

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

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| The Staff of the Missouri Public Service Commission, |) | |
| |) | |
| |) | |
| Complainant, |) | |
| |) | |
| v. |) | |
| |) | <u>Case No. WC-2010-</u> |
| Aspen Woods Apartment Associates, LLC, Barry |) | |
| Howard, Aspen Woods Apartments, Sapal |) | |
| Associates, Sachs Investing Co., Michael Palin, |) | |
| Jerome Sachs, and National Water & Power, Inc. |) | |
| |) | |
| Respondents. |) | |

COMPLAINT

COMES NOW the Staff of the Missouri Public Service Commission, by and through the Chief Staff Counsel's Office of the Missouri Public Service Commission, and pursuant to Section 386.390 RSMo 2000¹, for its *Complaint* respectfully states as follows:

Introduction

1. This Complaint arises from Respondents' unlawful provision of water and sewer services to the public for gain, without certification or other authority from the Missouri Public Service Commission (Commission).

Complainant

2. Complainant is the Staff of the Missouri Public Service Commission (Staff), acting through the Commission's Chief Staff Counsel Office (CSCO) as authorized by Section 386.390.1 and Commission Rule 4 CSR 240-2.070(1). Section 386.390.1 provides that a "Complaint may be made...in writing, setting forth any act or thing done or omitted to be done by

¹ All statutory references are to the Missouri Revised Statutes (2000) unless otherwise stated.

any corporation, person or public utility...in violation, or claimed to be in violation, of any provision of law, or of any rule or order or decision of the commission...."

Respondents

3. Respondent Aspen Woods Apartment Associates, LLC (Aspen Associates) is a domestic limited liability company for the purpose of real estate investment, listed in active status with the Missouri Secretary of State (SOS). Aspen Associates' principal place of business and mailing address is 770 Township Line Road, Suite 150, Yardley, PA 19067. Aspen Associates' registered agent in Missouri is CSC-Lawyers Incorporating Service Company, and may be served at 221 Bolivar Street, Jefferson City, MO 65101.

4. Respondent Barry Howard (Howard) is listed as organizer of Aspen Associates in the Articles of Organization filed with the Missouri SOS on September 7, 2006. Mr. Howard's address is 770 Township Line Road, Suite 150, Yardley, PA 19067.

5. Respondent Aspen Woods Apartments (Aspen Apartments) is a business organization that engages in business in the State of Missouri under a fictitious name domestic registration listed in active status with the Missouri SOS, however the fictitious registration expired on August 28, 2009, and does not list a registered agent. Aspen Apartments' business and mailing address is 2990 Santiago Drive, Florissant, MO 63033.

6. Respondent Sapal Associates (Sapal), a New York General Partnership, owns 50 percent interest in Aspen Apartments. Sapal's mailing address and principal place of business is 155 E. 55th Street, Suite 5-F, New York, NY 10022.

7. Respondent Sachs Investing Co., (Sachs Investing) a New York General Partnership, owns 30 percent interest in Aspen Apartments. Sachs Investing's mailing address and principal place of business is 155 E. 55th Street, Suite 5-F, New York, NY 10022.

8. Respondent Michael Palin (Palin) owns 10 percent interest in Aspen Apartments. Mr. Palin's mailing address and principal place of business is 155 E. 55th Street, Suite 5-F, New York, NY 10022.

9. Respondent Jerome Sachs (Sachs) owns 10 percent interest in Aspen Apartments. Mr. Sachs' mailing address and principal place of business is 155 E. 55th Street, Suite 5-F, New York, NY 10022.

10. Respondent National Water & Power, Inc. (NWP) is a foreign for profit corporation, administratively dissolved by the Missouri SOS on August 29, 2006, for failure to file a correct and current annual report. NWP's principal place of business is 22 Executive Park, Irvine, CA 92614. NWP's registered agent is The Corporation Company and may be served at 120 South Central Avenue, Clayton, MO 63105.

11. Respondent Aspen Associates, Respondent Aspen Apartments, Respondent Howard, Respondent Sapal, Respondent Sachs Investing, Respondent Palin, and Respondent Sachs are referred to herein, collectively, as "Apartment Respondents".

Allegations Common To All Counts

12. Aspen Apartments consists of an apartment complex with several buildings located on the following streets in Florissant, MO: Santiago Drive, Monfort Drive, Nottingham Row, Sir Christopher Lane, and New Halls Ferry Road, collectively known as "the Aspen Apartment Properties". *See* Exhibit A.²

13. The Aspen Apartment Properties consist of approximately 452 units ranging from one bedroom apartments to three bedroom townhouses. *See* Exhibit A.

14. Apartment Respondents own, operate, manage and/or control the Aspen Apartment Properties' buildings individually and/or jointly.

² All Exhibits attached hereto are fully incorporated herein by reference as though fully set out.

15. Pursuant to Section 386.020 (60) RSMo (Supp. 2008), a “water system” includes:

All...pipes, flumes, canals, structures and appliances, and all other real estate, fixtures and personal property, owned, operated, controlled or managed in connection with or to facilitate the diversion, development, storage, supply, distribution, sale, furnishing or carriage of water for municipal, domestic or other beneficial use.

16. Pursuant to Section 386.020 (59) RSMo (Supp. 2008), a “water corporation”

includes:

every corporation, company, association, joint stock company or association, partnership and person, their lessees, [or] trustees...owning, operating, controlling or managing any plant or property, dam or water supply, canal, or power station, distributing or selling for distribution, or selling or supplying for gain any water....

