

CITY OF MESQUITE,
Plaintiff,

v.

CC HILLCREST, LLC.;
SUMMIT HILLCREST
APARTMENTS, LTD.;
HILLCREST GP, LLC and
2119 Hillcrest St.,
Mesquite, Texas, 75149 *in rem*,
Defendants

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

44TH JUDICIAL DISTRICT

**AGREED TEMPORARY INJUNCTION AGAINST DEFENDANTS
CC HILLCREST, LLC.; SUMMIT HILLCREST, LTD.; HILLCREST GP, LLC
AND 2119 HILLCREST ST., MESQUITE, TEXAS 75149 *in rem***

CAME ON THIS DAY TO BE HEARD the Application for Temporary Injunction of Plaintiff the City of Mesquite (the “City” or “Plaintiff”) against Defendants CC Hillcrest LLC (“CC”); Summit Hillcrest Apartments, Ltd; Hillcrest GP, LLC; and 2119 Hillcrest Street, Mesquite, Texas, 75149, *in rem*, (the “Property”) (collectively, the “Defendants”, with the City, the “Parties”). Upon consideration of the pleadings, evidence, arguments, the agreement of the Parties, the Court finds good cause to enter this Agreed Temporary Injunction. The Court further finds the following:

The City is a home-rule municipal corporation situated mainly in Dallas County, Texas, incorporated and operating under the laws of the State of Texas.

Venue is proper and this Court has jurisdiction pursuant to sections 54.013 and 211.012 of the TEXAS LOCAL GOVERNMENT CODE.

Defendant CC is a Texas limited liability corporation. Defendant Summit Hillcrest Apartments, Ltd. is a withdrawn foreign entity. Defendant Hillcrest GP, LCC is a terminated domestic entity.

Defendants collectively own the Property, and CC is the owner's representative controlling the Property, which is residential real property also known as the "Hillcrest Apartments" and more specifically described as:

Tract I:

BEING a 7.0409 acre tract of land situated in the W.H. ROWE SURVEY, ABSTRACT NO. 1256, City of Mesquite, DALLAS County, Texas, and being all of the Hillcrest Apartment Addition, an addition to the City of Mesquite according to the plat thereof recorded in Volume 71015, Page 1805, Map Records, DALLAS County, Texas, including:

Lot 1R and Lot 2, Block A, according to the Plat of Hillcrest Apartments; Block A, Lots 1R and 2, being a Replat of Hillcrest Apartments, recorded as Instrument No. 201100254235, Map Records, Dallas County, Texas; and

Tract II:

BEING a 12.0002 acre tract of land, situated in the W.H. ROWE SURVEY, ABSTRACT NO. 1256, City of Mesquite, DALLAS County, Texas, said Tract being a portion of the 28.353 acre remainder of the W.B. HAILEY 40.275 acre tract, conveyed as a second tract by deed dated May 21, 1920, recorded in Volume 838, Page 326, Deed Records of DALLAS County, Texas.

The Property consists of a multi-family apartment complex, zoned and operating as the same.

The following violations (the "Violations") of the Mesquite City Code, including the Mesquite Zoning Ordinance ("MZO"), and also including the 2015 International Property

Maintenance Code (“IPMC”), 2018 International Residential Code (“IRC”), and 2018 International Building Code (“IBC”) (collectively referred to as the “MCC”) as adopted and amended by the City, exist or have existed in the preceding six months at the Property:

