhood Resource Officer to meet with AMCAL/AMTEX if crime statistics increase from one year to another at the Premises. The Neighborhood Resource Officer will discuss crime abatement strategies with management of the Premises.
- 4.4 The City shall have no financial or ownership obligations under this Agreement.

SECTION 5: Joint Obligations. In addition to the duties outlined in Sections 2 and 3 above, to facilitate the Project, the Parties agree to make best efforts to consult and coordinate with the other as to timing, content, and form before issuing any press release or other public disclosure or formal statement related to this Agreement or the Project. However, this section does not prohibit any disclosures by either Party regarding this Agreement, if, in the opinion of that Party's legal counsel, such disclosure is required by law, including but not limited to disclosures required by the Texas Public Information Act.

SECTION 6: Term.

- 6.1 <u>Agreement Term.</u> This Agreement shall be effective upon execution by the last party whose signature renders this Agreement fully executed. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement ("Agreement Term") shall continue until this Agreement is terminated as provided for in section 6.2, below.
- 6.2 <u>Termination</u>. This Agreement may be terminated for any reason at the option of DHA with sixty (60) days written notice to the City. This Agreement may be terminated by the City only if DHA breaches the Agreement and after providing DHA with written notice and a thirty (30) day opportunity to cure.

SECTION 7: Representations and Warranties.

- 7.1 DHA hereby unconditionally warrants and represents to the City as follows:
 - (a) DHA has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth In connection with the Project, DHA will comply with all legal requirements required to be met, including but not limited to the following: (i) Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to DHA or the Project, including, without limitation, the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises, (ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable or the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises, (iii) DHA's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all terms, provisions and conditions of any commitment which are to be performed or observed by DHA, (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to the Project and to which DHA may be bound and (vi) all applicable restrictive covenants, zoning ordinances, subdivision and building and other construction codes, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Project.
 - (b) DHA is a duly organized and validly existing legal entity under the laws of the State of Texas.

- (c) This Agreement has been duly and validly executed and delivered by DHA and constitutes a valid and legally binding obligation of DHA enforceable in accordance with its terms.
- (d) DHA is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of DHA. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which DHA is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of DHA pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.
- (e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by DHA pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of DHA which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.
- 7.2. The City hereby unconditionally warrants and represents to DHA as follows:
 - (a) The City has legal capacity to enter into this Agreement and to perform all the undertakings set forth herein.
 - (b) The City is a duly organized and validly existing legal entity under the laws of the State of Texas.

SECTION 8: Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to DHA at the following address:

Housing Authority of the City of Denton

Sherri McDade, Chief Executive Officer Denton Housing Authority 1225 Wilson Street Denton, Texas 76205

with a copy to:

Mattye G. Jones

Coats Rose, P.C. 14755 Preston Road, Suite 600 Dallas, TX 75254

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to City at the following address:

City of Lewisville c/o City Manager PO Box 299002 Lewisville, Texas 75029

Notice will be considered given and completed upon deposit of the notice in a United States Postal Service receptacle. Either party may change its designated address for notice purposes upon ten (10) days' prior written notice to the other party.

SECTION 9. Cooperation and Compliance. The Parties hereto agree to cooperate with each other and provide all necessary documentation, and certificates and to take all necessary action in order to satisfy the terms and conditions hereof and the applicable laws, regulations and agreements relating thereto.

SECTION 10. Miscellaneous.

- 10.1 <u>Waivers</u>. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.
- 10.2 <u>Assignment and Successors</u>. No party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns and shall not bestow any rights upon any third party.
- 10.3 Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America, the State of Texas, and the City of Lewisville. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Denton County, Texas.
- 10.4 <u>Final Agreement</u>. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes

all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

- 10.5 <u>Approvals</u>. Any approvals required from the Parties in connection with this Agreement shall not be unreasonably withheld, conditioned or delayed.
- 10.6 <u>Severability</u>. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.
- 10.7 <u>Headings</u>. The Section and Subsection entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify or define, or be used in construing, the text of such Sections and Subsections.
- 10.8 <u>Counterparts</u>. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.
- 10.9 <u>Further Assurances</u>. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.
- 10.10 <u>Parties Bound</u>. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

| EXECUTED | this | day of | 2021 |
|----------|-------|--------|-------|
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[SIGNATURES ON FOLLOWING PAGE]