17. Pursuant to Section 386.020 (50) RSMo (Supp. 2008), a “sewer system”

includes:

all pipes, pumps, canals, lagoons, plants, structures and appliances, and all other real estate, fixtures and personal property, owned, operated, controlled or managed in connection with or to facilitate the collection, carriage, treatment and disposal of sewage for municipal, domestic or other beneficial or necessary purpose....

18. Pursuant to Section 386.020 (49) RSMo (Supp. 2008), a “sewer corporation”

includes:

every corporation, company, association, joint stock company or association, partnership or person, their lessees, [or] trustees...owning, operating, controlling or managing any sewer system, plant or property, for the collection, carriage, treatment, or disposal of sewage anywhere within the state for gain, except that the term shall not include sewer systems with fewer than twenty-five outlets....

19. Pursuant to Section 386.020 (43) RSMo (Supp. 2008), “Public utility” includes

every...water corporation...and sewer corporation...and each thereof is hereby declared to be a public utility and to be subject to the jurisdiction, control and regulation of the commission and to the provisions of this chapter....”

20. Pursuant to Section 386.020 (48) RSMo (Supp. 2008), “Service” includes:

not only the use and accommodations afforded consumers or patrons, but also any product or commodity furnished by any corporation, person or public utility and the plant, equipment, apparatus, appliances, property and facilities employed by any corporation, person or public utility in performing any service or in furnishing any product or commodity and devoted to the public purposes of such corporation, person or public utility, and to the use and accommodation of consumers or patrons....

21. Residents of the Aspen Apartment Properties receive water and sewer service through the use of the buildings' water and sewer systems.

22. The Aspen Associates' Apartment Lease Contract sets out that a resident must promptly notify the Aspen Associates' designated representative of "overflowing sewage, uncontrollable running water...water leaks...or other conditions that pose a hazard to property, health, or safety." *See Exhibit B*³, Paragraph 25.

23. Additionally, Paragraph 25 of the lease states that Aspen Associates:

...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 avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you [the resident(s)] must notify our representative immediately.

24. The Apartment Respondents obtain water for the Aspen Apartment Properties from Missouri American Water Company (Missouri-American), a Missouri corporation originally certificated on December 30, 1983, by the Commission in Case No. WM-84-22.

25. The Apartment Respondents obtain wastewater management for the Aspen Apartment Properties from the Metropolitan St. Louis Sewer District (MSD).

26. Both Missouri-American and MSD send bills for each building of the Aspen Apartment Properties to the Apartment Respondents at the mailing address of 2990 Santiago Drive, Florissant, MO 63033-2659.

³ Complainant redacted Exhibits B, C, and E to maintain consumer confidentiality. The Complainant retains the originals of said exhibits.

27. The Apartment Respondents contract with Respondent NWP to provide utility billing services to the residents of the Aspen Apartment Properties. *See* Exhibits C and D.

28. Aspen Associates' Apartment Lease Contract includes a legally controlling Utility Addendum for water and sewer service, with billing calculated by Respondent NWP based on square footage, usage and occupancy per apartment home. *See* Exhibit C, Paragraph 9.

29. In Paragraph 2 of Exhibit C, the Utility Addendum specifies that the Apartment Respondents or Respondent NWP "...will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we at our sole discretion may change the above methods of determining your allocated share of the utility services, by written notice to you."

30. Further, the Utility Addendum, Exhibit C, beginning in paragraph 3 sets out that a customer must pay a utility bill issued by the Apartment Respondents or Respondent NWP

within 5 days of the date when the utility bill is issued...or the payment will be late. If a payment is late, you will be responsible for a late fee in the amount of \$ [left blank]. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any utility bill or set-up charge or initiation fee by our billing company, you shall pay such fees in the amount of \$ 10.00.

31. Paragraph 4 of the Utility Addendum provides:

You [resident(s)] will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$3.25.

32. Paragraph 5 of the Utility Addendum provides “[w]hen you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.” *See* Exhibit C.

33. Respondent NWP’s letter explains the responsibility of customers for payment of the following fees: a Monthly Service Fee of \$3.02; a Late Fee of \$7.00 if payment is not received by the due date provided by Respondent NWP on the residents’ bills; a Returned Check Fee of \$25.00; and a one-time only New Account Fee of \$10.00. *See* Exhibit D.

34. A review of customer accounts shows Respondent NWP has charged customers the stated monthly service fee of \$3.02, late fees, and a new account fee of \$10.00. *See* Exhibit E.

35. Respondent NWP’s service bill to each customer states “[t]he bill you have received is from NWP Service Corporation, a provider of billing and collection services for the apartment community where you reside as disclosed in your lease, and is not from the retail public utility.” *See* Exhibit E.

36. Respondent NWP’s service bill to each customer also includes billing dispute information mandating billing disputes be submitted in writing to NWP “...no later than 45 days after the billing date on which the error or problem appeared” to preserve a customer’s “rights”, and be investigated by NWP. However, no timelines or requirements are set out for NWP’s responses. *See* Exhibit E.

37. Respondent NWP’s service bill to each customer includes contact information for NWP’s Resident Services Department where a customer can make inquiries, and find service, conservation, billing, and other information regarding a bill. *See* Exhibit E.

**COUNT I: Apartment Respondents and Respondent NWP
Are Subject to Regulation by the Commission**

38. Complainant hereby adopts by reference and re-alleges the allegations set out in Paragraphs one (1) through thirty-seven (37) above.