- a. Failure to provide sufficient drainage to prevent standing water in violation of MCC § 7-58 (a)(4) and IPMC § 507;
- b. Failure to keep the premises clean and remove from the premises abandoned items, including but not limited to an abandoned motor vehicle, ice box, refrigerator, stove, glass, building material and fixtures, building rubbish or similar items, weeds, dead trees, trash or garbage in violation of MCC § 7-58 (a)(5) and IPMC § 302.8
- c. Failure to keep all areas of the building, grounds, facilities and appurtenances in a clean, safe and sanitary condition in violation of MCC § 7-58 (a)(8) and IPMC § 308;
- d. Failure to maintain parking lots, fire lanes, driveways, sidewalks, porches, patios and other paved areas free from deterioration, holes, excavations, sharp protrusions or any other object or condition which may cause injury to a person in violation of MCC § 7-58 (a)(9) and IPMC § 304.10;
- e. Failure to protect the exterior surfaces of a structure that are subject to decay by application of paint or other coating in violation of MCC § 7-58 (b)(1) and IPMC § 304.6;
- f. Failure to provide and maintain railings for stairs, steps, balconies, porches and elsewhere as specified in the Mesquite City Code as well as the International Building Code, International Residential Code or International Property Maintenance Code, as amended by the Mesquite City Code, in violation of MCC § 7-58 (b)(2) and IPMC § 304.2;
- g. Failure to maintain the structure free from holes, cracks and other defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies in violation of MCC § 7-58 (b)(3) and IPMC § 304.12;
- h. Failure to maintain all dwelling units in a weather tight and watertight condition in violation of MCC § 7-58 (b)(4) and IPMC § 304.1,1(8);
- i. Failure to repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls and ceilings in violation of MCC § 7-58 (b)(7) and IPMC § 305.3;
- j. Failure to provide roofs so that they are structurally sound, maintained in a safe condition and have no defects which might admit rain or cause dampness in the walls or building interior in violation of MCC § 7-58 (b)(9) and IPMC § 304.7;

- k. Failure to provide and maintain every window and exterior door so it is weather tight, watertight and rodent-proof, and kept in sound working condition and good repair in violation of MCC § 7-58 (b)(13) and IPMC § 304.13;
- l. Failure to provide every exterior door with properly installed hardware that is maintained to ensure reasonable ease of operation to open, close and secure in an open or closed position, as intended by the manufacturer of the door and the attached hardware in violation of MCC § 7-58 (b)(14) and IPMC § 304.15;
- m. Failure to maintain painted exterior surfaces free of flaking, chipping, peeling and fading paint in violation of MCC § 7-58 (b)(18) and IPMC 304.2;
- n. Failure to provide every window and exterior door with security devices complying with Chapter 92 of the Texas Property Code in violation of Chapter 92 of the Texas Property Code, MCC § 7-58 (b)(19), and IPMC 304.18.2;
- o. Failure to provide and maintain in working order connections to discharge sewage from a structure or land into a public sewer system § 7-58 (c)(1) and IPMC 506.1;
- p. Failure to provide and maintain a device to supply hot water of a constant minimum temperature of one hundred twenty (120) degrees Fahrenheit within each dwelling unit in violation of § 7-58 (c)(4) and IPMC § 505.1;
- q. Failure to provide and maintain in working order a kitchen sink, bathtub or shower and lavatory in each dwelling unit and connect them to a cold and hot water source in violation of § 7-58 (c)(5) and IPMC § 502.1;
- r. Failure to provide and maintain heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of a dwelling unit in violation of MCC § 7-58 (c)(7) and IMPC 602.2;
- s. Failure to provide and maintain air conditioning equipment capable of maintaining a maximum inside temperature at least twenty (20) degrees cooler than the outside temperature, at all times at or below eight-five (85) degrees Fahrenheit in violation of MCC § 7-58 (c)(8) and IPMC § 603.1;
- t. Failure to provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures in violation of MCC § 7-58 (c)(11) and IPMC § 601.2;
- u. Failure to maintain all electrical, plumbing, heating, cooking, refrigeration and other facilities supplied by the landlord in good working condition at all times in violation of MCC § 7-58 (c)(12) and IPMC § 102.2;
- v. Failure to provide and maintain approved smoke detectors in each dwelling unit. The smoke detectors must be among those on an approved list maintained by the Building Official, and must be installed in accordance with local adopted codes in violation of MCC § 7-58 (c)(13) and IPMC § 704.2;
- w. Failure to maintain exterior illumination at all appropriate points in violation of MCC § 7-58(c)(14) and IPMC § 401.2;

