

MASS MAILING

The attached document is part of a mass mailing received in Docket Nos. 96-83 and 95-59. The following list specifies the names of the parties filing formal comments (ex parte presentations). The number of identical documents as specified in the File Number/City, St. field have been received by the Commission on this same date. You may contact an information technician in the Public Reference Room, Room 239 or 230 to view the documents.

Docket Number	Receipt/Adopted/Issued	Name of Applicant
96-83	7/22/96	Arbour East
96-83	7/22/96	Breckinridge Square
96-83	7/22/96	Casa de Monterey Apartmen
96-83	7/22/96	Cedar Ridge Apartments
96-83	7/22/96	Chelsea Place
96-83	7/22/96	Citation North
96-83	7/22/96	Countryside Village/ Colo
96-83	7/22/96	Crossings of Bellevue, Th
96-83	7/22/96	Crosswood Park
96-83	7/22/96	Eldorado Hills Racquet Cl
96-83	7/22/96	Forest Hill Gardens
96-83	7/22/96	Forest Hills Village Apar
96-83	7/22/96	Great West Management
96-83	7/22/96	Insignia Managment Group
96-83	7/22/96	Insignia Managment Group
96-83	7/22/96	Insignia Managment Group
96-83	7/22/96	Insignia Managment Group
96-83	7/22/96	Insignia Managment Group
96-83	7/22/96	Knoll Wood
96-83	7/22/96	Lincoln Property Company
96-83	7/22/96	Lincoln Property Company
96-83	7/22/96	Meadows at Elk Creek, The
96-83	7/22/96	Napa Valley
96-83	7/22/96	Nob Hill Villa
96-83	7/22/96	Oak Pointe Apartments
96-83	7/22/96	Paddock Club Apartments
96-83	7/22/96	Park at Addison, The
96-83	7/22/96	Post Ridge Apartments
96-83	7/22/96	Quantum Residential
96-83	7/22/96	Riverwalk
96-83	7/22/96	Seasons Senior Apartments
96-83	7/22/96	Sierra Pines Apartments
96-83	7/22/96	Spring Creek
96-83	7/22/96	Swift Creek Apartments
96-83	7/22/96	Trails, The
96-83	7/22/96	USA Wentworth Apartments
96-83	7/22/96	Villa Serena Apartments

TOTAL: 37



**Great West
Management & Realty, Ltd.**
Dove Management, Inc.—The General Partner

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JUL 22 1996

FCC MAIL ROOM

July 15, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, DC 20554

Re: Restrictions on Over-The-Air Reception Devices, (CS Docket No. 96-83; and
Preemption of Local Zoning Regulation of Satellite Earth Stations, IB Docket No. 95-59

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Great West Management & Realty, Ltd. owns and manages multi-unit, residential apartment buildings. Consequently, we have entered into thousands of leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclosed a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

Mary J. Wessler
Vice President

MJW:dr

Enclosures

No. of Copies rec'd
List ABCDE

0113



Great West Management & Realty, Ltd.

LEASE

1. PARTIES: This Agreement made this _____ day of _____, 19 _____ by and between _____ hereinafter referred to as 'Manager', and _____ hereinafter referred to as 'Resident' whether one or more.

WITNESSETH:

2. DESCRIPTION OF PREMISES / TERMS: The Manager, in consideration of the rent reserved herein to be paid by said Resident and of other covenants, agreements, and conditions hereinafter contained to be kept, performed, and observed by said Resident, does hereby let and lease unto said Resident, Apartment _____ Townhouse No. _____ in _____ located at _____ in the County of _____, State of Colorado, to be used and occupied only by the following persons as a private residence and for no other purpose for the term beginning on the _____ day of _____, 19 _____ and ending on the _____ day of _____, 19 _____.

3. OCCUPANTS: The names of such persons including the Resident are hereinafter listed as follows: No other person, except these herein stated may occupy premises without written approval of the Manager.