39. Apartment Respondents and Respondent NWP, individually and/or jointly, are a water corporation and sewer corporation owning, operating, managing and/or controlling the Aspen Apartment Properties' water and sewer services for gain as defined in Sections 386.020 (59) and (49), respectively, and thus public utilities as defined in Section 386.020 (43), RSMo (Supp. 2008) and are subject to the Commission's jurisdiction.

WHEREFORE, the Staff prays that the Commission will give notice to the Apartment Respondents and Respondent NWP as required by law and after hearing, find that some or all of the Apartment Respondents and Respondent NWP are individually and/or jointly a water corporation and a sewer corporation within the intendments of Section 386.020 (49) and (59) RSMo (Supp. 2008), and thus public utilities within the intendments of Section 386.020 (43) RSMo (Supp. 2008) subject to the jurisdiction, regulation and control of this Commission.

**COUNT II: Unauthorized Provision of Water and Sewer Services and Rates
by Apartment Respondents and Respondent NWP**

40. Complainant hereby adopts by reference and re-alleges the allegations set out in Paragraphs one (1) through thirty-nine (39) above.

41. Section 393.170 provides in part, "1. No...water corporation or sewer corporation shall begin construction of a...water system or sewer system without first having obtained the permission and approval of the commission."

42. Neither the Apartment Respondents nor Respondent NWP individually or jointly possess a Certificate of Convenience and Necessity issued by this Commission authorizing the

Respondents to provide water or sewer services to the public for gain in the Aspen Apartment Properties service area. Apartment Respondents and Respondent NWP, individually and/or jointly have violated Section 393.170 by the conduct described above.

43. Section 393.130.1 RSMo (Supp. 2008) provides “[a]ll charges made or demanded by any such...water corporation or sewer corporation for...water, sewer or any service rendered or to be rendered shall be just and reasonable and not more than allowed by law or by order or decision of the commission.”

44. Section 393.140 (11) grants the Commission the power to require all water and sewer corporations to file with the Commission all rates and charges made or otherwise enforced, along with any supplemental agreements, rules or regulations.

45. Apartment Respondents and Respondent NWP, individually and/or jointly have violated Sections 393.130.1 and 393.140 (11) by the conduct described above.

46. Section 393.150 provides that the Commission may, with or without complaint, enter upon a hearing to determine the propriety of some or all of the Respondents’ water and sewer rates.

WHEREFORE, the Staff prays that the Commission will give notice to the Respondents as required by law, and after hearing, find that some or all of the Aspen Respondents and Respondent NWP, individually and/or jointly are subject to the Commission’s authority to set rates, and determine the just and reasonable rates to charge for Respondents’ water and sewer services.

COUNT III: Authority to Seek Penalties

47. Complainant hereby adopts by reference and re-alleges the allegations set out in Paragraphs one (1) through forty-six (46) above.

48. Section 386.570 provides:

1. Any corporation, person or public utility which violates or fails to comply with any provision...of this or any other law, or which fails, omits or neglects to obey, observe or comply with any order, decision, decree, rule, direction, demand or requirement...of the commission...such corporation, person or public utility, is subject to a penalty of not less than one hundred dollars nor more than two thousand dollars for each offense.

2. Every violation...by any corporation or person or public utility is a separate and distinct offense, and in case of a continuing violation each day's continuance thereof shall be and be deemed to be a separate and distinct offense.

3. In construing and enforcing the provisions of this chapter relating to penalties, the act, omission or failure of any officer, agent or employee of any corporation, person or public utility, acting within the scope of his official duties of employment, shall...be deemed to be the act, omission or failure of such corporation, person or public utility.

49. Section 386.600 provides, in part,

“[a]n action to recover a penalty...or to enforce the powers of the commission...may be brought in any circuit court in this state...and shall be commenced and prosecuted to final judgment by the general counsel...”

WHEREFORE, the Staff prays that the Commission will give such notice to the Respondents as is required by law and, after hearing, in the event that any of the conduct herein described is determined to be a violation of any law of the State of Missouri or of any order, decision, or rule of the Commission, deem each day that such violation existed to be a separate offense and authorize its General Counsel to proceed in Circuit Court to seek such penalties as are authorized by law.

Respectfully submitted,

/s/Jennifer Hernandez

Jennifer Hernandez

Legal Counsel

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113 One Bdrm
 56 Two Bdrm/One Bath
 56 Two Bdrm/Two Bath
 187 Two Bdrm Thouse
 40 Three Bdrm Thouse
 452 Units Total