DENTON HOUSING AUTHORITY

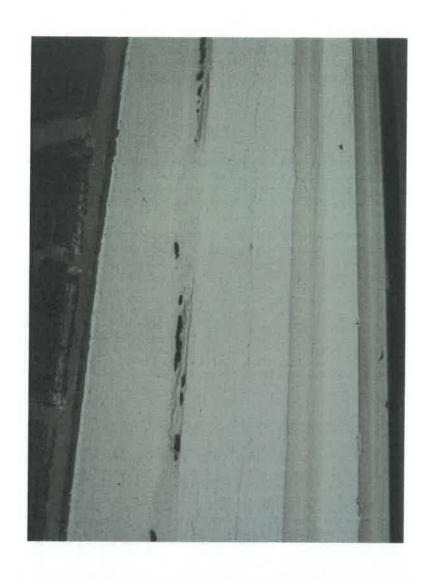
| Ву: | Sherri McDade |
|-------|--------------------------|
| | Chief Executive Officer |
| | |
| CITY | |
| | OF LEWISVILLE, TEXAS |
| | as municipal corporation |
| а Тех | , |
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Exhibit A Property Maintenance & ADA Repairs

Exhibit A: Oak Tree Village Property Assessment April 21, 2021

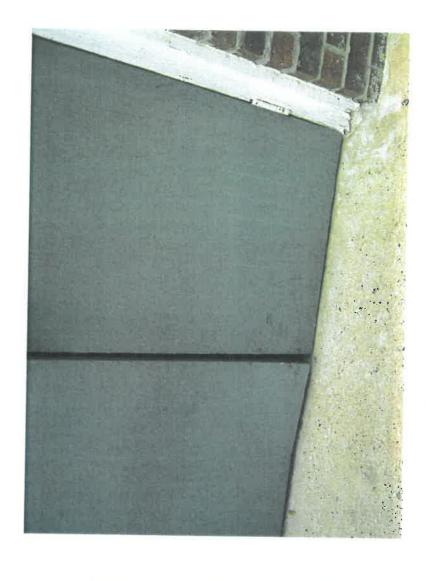
Oak Tree Village Property Exterior View

 Exterior building skirting/paneling throughout the property is deteriorated and cracking



Oak Tree Village Property Exterior View

 Exterior wood doors and doorframes for utility rooms and mechanical rooms are warped.



Oak Tree Village Property Exterior View

 Exterior wood doors and doorframes for utility rooms and mechanical rooms are warped.



Oak Tree Village Property Exterior Fencing View

Fencing throughout the property need repairs and painting.



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Oak Tree Village Property Exterior Roof View

- Last roof was replaced in 2007 and is 14 years old.
- You can see the wear & tear signs on the roof, need to replace the roof.



Oak Tree Village Property Exterior Pool Pump Room View

Need good cleaning and painting of the pump room.



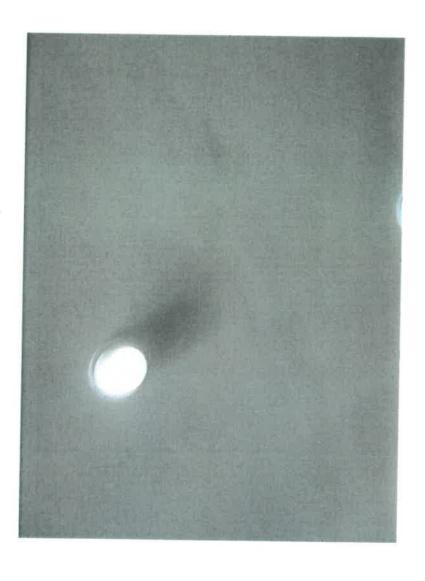
Oak Tree Village Property Pumproom View

Wall condition of the pumproom, paint is peeling.



Oak Tree Village Property Interior Lighting View

 Lighting of old style, need to be upgraded with LED throughout the property.



10

Oak Tree Village Property Interior Pop-Corn Ceiling View

- The ceiling course pop-corn painting is not pleasing to eyes and dust accumulates easily on this kind of ceiling.
 - Smooth finished ceiling will enhance the look of the building interior.
- All interior walls needs new coat of paint.
- · Flooring/carpeting looks old.



Oak Tree Village Property Main Entrance to Apartment View Most of the apartment entry doors, frames and skirting is warped and paint is peeling.