4. RENT: Resident agrees to pay to Manager the gross rental amount of \$ _____ for rent for the full term aforesaid, in equal consecutive monthly payments of \$ _____ commencing the _____ day of _____, 19 _____. Gross rental shall be computed as \$ _____ apartment rental, and \$ _____ parking, and \$ _____ furniture, and \$ _____ administration fee. (Non refundable); and it is agreed that if occupancy of the premises occurs prior to the first day of the month, the first rental payment will be \$ _____ for the period from _____ to _____. All rental payments must be paid in either check, certified funds, money order or cashier's check. No cash will be accepted.

5. UTILITIES: The Manager shall furnish hot and cold water for ordinary household use. Mechanical facilities for heat, air conditioning, if available, electric current for lighting and operation of household equipment and conveyance of natural gas will be made available to the rented premises. It shall be the Resident's responsibility to contact the various public utilities to arrange for electric and gas service for the rented premises. Within 72 hours after Resident takes occupancy of the premises, Manager will notify public utilities to disconnect electricity and/or gas service, if standing in the Manager's name, and bill Resident for said 72 hour service. Further, the Resident agrees to be responsible for and pay in full all utility charges assessed his rented premises in accordance with the provisions of paragraphs (a) and (b) below, to wit:

(a) Resident Utility Billing System (hereafter RUBS). The Resident shall pay to the Manager, concurrent with the payment of rent on the first of each month after taking possession of the subject premises, the Resident's proportionate share of the electricity and/or gas utility bill for the building complex in which the Resident's premises are located. The Resident's share of the utility expense shall be equal to the product of the electricity and/or gas utility cost per square foot for the gross space used for rented space in the Resident's building complex, multiplied by the gross square footage of the Resident's rented premises, plus the pro rata share of cost incurred by the Manager to administer RUBS. The utility cost per square foot shall be equal to the quotient of the utility costs for the Resident's building complex, divided by the total number of square feet in the Resident's building that is used for rental space.

(b) The Resident shall pay directly to the appropriate utility company all costs incurred for his rented premises for electricity or gas, unless deleted below. Electricity _____ Gas _____ deleted

6. **SECURITY DEPOSIT:** The parties hereto have simultaneously herewith entered into a Security Deposit Agreement which is by reference thereto made a part of this lease as though fully set forth herein.

(a) RESIDENT HAS DEPOSITED WITH MANAGER THE SUM OF \$ _____ AS SECURITY AGAINST DAMAGES TO PROPERTY, FURNITURE, APPLIANCES, CARPET, ABANDONMENT OF THE PREMISES, NONPAYMENT OF RENT, UTILITY CHARGES, LATE CHARGES, ATTORNEY'S FEES AND EXTRAORDINARY COST OF CLEANING THE APARTMENT. BOTH MANAGER AND RESIDENT HEREBY AGREE TO EXHIBIT 'A'.

MANAGER AGREES THAT NO CHARGE SHALL BE MADE AGAINST THE SECURITY DEPOSIT FOR 'NORMAL WEAR AND TEAR'. RESIDENT AGREES THAT SAID DEFINITION OF 'NORMAL WEAR AND TEAR', AS DEFINED IN EXHIBIT 'A', SHALL BE BINDING ON RESIDENT AND MANAGER ALIKE. IN THE EVENT CLEANING AND/OR REPAIRS AS LISTED ARE REQUIRED, A PRORATA CHARGE WILL BE ASSESSED AGAINST THE SECURITY DEPOSIT. THE PRORATION SHALL BE BASED UPON THE RATIO OF THE TIME RESIDENT HAS OCCUPIED THE APARTMENT AS COMPARED TO THE NORMAL PERIOD OF WEAR OR ANY SUCH CLEANING AND /OR REPAIR. RESIDENT AGREES THAT THE CHARGES LISTED IN EXHIBIT 'A' ATTACHED HERETO ARE REASONABLE CHARGES FOR THE REPAIRS AND/OR CLEANING LISTED THEREIN. RESIDENT FURTHER AGREES THAT SHOULD SAID REPAIRS AND/OR CLEANING IN FACT BE REQUIRED TO BE PERFORMED IN SAID APARTMENT UPON TERMINATION OF THIS LEASE, MANAGER SHALL BE ENTITLED TO CHARGE SAID AMOUNTS AGAINST THE SECURITY DEPOSIT. RESIDENT FURTHER AGREES SAID CHARGES BE CONSIDERED DAMAGES AND NOT A PENALTY OR FORFEITURE.