Aspen Woods

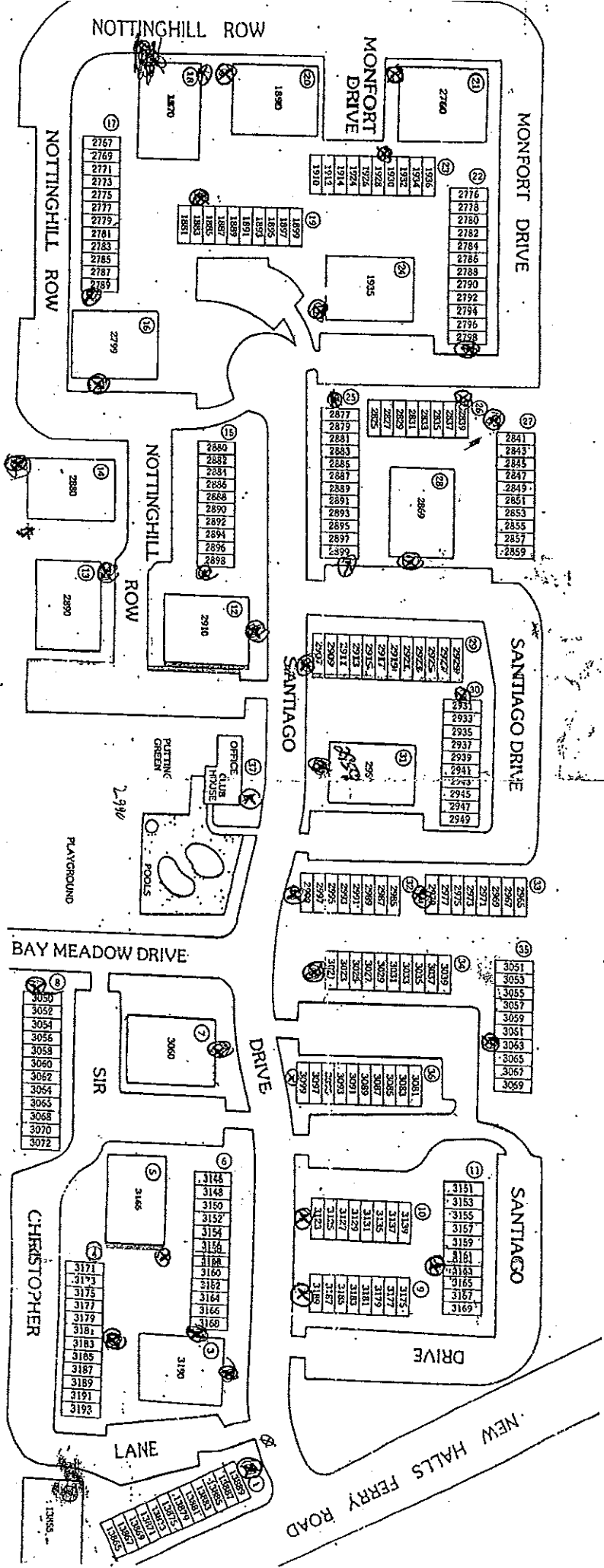
Townhouses and Garden Apartments

TWO LAUNDRIES:

2990 Santiago (open 24 hours)

TWO STORAGE AREAS:

1935 Monfort
2880 Nottingham Row





Apartment Lease Contract



Date of Lease Contract: 2009
(when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In - General Information

1. **PARTIES.** This Lease Contract is between you, the resident(s) (for all people signing the Lease Contract):

[Redacted]
and so, the owner:
Aspen Woods Apartment Associates, LLC

(name of apartment community or file holder). You've agreed to rent Apartment No. [Redacted] at [Redacted]

(city, Missouri).
(zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (if all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than consecutive days 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, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the [Redacted] day of [Redacted] (year), and ends at midnight the [Redacted] day of [Redacted], 2010 (year). This Lease Contract will automatically renew month-to-month unless either party gives at least [Redacted] days written notice of termination or intent to move-out as required by paragraph 36. If the number of days isn't filled in, at least one month notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 200.00, due on or before the date this Lease Contract is signed. The deposit may be commingled with other funds and shall bear no interest.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 1 mailbox key(s), and 1 other access device for [Redacted]. Your apartment will be (check one):
☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ [Redacted] per month for rent, payable in advance and without demand:

- ☒ at the on-site manager's office, or
☐ at our online payment site, or
☐ at [Redacted]

Pro-rated rent of \$ [Redacted] is due for the remainder of the (check one):
☐ 1st month or ☒ 2nd month, on [Redacted] (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$ 75.00 plus a late charge of \$ 1.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 50.00 for each returned check, plus initial and daily late

charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☐ trash ☐ cable TV ☐ other [Redacted]

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment or provided by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricanes, negligence of other residents, occupants, or invited/uninvited guests or vandals unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are (check one) ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request:

- ☒ keyed deadbolt lock ☐ doorviewer
☐ keyless deadbolt ☐ sliding door pinlock
☐ sliding door bar

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant, or if you have requested that we repair, install, change or rekey the same device(s) during the 30 days preceding your request and we have complied with your request.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

[Redacted]

See page 4 for additional special provisions.

11. **EARLY MOVE-OUT/RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ 1500.00 (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in paragraph 22 or 36 or
(2) move out without paying rent in full for the entire Lease Contract term or renewal period or
(3) move out at our demand because of your default or
(4) are judicially evicted.

The reletting charge is not a disincentive for and does not release you from your obligations under this Lease Contract. See the final paragraph of page 2.

Not a Release. The retelling charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the retelling charge is a reasonable estimate of such damages and that the charge is due whether or not our retelling attempts succeed. If no amount is stipulated, you must pay our actual retelling costs so far as they can be determined. The retelling charge does not release you from continued liability for future or past-due rent charges for cleaning, repairing, repainting, or unrecovered keys or other sums due.

12. DAMAGES AND REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional contact by you or your invitees, guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to floors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from water stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. REMOVAL AFTER ABANDONMENT. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you abandon the apartment (see definitions in paragraph 41). For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. Any property of yours remaining in or on the premises after you abandon the premises may be removed or disposed of without liability.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules

allowed under paragraph 17. If, at least 5 days before the advance notice period referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 34.