Oak Tree Village
Property Exterior
wall Paneling View
• Exterior condition of the wall panel skirting.

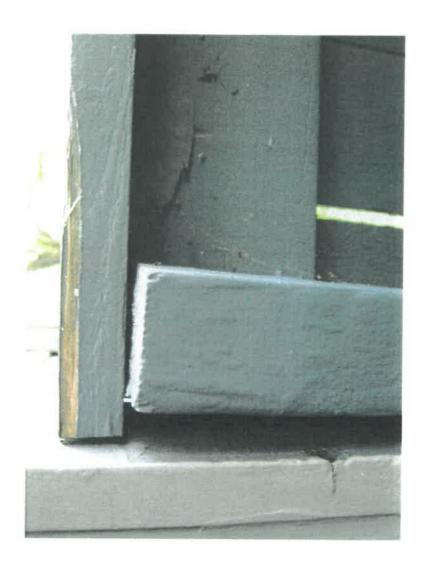
Oak Tree Village Property Interior Kitchen View

 Utility room door is adjacent to the refrigerator, covert into a sliding door.



Oak Tree Village Property Exterior View of the building

 Exterior wall paneling loose and falling apart.



Oak Tree Village Property
Exterior View of the building wood fencing

 Most of the wood fencing is rotted and loose from the fence.

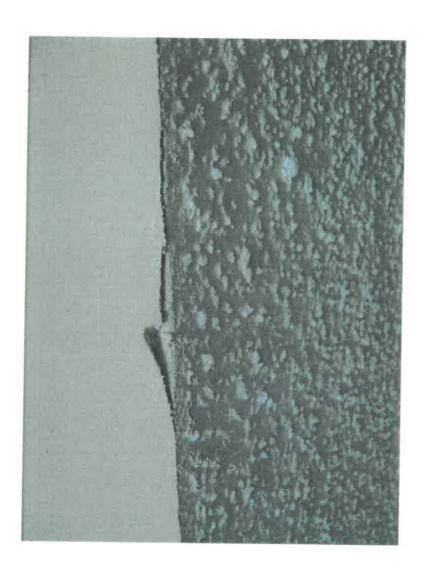


Oak Tree Village Property Interior View of the building HVAC System All the HVAC system throughout the building 10 – 20 years old, runs on R22 freon which will be obsolete in coming years.

 Need to replace all HVAC system to energy efficient HVAC system.

Oak Tree Village Property Interior View of the Apartment Ceiling

 Interior view of the apartment ceiling which is cracking and missing grout.

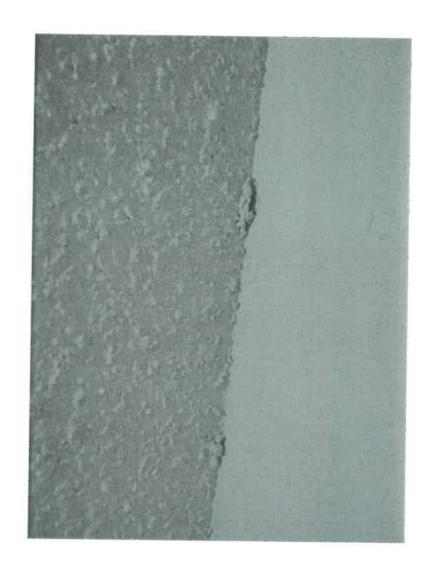


Oak Tree Village Property Interior View of the building Laundry Room Laundry room connection for hot and cold water need to reconfigure to catch leaking water from connection.





 Unfinish Ceiling in most of the apartments.





Oak Tree Village Property
Exterior Entrance View of
the Apartment

Cracks in the main entrance
to several apartments.

Oak Tree Village Property Exterior View of the building Envelope

 Wear & Tear can be seen on the exterior envelope of the building throughout the property.



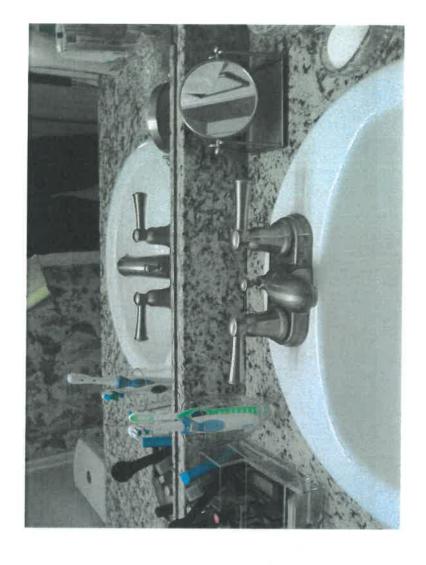
Oak Tree Village Property Exterior Envelope Condition

 Weatherproofing is failing on exterior envelope of the building throughout the property.