(b) The portion of Security Deposit due Resident, if any, will be refunded by a check mailed to the forwarding address, made payable to all persons signing the lease, but said refund will not be made earlier than 14 days nor later than 60 days after Resident has vacated premises. Refunds cannot be picked up at the office.

(c) All N.S.F. checks, late charges, termination fees, uncollected damage charges, unpaid rent and utility charges, attorney's fees, court costs and similar charges will be automatically deducted from Security Deposit.

(d) Resident cannot use Security Deposit in lieu of unpaid rent.

(e) If Manager uses or applies all or any portion of Security Deposit due to charges permitted in (a) above before the end of the lease term, Resident shall within ten (10) days after written demand therefore deposit cash with Manager in an amount sufficient to restore the deposit to the full amount hereinabove stated and Resident's failure to do so shall be a breach of this Lease.

(f) The Manager hereby gives Notice to Resident and Resident acknowledges and agrees that the Owner of the real property where the Apartment or Townhouse is being leased herein ("Owner") will hold the Security Deposit and the Owner is responsible for its return. In the event of a change in ownership, the Security Deposit may be transferred by the Manager or Owner, as the case may be, to the new Owner. The Owner shall not be required to keep the Security Deposit separate from its general accounts nor to pay resident any interest or other increment for its use.

(g) In the event of a dispute over ownership of the Security Deposit between the Resident and the Owner, and upon written notice to the Manager of such dispute, the Manager shall inform Resident of the Owner's true name and current mailing address.

(h) In the event Resident makes claim to and for the return of the Security Deposit or portion thereof, it shall do so by written demand to Manager, hand delivered or sent by certified mail, postage prepaid, return receipt requested. Manager will then forthwith forward such demand to Owner for a response.

7. **MANAGER PROMISES:** (a) to furnish the following services: (1) elevator service (where applicable); (2) hot and cold water in reasonable quantities at all times; (3) to heat the premises during the customary heating season, and to provide air conditioning during the warm season (where applicable); (b) to care for the lawn, parking areas and common grounds; (c) to provide reasonable snow and trash removal; (d) to maintain the hall ways and corridors of the building (where applicable); (e) to make available such equipment and accessories as shall be reasonably necessary to allow utility providers to provide utility service to the premises. This Agreement shall in no way be affected by or excused by the inability of Manager to promptly supply any service, expressed or implied, or to promptly make any repairs, alterations or additions, unless Manager is prevented from so doing on account of strikes, wars (declared or undeclared) and/or any and all other causes beyond Manager's control.