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

17. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not charge dollar amounts on page 1 of this Lease Contract.

18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

19. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise 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; displaying or possessing a gun, knife, or other weapon in the common areas in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us or others.

20. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles

allowed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other residents' or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

21. RELEASE OF RESIDENT. Unless you're entitled to terminate this Lease Contract under paragraphs 11, 15, 22, 30, or 35, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residence, loss of employment or bad health.

22. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, (iii) given temporary duty orders in excess of ninety days duration assigning you to a location at least twenty-five miles from the leased residence, or (iv) relieved or released from active duty.

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with written notice that you are terminating on a specific date not less than fifteen days from the date of notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter from your commanding officer confirming the orders. The final lease payment due under the terminated lease shall be provided by the effective date of termination and shall be payable at such time as would have otherwise been required by the terms of the lease. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependent of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that (1) you do not already have deployment or change-of-station orders, (2) you will not

be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

23. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, 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. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must: for 24 hours a day during freezing weather: (1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water (faucets). You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to you violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

24. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute 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. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you also get our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screen locks, and 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 (whether or not we consent) become ours unless we agree otherwise in writing.

25. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS, IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable

running water, electrical shorts, or crime in progress). Our written notice or your oral request does not constitute a written request from you.

Our complying with or responding in any oral request regarding security or non-security matters doesn't waive the strict requirements for written notices under this Lease Contract. You must promptly notify us in writing of water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. 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 avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. All conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

26. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we're so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. No animal deposit will be required of authorized support animals. We will authorize a support animal for a disabled (handicapped) person. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. 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 defecating, odorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 31 and the Animal Addendum.

27. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, service, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

(1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and

(2) entry is for responding to your request making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, law marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

28. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

Replacements

29. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

(1) a letting charge will not be due;

(2) an administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; and

(3) you will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security

deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

30. RESPONSIBILITIES OF OWNER. We'll act with customary diligence for:

- (1) keep common areas reasonably clean, subject to paragraph 24;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under state statute by following this procedure:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and
- (d) if repair hasn't been made within 7 days, you may terminate this Lease Contract and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or (8) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 19.

Eviction. If you default for nonpayment of rent or reasons other than nonpayment of rent we may end your right of occupancy by giving you a written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any

resident; (4) personal delivery at the apartment to any occupant at least 15 years old; or (5) affixing the notice in the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract 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, past or future rent or other sums, or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 11, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorneys' fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

32. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that suppose security risks or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, lease, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. 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. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior in existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

33. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we; (2) the management company that represents us; or (3) any locator service that procured you for us is, at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the dwelling is located. The member is either an owner/management company member or an association member doing business as a locator service (whose name and address is disclosed at the end of this Lease Contract). If not, this Lease Contract is, at your option, voidable and unenforceable by us (except for property damages); and 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 Contract is automatically renewed on a month-to-month basis two or more times after membership in the above associations has lapsed; and (2) neither the owner nor the management company is a member of such associations at the time of the third automatic renewal.

Security Guidelines for Residents

15. **SECURITY GUIDELINES.** We would like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense to practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your door locks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are insecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, broken-wire lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock,

keyed deadbolt lock, sliding door pin lock, sliding door handle lock, and sliding door bar that you have.

16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when shopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is foolproof. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

36. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 21) except under the military clause (paragraph 24). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

37. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 31. You're prohibited by law from applying any security deposit in rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

38. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bedrooms, 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.

39. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has 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 refunding or accounting. We will give you reasonable written notice mailed to your last known address, or in person, of the date and time when we will inspect the premises following the termination of the lease.

40. **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 smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable 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; agreed reletting charges; 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 under paragraphs 4 and 25; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 30; and (3) a reletting fee if you have violated paragraph 11.

11. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** In accord with Missouri law, within 30 days after the date of termination of tenancy, we shall mail to your last known address: (1) the return of the full amount of the security deposit, or (2) a written itemized statement list of the rent and/or damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit, if any.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in when rent is paid-whichever date occurs first.

The premises will be deemed abandoned if (1) we reasonably believe that you have vacated the premises and do not intend to return; (2) the rent is due and unpaid for thirty days; and (3) we post written notice on the premises and mail to your last known address by certified mail, return receipt requested, a notice of our belief of abandonment as per Sec. 441.065, R.S. Mo.; and (4) you fail to pay rent or respond in writing to our notice within 10 days after the date of posting and deposit of such notice in the U.S. Mail, stating your intention not to abandon the premises.

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 property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights in property left in the apartment (paragraph 12), but do not affect our mitigation obligations (paragraph 32).

Signatures, Originals and Attachments

12. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- ☒ Animal Addendum
- ☒ Inventory and Condition Form
- ☒ Mold Addendum
- ☒ Enclosed Garage Addendum, dated _____
- ☒ Community Policies Addendum, dated _____
- ☐ Lease Contract Guaranty (_____ guaranties, if more than one)
- ☐ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: _____)
- ☐ Satellite Dish or Antenna Addendum
- ☐ Asbestos Addendum (if asbestos is present)
- ☐ Lead Hazard Information and Disclosure Addendum (federal)
- ☒ Utility Addendum
- ☐ Remote Control, Card or Code Access Gate Addendum, dated _____
- ☒ Lease Contract Buy-Out Agreement
- ☐ Intrusion Alarm Addendum, dated _____
- ☐ Other _____
- ☐ Other _____

Name and address of locator service (if applicable)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

2990 Santiago Drive

Florissant, MO 63033

(314) 991-2222

Date form is filled out (same as on top of page 1)

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 1).