- x. Failure to eliminate rodents and vermin in or on the land using methods specified by the MCC in violation of MCC § 7-58(d)(1) and IPMC § 302.5;
- y. Failure to keep the interior of a structure or portion of a structure free from insects, rodents and vermin in violation of MCC § 7-58 (d)(3) and IPMC § 309.1;
- z. Failure to maintain continuously operable sanitary sewer system and take immediate action to clear stoppages and partial blockages of all sanitary sewer systems in violation of MCC § 7-58 (d)(6) and IPMC § 506.2;
- aa. Failure to maintain in operable condition, in compliance with the International Fire Code, all systems, devices and equipment provided on the property to detect fire, smoke and carbon monoxide, to actuate an alarm or to suppress or control a fire, or any combination thereof in violation of MCC § 7-58 (d)(7) and IPMC § 701.2;
- bb. Failure to remediate and or remove substances bearing the appearance of mold using methods acceptable to the Building Official, including cleaning and treatment as specified by the MCC, in violation of MCC § 7-58 (d)(8);
- cc. Failure to maintain the shared or common areas of the dwelling and premises in a clean and sanitary condition MCC § 7-58 (d)(9) and IPMC § 304.1;
- dd. Failure to maintain premises from unhealthy, unsanitary or grossly unsightly conditions as to constitute a substantial deterioration of property values or render living conditions in the neighborhood unsuitable over a prolonged period, in violation of MCC §10-169 and IPMC § 305.1; and
- ee. Failure to pave, mark and maintain all parking spaces and access drives, in such condition as to be maintained free from hazardous conditions in violation of MZO 3-402.

The Violations relate to preservation of public health and safety, building and construction elements, dangerous damage to structures or improvements, and zoning. Persons other than the Defendants and property other than that of the Defendants will suffer adverse health impacts and/or risk substantial danger of injury, unless Defendants comply with the ordinances and eliminate the Violations.

IT IS THEREFORE ORDERED that the Defendants eliminate all Violations by **June 10, 2022** at 9:00 a.m. and maintain the Property free from the Violations thereafter.

IT IS FURTHER ORDERED that if Defendants fail to eliminate all Violations and / or maintain the Property free from the same thereafter, that Defendant CC Hillcrest, LLC is ordered to provide to any affected tenant, within three (3) hours of written notice by either the affected

tenant or the City, and at Defendant CC Hillcrest, LLC's cost and expense, alternate accommodations which meet the minimum standards of habitability stated within the MCC, until such time as the Property or the affected tenant's unit, as applicable, complies with the Mesquite City Code and the terms of this temporary injunction.

IT IS FURTHER ORDERED that immediately, and continuously for the duration of, and notwithstanding any other provision of, this temporary injunction, for any tenant of the Property affected by any one or more of the four conditions identified immediately below, Defendant CC Hillcrest, LLC is ordered to provide to the affected tenant, within three (3) hours of written notice by either the affected tenant or the City and at Defendant CC Hillcrest, LLC's cost and expense, alternate accommodations which meet the minimum standards of habitability stated within the MCC, until such time as the Property or the affected tenant's unit, as applicable, complies with the Mesquite City Code:

- 1) Any dwelling unit that is not provided air conditioning equipment capable of maintaining a maximum inside temperature at least twenty (20) degrees cooler than the outside temperature, and at all times at or below eight-five (85) degrees Fahrenheit in each room of the dwelling unit in working order, operable and immediately capable of providing less than the maximum temperature;
- 2) Any dwelling unit that is not provided heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of the dwelling unit in working order, operable and immediately capable of providing more than the minimum temperature;
- 3) Any dwelling unit that is not provided a device to supply and maintain hot water of a constant minimum temperature of one hundred twenty (120) degrees Fahrenheit to each

sink, bathtub, shower, and / or lavatory in working order, operable and immediately capable of meeting the minimum temperature;

- 4) Any dwelling unit with two hundred feet (200') of sewage discharged on land in any manner other than through a functioning sanitary sewer system, if the sewage has been discharged on land in excess of two (2) hours. The distance of two hundred feet (200') from a dwelling unit shall be measured horizontally from the outer edge of the sewage location to the outer edge of the building, and shall include all dwelling units 'from the earth to the sky', meaning no distance distinction exists between any first, second, third, or any other floor dwelling unit. Further, the two hundred feet (200') shall be interpreted as including any physical attribute of a dwelling unit, meaning the furthest physical component of any dwelling unit including the façade, veneer, balcony fence or other component of a dwelling unit is intended to be covered within the distance interpretation.