Oak Tree Village Property
Exterior View of the
building Envelope
More wear & tear can be seen
on the building envelope.



Oak Tree Village Property Interior Plumbing Fixture Condition

• Old plumbing fixtures throughout the property.

Oak Tree Village Property Exterior Envelope Condition

 More photos of deteriorating exterior envelope and condition.



Oak Tree Village Property Exterior HVAC Condition

 No PM conducted on the HVAC system is 10-20 years old. Bottom part of the coil is filled with debris and leaves.





 More photos of old and aging plumbing fixtures throughout the property.



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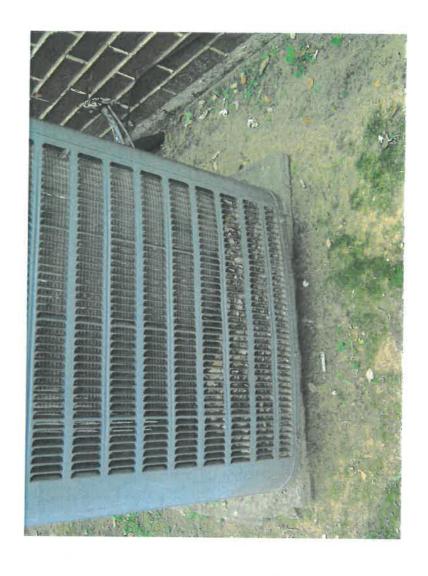
Oak Tree Village Property Exterior HVAC Condition

 Very old HVAC system, need to replace with energy efficient ones.



Oak Tree Village Property Exterior HVAC Condition

 HVAC system is very old, no PM done, and you can see the accumulation of debris and leaves in the HVAC compartment.



Oak Tree Village Property Exterior Wear & Tear on the Envelope

 You can see more damage to the building exterior envelope throughout the property.





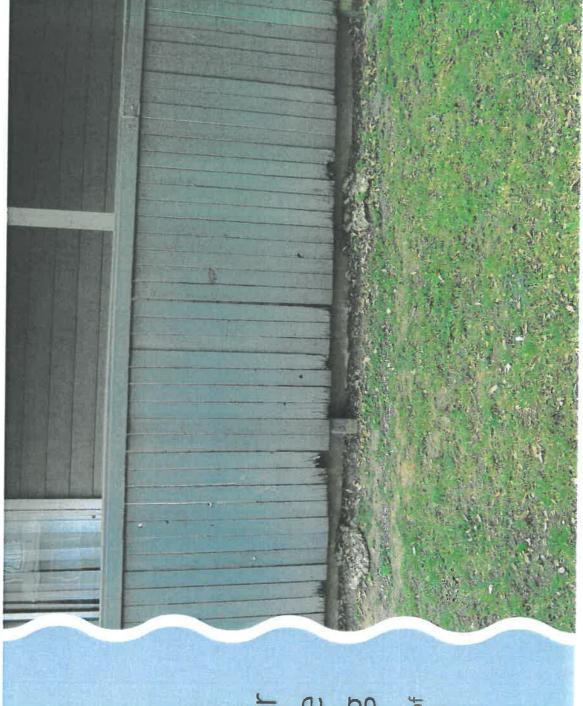
Oak Tree Village Property Exterior Wear & Tear on the Envelope

Temporary repair of exterior wall paneling



Oak Tree Village Property
Exterior Wear & Tear on
the Envelope

Condition of more
deteriorated building wall
paneling.