8. **RESIDENT PROMISES:** (a) not to sublet the premises nor to assign this lease without prior written consent of the Manager; (b) to keep the premises in a clean and sanitary condition; (c) to see that the conduct of all persons under his control or occupying the leased premises will not disturb or interfere with the rights, comforts and convenience of other residents; (d) to comply with all rules and regulations, the receipt of which is hereby acknowledged, which may be amended from time to time; (e) not to use the premises in an unlawful manner nor to permit any unlawful activity to be carried on therein; (f) not to use the premises in any manner nor to permit any use hereof which would invalidate or be in conflict with fire insurance policies covering the same; (g) Resident agrees to permit no portion of the premises to be occupied by a guest for more than 10 days; (h) to make no alterations or additions to the premises; (i) to make no changes in the internal structure of any room herein or make any repairs in or about the premises without first obtaining the written consent of the Manager; (j) to drive no nails, tacks, or screws into the ceiling, wallpaper or woodwork of said premises; (k) to replace all glass broken or cracked; (l) to repay the Manager the cost of any and all repairs made necessary by negligent or careless use of said premises; (m) to place nothing on balconies, patios, front steps, in windows (including shades or draperies) or elsewhere which in the Manager's opinion will adversely affect the exterior appearance of the building of which the premises are a part; (n) to permit said Manager to show said premises at any reasonable time to persons wishing to lease same; (o) to make no claim against the Manager for any loss or damage suffered because of an act of any co-resident, the leaking or bursting of any plumbing or heating components, the failure of any electrical, gas, or water systems or equipment, the interruption of any utility service or fire, flood, or any other casualty beyond the control of Manager; (p) to surrender the premises at move out in like condition as when taken, reasonable wear and tear, damage by the elements, or loss by fire excepted; (q) to pay to the Manager, in addition to all other charges hereunder, the sum of \$2.00 for each key which is lost by Resident and replaced by Manager; (r) not to permit any person under 18 years of age to occupy the apartment demised to Resident unless prior written consent of Manager first has been obtained; (s) never to have in the premises a bed containing water or any other liquid, without Manager approval; (t) not to change locks on the Resident's apartment entrance door; (u) not to permit any pets or animals to be kept or maintained in Resident's apartment, or on the apartment grounds without written consent of Manager. Resident shall execute cat agreement and pay cat deposit. Manager reserves the right to remove any animal from premises, not covered by cat agreement.

9. **DEFAULT:** In the event of any default by a resident in the full and timely payment of rent herein referred or any part hereof, or other monetary obligation or charge under this lease, or if Resident shall fail to fully observe or perform any of the conditions, covenants or agreements herein contained, or if the Resident shall abandon or vacate the premises, or should Resident enter into any bankruptcy proceedings, either voluntarily or involuntarily, then and in the event, and as often as the same may happen, it shall be lawful for the Manager, at his election, with or without prior notice, to (a) re-enter and repossess said premises, with legal proceedings, without thereby terminating this lease, to remove therefrom pursuant to law, any personal property belonging to the Resident and later, repair or replace appurtenances or fixtures on or about the premises as may be necessary, all at Resident's expense, without prejudice to any claims for rent or breach of covenants hereof, provided, however, that in the event Manager is able to relet the premises, Resident shall be liable for a sum equal to the difference between the rentals and other charges agreed herein, plus the costs of necessary alterations, repairs, replacements and expenses incurred or related, thereto reduced by that which Manager realizes from such reletting; or (b) terminate this lease and re-enter and repossess said premises and to remove therefrom any personal property left therein by Resident and to either store or dispose of the same at Manager's sole election, all pursuant to law. In the event any notice of default is given by Manager to Resident, the same is not to be construed to manifest Manager's intent to terminate this lease and Manager expressly reserves the right to collect the rent due under this lease for the balance of the term herein whether or not Manager is given the right of possession by a Court of competent jurisdiction.

The rights and remedies hereby created are cumulative and the exercise of any remedy should not be taken to exclude or waive the right to the exercise of another right or remedy.

In the event legal action is initiated, the Managers shall be entitled to recover and Resident agrees to pay, a reasonable attorney fee, court costs and other damages occasioned by Resident's breach.

10. **REPAIRS:** Manager shall make any repairs, replacements, or restoration in and about the premises or to any fixtures or equipment when such are needed in Manager's sole opinion. If any such repairs, replacements, or restorations so made by Manager are necessitated by the negligence or misconduct of Resident, which shall be determined by Manager and evidenced by statements rendered to Resident, the cost of such items shall be borne by Resident and shall be payable to Manager upon the delivery of any such statement. Resident shall not make any repairs, replacements, or restorations without the prior written consent of Manager.