Animal Addendum



Date: _____
(when this Addendum is added to)

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 your animal, you'll be held liable if it causes any damage or disturbs other residents.

1. DWELLING UNIT DESCRIPTION.

Unit No. _____ at _____
(street address)
_____, (city), Missouri,
_____, (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: _____
Owner's name: _____

Residents (list all residents): _____

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. CONDITIONAL AUTHORIZATION FOR ANIMAL.

You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ 300.00

will be charged. We (check one) ☐ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) ☐ does, or ☒ does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in Provision 4 of your Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent

(as stated in the Lease Contract) will be increased by \$ 25.00. The monthly rent amount in Provision 6 of the Lease Contract (check one) ☐ includes ☐ does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time non-

refundable fee of \$ 100.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent

and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defecating, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL. You may keep only the

animal described below. You may not substitute any other animal for this one. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, fish, rodent, or insect—into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

resident has no pets at this time.

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____

Address: _____

City/State/Zip: _____

Phone: _____

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate only in these designated areas: _____
- Outside, the animal may urinate or defecate only in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the dwelling unit, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.

- 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. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, 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'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. ADDITIONAL RULES. We have the right to 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.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 26 of the Lease Contract, including damages, eviction, and attorney's fees.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises 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.

15. REMOVAL OF ANIMAL. In some circumstances, we may allow an animal control officer or humane society representative to enter the dwelling unit and remove the animal if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water; or
- failed to care for a sick animal

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under paragraphs 26, 27 or 31 of the Lease Contract.

16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defecating, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

17. MOVE-OUT. When you move out, you'll pay for defecating, 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.

18. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal 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 Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 12. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

D. Peck





9. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Apartment Lease Contract.

Water and sewer submetering will be provided by National Water and Power. The billing is calculated based on square footage, usage and occupancy per apartment home. For new residents a \$10.00 setup fee will be charged the first month of billing. A standard service fee of \$3.25 is included on each billing statement.

Resident Signature

Date 05

Resident Signature

Date 08

Resident Signature

Date

Resident Signature

Date

Management

Date 09





RECEIVED

APR 23 2009

Records
Public Service Commission

Dear Resident:

On behalf of your Apartment Community, NWP Services Corporation (NWP) is pleased to provide utility billing services for you and other residents at your apartment community. Per the lease agreement with your Apartment Community, you will receive a bill for utility services listed below. This letter provides you with an explanation of how NWP calculates your bill for each charge and a breakdown of any fees.

For each service you are billed, you will see the service name, followed by the methodology used and an explanation of how bills are calculated. The methodology is determined by your Apartment Community based on the specific characteristics of your community. A breakdown of any applicable fees will be listed at the end of the letter.

Allocated Water Service

50% Ratio Occupancy / 50% Square Footage

Your apartment community's Allocated Water Service utility invoices are allocated to residents based on a combination of a ratio formula based on previous studies of relative utility and assumes that two people use 1.6 times the water of one, etc. and square footage.

- To calculate your Allocated Water Service, all applicable property RUBS Water charges are totaled for the billing period.
- Property deductions or pro-rations are adjusted from the total charges, if applicable. This becomes the "net amount available to allocate".
- The ratio occupant count of each apartment unit is multiplied by the number of days the apartment unit was occupied during the bill period and totaled.
- The square footage of each apartment unit is multiplied by the number of days the apartment unit was occupied during the bill period and totaled.
- The "net amount available to allocate" is multiplied by the percentage value of the occupancy factor and then divided by the total ratio occupant count. This is the "daily per ratio occupant rate".
- The "net amount available to allocate" is multiplied by the percentage value of the square footage factor and then divided by the total square footage. This is the "daily per square footage rate".
- The "daily per square footage rate" is multiplied by the square footage of your apartment unit and the number of billing days for which you are responsible.
- The "daily per ratio occupant rate" is multiplied by the ratio number of occupants in your apartment unit and the number of billing days for which you are responsible.
- The square footage charge and the ratio occupant charge are added together. This is your Allocated Water Service for the billing period.

1 All methodologies explained in this letter are sample calculations only and may include additional factors. Any methodology used may be subject to change.

2 Property Deductions may include Common Area Deductions, Management Subsidies and/or Allocation Caps.

3 Pro-rations are calculated by dividing the apartment community's utility invoice by the number of days the Local Utility Provider billed the property for and multiplying the product by the number of days in the NWP bill period.

NWP Services Corporation (NWP) • P.O. Box 144 • St. Louis, MO 63103-0144

WWW.CARBON.COM

UNION OF APARTMENT OWNERS 12/2008

Allocated Sewer Service

50% Ratio Occupancy / 50% Square Footage

Your apartment community's Allocated Sewer Service utility invoices are allocated to residents based on a combination of a ratio formula based on previous studies of relative utility and assumes that two people use 1.6 times the water of one, etc. and square footage.