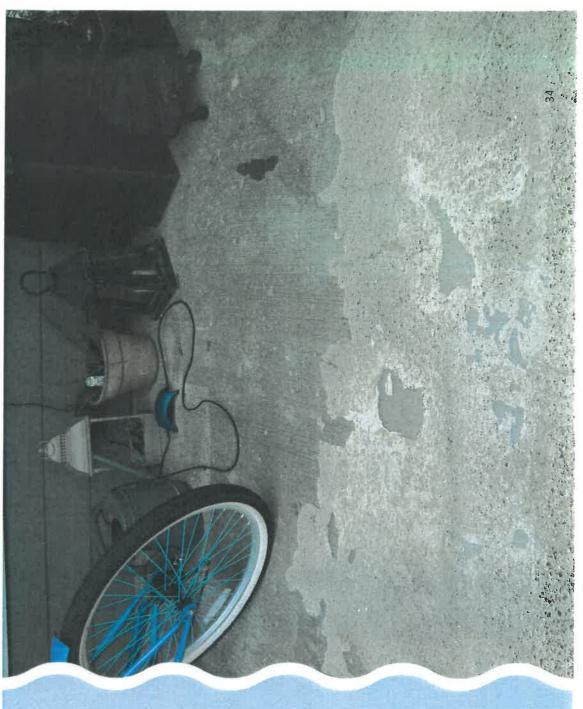


Oak Tree
Village
Property
Exterior Wear
& Tear on the
wood fencing

Shows the deterioration of the wood fencing for the buildings.

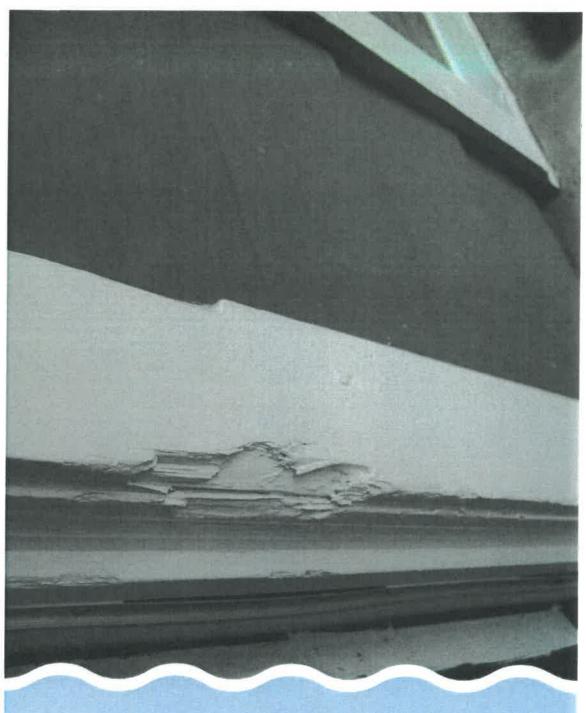
Oak Tree Village
Property Exterior
Wear & Tear on
the apartment
front entrances

Shows the concrete coating deterioration on the apartment front entrances.



Oak Tree
Village
Property
Exterior view
of the building
entrance

Condition of doorframes of apartment entrance.



Oak Tree Village Property Apartment Entry Door View

More photos of deteriorated condition of main entrance doors.



Oak Tree Village Property Exterior Envelope Condition

More photos of deteriorating exterior envelope and condition.



Oak Tree
Village
Property
Exterior View
of the building
Envelope
Envelope

throughout the property.

building envelope



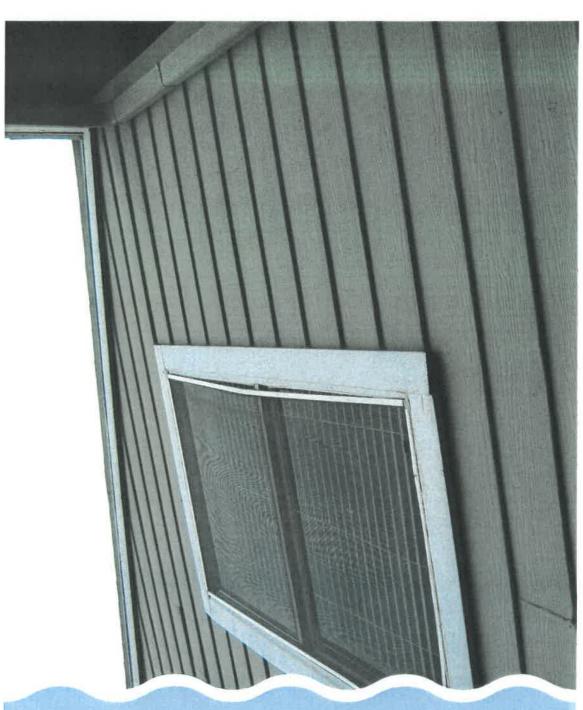
Oak Tree Village Property Exterior Envelope Condition

More photos of deteriorating exterior envelope and condition.