IT IS FURTHER ORDERED if notice of any of the conditions requiring alternate accommodations, as specified within this temporary injunction, is provided outside of the regular operating hours of Defendant CC Hillcrest, LLC's business office for the Property, as defined below, that the three (3) hours of written notice required in the immediately preceding paragraph shall be considered satisfied if also provided telephonically to (972) 288-4446. For the purposes of this Temporary Injunction, the regular operating hours of Defendant CC Hillcrest, LLC's business office at the Property shall mean 8:00 a.m. to 5:30 p.m. Monday through Friday, not including any day on which the United States Post Office is closed for holidays.

IT IS FURTHER ORDERED that Defendant CC Hillcrest, LLC shall employ a third-party servicer to receive and evaluate any and all claims for alternate accommodations under this

temporary injunction and place the affected tenant into alternate accommodations within the timeframes listed herein. Evaluation of such claims shall consist of determining if the complaint falls within the terms of this temporary injunction. The Parties shall agree to such third-party by 5:00 p.m. on Tuesday, April 12, 2022, or this Court shall appoint such third-party as it deems appropriate. If at any time the third-party is not established, or in any other way rendered unable to perform the duty of placement into alternate accommodations, such impairment shall in no way be construed as relieving Defendant CC Hillcrest LLC of the requirement to provide alternate accommodations. The third-party shall have a duty, and be informed of the same by Defendant CC Hillcrest, LLC, to provide the City with all requests for accommodation and information confirming the placement into alternate accommodations, or if accommodations are not provided the specific reasoning for the same, contemporaneously with the processing of the complaint, and to the City as shall be designated in writing by the City.

IT IS FURTHER ORDERED that Defendant CC Hillcrest, LLC shall provide notice of this temporary injunction and a summary of the contents herein to all residents on the Property. Nothing in this order shall be construed as limiting the City from providing the same, and Defendants are expressly forbidden from interfering with the City's provision of such notice, should the City elect to provide the same, though the Court encourages the Parties to collaborate and provide such notice jointly, in a simple and understandable format.

IT IS FURTHER ORDERED that Defendant CC Hillcrest, LLC shall not place, nor shall the Property suffer to be placed, any tenant into a dwelling unit on the Property which is presently vacant or becomes vacant during the pendency of this Temporary Injunction without first obtaining inspection of the dwelling unit by the City and written verification by the City that the dwelling unit complies with the MCC and is authorized for occupation.

IT IS FURTHER ORDERED that the City is hereby permitted all such access to the Property as presently authorized, and access to any specific dwelling unit on the Property within forty-eight (48) hours' written notice from the City to Defendant CC Hillcrest, LLC, or immediately for any emergency condition as documented in writing.

IT IS FURTHER ORDERED that the City is hereby granted full access to the entire Property to complete a full inspection of the Property, including but not limited to the inspection of each dwelling unit, beginning on **June 13, 2022**, and continuing until completed, with the limitation that access to dwelling units shall cease at 5:30 p.m. and begin anew at 8:30 a.m. on the subsequent day, and not including Saturday or Sunday, unless specifically authorized by the tenant of the dwelling unit. Defendant CC Hillcrest, LLC is required and hereby ordered to take all necessary steps to provide such access including notice to all tenants on the Property and accompanying City agents during the inspection to provide access.

No bond is required to be posted by Plaintiff, City of Mesquite. See Tex. Civ. Prac. Rem. Code § 6.002; Mesquite City Charter, art. III, §9.

The Permanent Injunction Hearing and Full Trial on the Merits is set for _____
January 30, 2023 at 9:00 (a.m.)~~(p.m.)~~ in the 44th Judicial District Court of Dallas
County, Texas.

Signed this 6th day of April, 2022.



PRESIDING JUDGE

AGREED TO AS TO FORM AND SUBSTANCE:

/s/ Cody McCullar

Cody McCullar, Attorney for Plaintiff
The City of Mesquite

/s/ Catherine Keith

Catherine Keith, Attorney for Defendants
CC Hillcrest, LLC; Summit Hillcrest, Ltd.; Hillcrest GP; and
2119 Hillcrest Street, Mesquite, Texas 75149, *in rem*