- To calculate your Allocated Sewer Service, all applicable properly RUBS Sewer charges are totaled for the billing period.
- Properly deductions or pro-rations are adjusted from the total charges, if applicable. This becomes the "net amount available to allocate".
- The ratio occupant count of each apartment unit is multiplied by the number of days the apartment unit was occupied during the bill period and totaled.
- The square footage of each apartment unit is multiplied by the number of days the apartment unit was occupied during the bill period and totaled.
- The "net amount available to allocate" is multiplied by the percentage value of the occupancy factor and then divided by the total ratio occupant count. This is the "daily per ratio occupant rate".
- The "net amount available to allocate" is multiplied by the percentage value of the square footage factor and then divided by the total square footage. This is the "daily per square footage rate".
- The "daily per square footage rate" is multiplied by the square footage of your apartment unit and the number of billing days for which you are responsible.
- The "daily per ratio occupant rate" is multiplied by the ratio number of occupants in your apartment unit and the number of billing days for which you are responsible.
- The square footage charge and the ratio occupant charge are added together. This is your Allocated Sewer Service for the billing period.

Fees

You are responsible for the following fees:

A Service Fee of \$3.02

A Late Fee of \$7.00 - if payment is not received by the due date

A Returned Check Fee of \$25.00 - if non-sufficient fund apply

A New Account Fee of \$10.00 - one time only

Contact Information

If you have any questions about your billing methodology, please contact Customer Service at (800) 845-6767 from Monday to Friday between 6:00am and 6:00pm (Pacific Time) or via email at residentservices@nwpsc.com. You may also access your account on our website at www.nwpsc.com. NWP Services Corporation (NWP) is committed to providing you the highest quality of service and customer satisfaction. We look forward to having you as a customer.

Please retain this document for your records. Thank you!

Sincerely,

Resident Services
NWP Services Corporation (NWP)

NWP Services Corporation (NWP) • P.O. Box 8888 • Irvine, CA 92612-8888
www.nwpsc.com

Printed on Recycled Paper



NWP
services corporation

| | | | |
|------------------|-----------------------|-------------|----|
| CUSTOMER ACCOUNT | [REDACTED] | | |
| CUSTOMER NAME | [REDACTED] | | |
| SERVICE ADDRESS | [REDACTED] | | |
| BILLING PERIOD | 02/01/2009-02/28/2009 | DAYS BILLED | 28 |

| SERVICE TYPE | DESCRIPTION | AMOUNT |
|-------------------------|-------------|------------|
| Allocated Water Service | | [REDACTED] |
| Allocated Sewer Service | | [REDACTED] |
| Service Fee | | [REDACTED] |
| New Account Fee | | [REDACTED] |
| Total Current Charges: | | [REDACTED] |
| Previous Balance: | | [REDACTED] |
| Payments: | | [REDACTED] |
| Credits: | | [REDACTED] |
| Late Fees: | | [REDACTED] |
| DUE DATE: | | 04/16/2009 |
| NET AMOUNT DUE: | | [REDACTED] |

| CUSTOMER INFORMATION |
|--|
| Resident account and payment information available at www.nwpssc.com . |
| Enroll in our eBill service TODAY. Go Green, Go Paperless! Visit us online at www.nwpssc.com . |

| INFORMATION CENTER |
|---|
| <ul style="list-style-type: none">NWP is pleased to provide billing services to you on behalf of your apartment community.To view resident account information and enroll in paperless billing, visit our website at www.nwpssc.com.Conservation Tip of the Month: Turning off the water while shaving can save more than 100 gallons a week. |

See reverse for disclosures and resident services contact information. Please write your account number on your check or money order to ensure accurate processing.
Refiérase por favor a la espalda de esta factura para ayuda en español o usted puede llamar 800-845-6767

↑ PLEASE DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT ↑

Madison at Aspen Woods
2990 Santiago Drive
Florissant, MO 63033



NWP SERVICES CORP
PO BOX 553178
DETROIT, MI 48255-3178

| | |
|------------------|------------|
| CUSTOMER ACCOUNT | [REDACTED] |
| NET AMOUNT DUE | [REDACTED] |
| BILLING DATE | 03/25/2009 |
| DUE DATE | 04/16/2009 |

LATE FEE APPLIED IF PAYMENT RECEIVED AFTER DUE DATE
MAKE CHECKS PAYABLE TO NWP SERVICES CORPORATION



BILLING INFORMATION

The bill you have received is from NWP Services Corporation, a provider of billing and collection services for the apartment community where you reside as disclosed in your lease, and is not from the retail public utility. You are responsible for payment of the net amount due. Your bill shows the beginning and ending dates for each billing period, the date the bill was mailed (Bill Date), and the amount of the bill and the date by which your payment must be received (Due Date).

BILLING DISPUTES

If you have called us with questions, you think your bill is still wrong, or you need more information about a transaction on your bill, write to us on a separate sheet of paper. Send it to the address below. Write us as soon as possible. We must hear from you no later than 45 days after the billing date on which the error or problem appeared. If we do not hear from you in writing within this time frame, we will assume that there is no dispute of any amounts due. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error. If you need more information to resolve a question, describe the item you are not sure about.

You do not have to pay any questioned amount while we are investigating it, but you are still obligated to pay those portions of your bill that are not in question. Upon receiving your written request within the 45 day period referenced above, we will investigate your dispute and send you verification of the debt. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you have questioned. Disputed amounts may still be reflected in your outstanding balance but are not owed while in dispute. No late fee has been assessed with respect to any such disputed amount.

Miami, Florida Customers: In the event of unresolved billing dispute with your property management office or NWP Services Corporation, contact the Consumer Protection Division: 1(305) 375-3677.

Maryland Customers: This bill is from your property management office listed on the front of this statement and is not from Washington Suburban Sanitary Commission.