Oak Tree Village Property Exterior View of the building Envelope

Typical wear & tear of window screens throughout the property.



Oak Tree
Village
Property
Exterior
Retaining Wall
cracked grout

Retaining wall has grout crumbling throughout the property.



Oak Tree
Village
Property
Interior Wall
Finishing

Interior walls need good finishing and HVAC vents have dents. Oak Tree Village
Property Interior
Kitchen Counter
Condition

Interior kitchen countertops are in poor condition, kitchen cabinets need refinishing.



ADA Accessibility

Access Route:

necessary. Also include one path that meets required slopes and ramps to at Install a concrete walkway, curb ramps, and/or crosswalk pavement from the least one residential building and from that building to property's amenities municipal sidewalks onto the subject property/leasing office entrance, as (i.e. the pool, the clubhouse/leasing center, and to the mailboxes)

Leasing Office Entry:

Improve accessibility of the main (front) entrance of the leasing office, which may be limited to management contact signage at a nearby designated accessible parking stall.

Van Accessible Parking:

The existing designated accessible parking space should be modified for "Van Accessibility" (i.e., signage placard, 96" stall, 96" aisle with access to curb

Accessible Parking:

Address vertical signage or complaint curb cuts at the designated accessible parking stalls at the property.

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Exhibit B MF Operational Requirements

EXHIBIT B

MULTIFAMILY OPERATIONAL REQUIREMENTS

The following terms shall be included in any development agreement for the Premises (as herein defined) between the Denton Housing Authority and AMTEX Multi-Housing LLC. Notwithstanding anything to the contrary, the property owners and managers of the Oak Tree Village Apartments located at 1595 S. Old Orchard Lane, in Lewisville, Texas (the "Premises"), shall comply with all federal, state, and local laws when implementing the measures contained herein. This includes, but is not limited to, compliance with all federal and state fair housing laws. In the event of any question about compliance, the property owner and manager shall consult with the appropriate legal authority and/or independent legal counsel.

- 1. The property owners and managers should support all efforts to stop all illegal activities that occur on the Premises by calling 911 when the managers or employees observe or suspect illegal activities occurring on the Premises.
- 2. The property owners should post at least four large signs in with a minimum of two-inch text in visible and conspicuous locations around the outside of the Premises. The signs should read as follows:

"NO LOITERING, NO WEAPONS, NO CONSUMPTION OF ALCOHOL IN PUBLIC AREAS, AND NO CRIMINAL ACTIVITY WILL BE TOLERATED."

and

"THE LEWISVILLE POLICE DEPARTMENT MAKES REGULAR AND FREQUENT PATROLS OF THESE PREMISES AND MANAGEMENT WILL EMPLOY ALL LAWFUL MEANS OF PREVENTING CRIMINAL ACTIVITY ON THESE PREMISES."

- 3. The property owners and managers shall require a valid state or government issued identification which includes a photograph and one other form of identification from all persons leasing or occupying an apartment and shall retain photocopies of all such documents for at least the length of the lease.
- 4. The property owners and managers shall institute a set of "Rules of Conduct" for all occupants and guests on the Premises which shall include all the requirements set forth herein which apply to occupants. The Rules of Conduct shall include a provision that states that any violation of the rules is grounds for eviction and that the rules will be strictly enforced to create a safe environment for all concerned. Each occupant and guest who will be present on the Premises at least overnight shall be required to review and sign a copy of the rules to be placed in the appropriate apartment file to ensure each person's awareness of the rules.
- 5. All vehicle information for each vehicle owned, leased, or used by occupants of the Premises and stored on the Premises should be included in the lease.
- 6. The property owners and managers shall not lease or renew any lease for any apartment to

a person who has been convicted of narcotics crimes, prostitution, compelling prostitution, murder, capital murder, manslaughter, robbery, aggravated robbery, aggravated assault, trafficking of a person, sexual assault, indecency with a child, continuous sexual abuse of young child or children, aggravated sexual assault, or weapons violations within the last two years. To further ensure that occupants have not been involved in any such activities in the recent past, the property owners and managers shall employ the use of a public records database. This action can be undertaken by subscription to a national public records database such as "PublicData.com" or a similar service which can be used on the Premises via the internet. This method of screening tenants will additionally be applied retroactively to those currently leasing at the property to the extent possible under the contractual obligations imposed by the lease agreement. However, to the extent that current lease agreements would not allow eviction for failing to meet these criteria, leases should not be renewed for any such individuals who do not meet the criteria. A printed copy of each search result should be included in the lease file for the lessee even if no criminal history is found so that upon inspection by the police department, it can be verified that a check has been completed.