11. **EXPIRATION/TERMINATION OF LEASE:** Resident further covenants and agrees that upon termination of the lease for any cause, Resident will at once peacefully surrender and deliver up the whole of the above described premises together with all improvements thereon to the Manager, his agent, and assigns. No payment of money to the Manager by Resident after the giving of notice of termination or demand for possession by the Manager to the Resident shall reinstate, continue or extend the term of this lease or affect any notice given to the Resident prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgement granting the Manager possession of said premises, the Manager may receive and collect any sums of rent due, or any other sums of money due under the terms of this lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or any judgement theretofore obtained. The Resident covenants that his occupancy of the said premises beyond the initial or extended term of this lease (if a further extension fails to occur) shall not be deemed as a renewal of this lease for the whole term or any part hereof, but the same shall automatically be deemed to constitute a month-to-month tenancy. **Resident further covenants and agrees that 30 days written notice of intent to vacate must be given prior to the expiration date of this lease. A Resident on month-to-month tenancy must give written notice of intent to vacate at least 30 days prior to vacating.**

Provided that in case any rent shall be due and unpaid or if a default shall be made in any of the covenants herein contained, or if said premises shall be abandoned, deserted, or vacated, then it shall be lawful for the said Manager, its agents, attorneys, successors, or assigns to re-enter and repossess the said premises and the Manager shall remove and put out the Resident and each and every occupant, and upon re-entry as aforesaid, possession of the premises shall terminate, but this Lease shall remain in full force and effect, at Manager's discretion. In the event of re-entry by the Manager as herein provided, Resident shall be liable for damages to said Manager for all loss sustained.

Notices may be served upon the Resident in person or by posting a copy on the leased premises. Moreover, (a) in the event of any default hereunder by Resident, or (b) if Resident shall give notice to Manager of Resident's intent to breach this lease before the end of the initial term hereof, it is agreed by Resident that Manager shall have a valid lien against all of Resident's personal property located in the leased premises; and Manager may have and hold the personal property with such lien as security for all damages Manager may incur on account of such default or anticipatory breach. To enforce its lien and use its security, therefore, Manager may, with or without notice to the Resident, take possession of any or all of said personal property by removing same from the leased premises and store same in a warehouse or sell all or any part of same from one or more public or private sales, for cash or upon credit, all at the option and in the complete discretion of the Manager and free from any right of redemption. In case of any sale of any of the personal property on credit or for future delivery, the property so sold may be retained by the Manager until the selling price shall be paid by the purchaser thereof, but the Manager shall incur no liability in case of the failure of such purchaser to take up and pay for the property sold.

12. **TAXES AND INSURANCE:** Upon 30 days written notice, Manager reserves the right to increase resident base rent for increases in operating expenses including but not limited to increases in real estate and personal property taxes and insurance premiums during the term of the lease.

13. **ATTORNEY FEES:** If either the Manager or Resident shall initiate legal action through an attorney to enforce the provisions of this lease, the party who prevails in such legal action shall, in addition to all other rights and remedies, be entitled to judgement for reasonable attorney's fees and court costs.

14. **LATE CHARGES/RETURNED CHECK FEES:** In the event that the rent provided for herein is not paid by the dates listed below, Resident shall pay to Manager a late charge in the amount listed below:

After the third day of each month	-\$25.00 late charge
After the fifth day of each month	-\$35.00 late charge
After the tenth day of each month	-\$45.00 late charge
After the fifteenth day of each month	-\$55.00 late charge

Nothing contained herein shall obligate Manager to accept the rent after the third day of the month, nor does Manager waive any of his legal rights which may be available for default of Resident by inclusion of this provision in the Agreement. In the event Resident pays his rent by check and same is not cashed and paid by the bank when presented, for whatever reason, Resident shall pay, in addition to any late charges and in addition to the rent, a charge for each occurrence in the amount of twenty-five dollars (\$25.00). Acceptance by the Manager of a partial payment of rent or other charges shall not be considered or construed to waive any right of the Manager or affect any notice or legal proceedings, unless both parties shall agree otherwise in writing. Any payment of less than the full amount of rent for a given month, regardless of endorsements to the contrary on a check or money order given by the Resident in payment therefore shall be deemed a partial payment hereunder. Waiver, by the Manager, of any breach or condition of this agreement shall not be construed as a waiver of subsequent breaches or conditions.