Washington Customers: This bill is from your property management office listed on the front of this statement and is not from Seattle Public Utilities or Seattle City Light. Service fees are assessed to cover administrative expenses of the billing provider and are listed as a cumulative charge.

You may e-mail inquiries regarding your bill to:

residentservices@nwpsc.com

Be sure to include your name and account number in your email.

Send billing disputes and written inquiries to:

NWP Services Corporation

Attn: Resident Services

P.O. Box 19661

Irvine, CA 92623-9661

For service, conservation, billing and other information,

Please call toll free: (800) 845-6767

Hours: 6:00 A.M. – 6:00 P.M. Monday – Friday

For 24 hour Access to billing information:

Web Site: www.nwpsc.com

This communication is from a debt collector and information obtained will be used for this purpose.

SE HABLA ESPAÑOL

| | | | | | |
|--------------------|---------------------------|-------------------|-------------------|----------------|-----------------------|
| Amount Paid = | Cantidad de Dinero Pagado | Electricity = | Electricidad | Suite Number = | Número de Apartamento |
| Begin Read = | Lectura Principal | End Read = | Lectura Final | Total = | Total |
| Billing Date = | Fecha de Factura | Gas = | Gas | Trash = | Basura |
| Check Number = | Número de Cheque | Meter = | Contador | Usage = | Consumo |
| Customer Account = | Información del Cliente | Resident Number = | Número de Cliente | Water = | Agua |

Favor de no mandar dinero en efectivo y recuerde escribir su número de cuenta en su cheque. Favor de escribir sus cheques a nombre de a NWP Services Corporation. Para más información en español, favor de llamar al 800-845-6767. Le aconsejamos que visite nuestra página de Internet www.nwpsc.com la cual le ofrece folletos de conservación, copias de sus facturas y su historia de cuenta.

PAYMENTS

Payments must be made by mail to the mailing address listed on the bill. Mailing does not constitute payment and NWP Services Corporation assumes no liability for postal delay. Please note following:

- Payments not received by NWP on or before the due date are considered delinquent and are subject to late fees.
- You will be charged a Returned Check Fee for each check which is returned by your bank.
- If you do not pay this bill, NWP Services Corporation may notify the property owner. The apartment property owner may treat any non-payment as a breach of your rental lease agreement and take actions as provided for in your lease.
- PLEASE NOTE – Your payment by check may clear the bank electronically. This electronic payment occurs each time we receive a check from you. If you have any questions about this process please call us at 800-845-6767.



| ACCOUNT INFORMATION | | | |
|---------------------|-----------------------|-------------|----|
| CUSTOMER ACCOUNT | | [REDACTED] | |
| CUSTOMER NAME | | [REDACTED] | |
| SERVICE ADDRESS | | [REDACTED] | |
| BILLING PERIOD | 04/01/2009-04/30/2009 | DAYS BILLED | 30 |

| SERVICE TYPE | DESCRIPTION | AMOUNT |
|-------------------------|-------------|------------|
| Allocated Water Service | | [REDACTED] |
| Allocated Sewer Service | | [REDACTED] |
| Service Fee | | [REDACTED] |
| Total Current Charges: | | [REDACTED] |
| Previous Balance: | | [REDACTED] |
| Payments: | | [REDACTED] |
| Credits: | | [REDACTED] |
| Late Fees: | | [REDACTED] |
| DUE DATE: | | 06/18/2009 |
| NET AMOUNT DUE: | | [REDACTED] |

| CUSTOMER INFORMATION |
|---|
| <p>YOUR ACCOUNT IS 31-60 DAYS PAST DUE</p> <p>• Su cuenta es 31-60 días de vencidos.</p> <p>• Per your lease agreement, you are responsible for submitting your payment by your due date.</p> <p>• Submit Payments by Mail: P.O. BOX 553178 Detroit, Michigan 48255-3178 Website: www.nwpssc.com Phone: 888-817-7814</p> <p>• Resident account and payment information available at www.nwpssc.com.</p> <p>• A late fee has been assessed to your account.</p> <p>• To avoid late fees, please pay your bill in full every month.</p> |
| Enroll in our eBill service TODAY. Go Green; Go Paperless! Visit us online at www.nwpssc.com . |

| INFORMATION CENTER |
|---|
| <ul style="list-style-type: none">Conservation Tip of the Month: Save 200 to 300 gallons per month by capturing tap water while you wait for hot water to come down the pipes. Save the cold water in a watering can or jug to use later. |

See reverse for disclosures and resident services contact information. Please write your account number on your check or money order to ensure accurate processing.
Refiérase por favor a la espalda de esta factura para ayuda en español o usted puede llamar 800-845-6767

↑ PLEASE DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT ↑

Madison at Aspen Woods
2990 Santiago Drive
Florissant, MO 63033



NWP SERVICES CORP
PO BOX 553178
DETROIT, MI 48255-3178

| | |
|------------------|------------|
| CUSTOMER ACCOUNT | [REDACTED] |
| NET AMOUNT DUE | [REDACTED] |
| BILLING DATE | 05/27/2009 |
| DUE DATE | 06/18/2009 |

LATE FEE APPLIED IF PAYMENT RECEIVED AFTER DUE DATE
MAKE CHECKS PAYABLE TO NWP SERVICES CORPORATION

T3/P8 AUTO**SCH 5-DIGIT 63033
EMMETT WINDSOR
3091 SANTIAGO DR
FLORISSANT, MO 63033