- 7. Lease agreements shall specify that the following shall be grounds for immediate eviction:
 - a. lessee commits any violation of the law other than a traffic violation on or adjacent to the Premises (this shall include but not be limited to narcotics crimes, prostitution, violent crimes or weapons crimes);
 - b. lessee's guest or visitor commits any violation of the law regarding the possession, use, storage or sale of narcotics/drugs or any prostitution offense on or adjacent to the Premises;
 - c. lessee commits or permits lessee's guests to commit violations of controlled substance laws, prostitution laws, or gambling laws, in the apartment or the common area of the complex; or
 - d. lessee uses or permits the apartment to be used for any illegal purpose.
- 8. The property owners and managers shall assure effective management and control of the property. Property owners are expected to be involved in the property and require regular inspection and supervision of the Premises by the manager. The property owner should employ only those people who have had a background check performed and who have no history by conviction for any prostitution, weapons or violent offense.
- 9. The property owners and managers shall not allow alcoholic beverages to be consumed outside of a tenant's leased area.
- 10. The property owners and managers shall maintain locks and keys for each apartment. All apartments shall remain locked when not leased. Regular (at least once daily) inspection of unoccupied apartments shall be made and a log of such inspections should be kept to ensure that unoccupied apartments are not being trespassed.
- 11. The manager on site shall have duplicate apartment keys always available for emergency services personnel.
- 12. The property owners and managers shall install high intensity lighting though the interior and exterior of buildings, particularly in the parking lots and the front and rear areas, maintain lighting throughout the exterior of the buildings, particularly in the parking lots and the front and rear areas, and immediately replace any burned-out, worn, or damaged lighting.

- 13. The property owners and managers shall maintain a security camera system throughout the Premises such that all common areas can be monitored remotely while walks of the Premises are not being conducted. If recordings are made of the surveillance, such recordings shall be made available to the Lewisville Police Department for criminal investigation purposes.
- 14. The property owners and managers shall maintain all shrubbery on the Premises. Well-trimmed and carefully placed shrubbery can reduce both illegal drug use and graffiti.
- 15. The property owners and managers shall check security around buildings, including ensuring that all locks are in working order, that utility rooms and laundry rooms are secured when not in use, according to the City of Lewisville City Code standards to prevent the hiding of drugs, weapons, and other contraband.
- 16. The property owners and managers shall ensure proper maintenance of interior and exterior of building(s), repair all fences and maintain all fences, complete all painting and maintain painting to protect the exterior surfaces and regularly check the Premises to ensure compliance with all relevant City of Lewisville codes.
- 17. The property owners and managers shall remove all graffiti from the Premises within 24 hours.
- 18. The property owners and managers shall keep portions of the Premises subject to public view clean of trash and debris.
- 19. The property owners and managers shall institute a parking permit system to determine which vehicles belong on the Premises and which do not. This should be a system that prevents easy duplication or falsification and shall be required for occupants and visitors to the property.
- 20. The property owners and managers shall not allow loitering in the common areas or outside of apartments, as this is many times an indication of illegal activity. If there are common areas specifically designed for gatherings (pool areas), these will not be affected.
- 21. Violation of the following state laws by any individual shall be grounds for the immediate issuance of trespass warnings to that individual and the expulsion of that individual from the Premises:
 - a. the Texas Controlled Substance Act;
 - b. the Texas Alcoholic Beverage Code; or
 - c. the Texas Penal Code.
- 22. The property owners and managers should contact the Lewisville Police Department when an individual is trespassing to issue a trespass warning and, upon a second warning, an arrest for trespassing.
- 23. The property owners and managers should cooperate with the Lewisville Police Department by reporting all incidents of criminal activity promptly, which includes meeting with the assigned Lewisville Police Department Neighborhood Resource Officer and providing said officer with detailed monthly written reports.