15. **STORAGE AND PARKING:**

(a) The Resident, at his sole risk, and without any liability or responsibility on the part of the Manager, may use reasonable space, if available, without charge therefore, in the storerooms provided by the Manager as an accommodation to the Resident for the storage of trunks, suitcases, and snow tires, provided however, that the trunks and suitcases shall be kept closed, locked and secured and shall have appropriate identification thereon. The Manager may discontinue same at any time without liability to Resident who agrees to remove all property stored therein upon demand of Manager, failing which Manager may remove same or cause same to be removed to a public warehouse at the cost and risk of the Resident. All items stored must not violate local fire or health codes. Storage room hours will be designated by the Manager. Resident will abide by the hours set forth. Resident hereby releases, discharges, and waives any and all claims against Manager for damage, loss, theft, and miscellaneous disappearance of such possessions, including without limitation, mail and any type of package delivered to the premises, whether or not received by the on-premises Manager.

(b) If Manager has provided unassigned parking spaces for which no charge is made by the Manager, such spaces shall be used only by the Resident and guests on a first come, no reservation basis. Cars shall be parked only in spaces designated therefore. Manager reserves the right to make rules for use of said spaces, or place limitations upon use thereof at any time after commencement of this Lease. Manager may institute a reasonable charge for such use and may make changes in said rules and charges from time to time. No washing or repairing of automobiles will be permitted or allowed on the parking areas except in areas designated therefore. The parking lot is for automobiles only. Automobiles must have current license plates and inspection sticker, where applicable, and be in operating condition. Boats, trailers and trucks will not be permitted on the parking lots or garages, unless an area is designated for this purpose. All Residents and guest must observe all parking regulations as posted or indicated by the Manager and/or local authorities and will abide by same. Vehicles in violation of any parking rules or regulations will be towed away at their owner's risk and expense. Manager is not responsible for vehicle damage, theft or loss.

16. **ACCESS TO PREMISES:** Resident shall permit Manager to access the apartment to make such decorations, repairs, alterations, improvements, additions or inspections as Manager may deem necessary or desirable; to take all materials into and upon said premises that may be required therefore. If Resident shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, Manager may enter the same by a master key.

17. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this lease as a Resident is liable for the full amount of the rent provided herein. The obligation of the Residents are joint and several.

18. **SEVERABILITY:** The construction, validity and effect of this Agreement shall be governed by the laws of the State of Colorado. Any provision of this agreement prohibited by such laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions thereof.

19. **HAZARDOUS AND TOXIC MATERIALS:** Tenant agrees not to use, store or permit on the demised premises any hazardous or toxic materials except in strict accordance with applicable federal, state and local statutes, ordinances, rules and regulations. "Hazardous or toxic materials" shall mean any hazardous substance, hazardous material or toxic substance as defined in any applicable federal, state or local statutes, ordinances, rules or regulations and any other substance or material which would constitute or cause a health, safety or environmental hazard or require remediation at the behest of any governmental agency, including, without limitation, solvents, hydrocarbons, formaldehyde, radioactive substances, asbestos, flammables or explosives or oil, gas or other hydrocarbons.

20. **GENERAL PROVISIONS:** This Agreement, together with any written agreements executed simultaneously herewith, contain the entire Agreement between the parties and shall not be changed, modified or discharged in whole or in part except by an agreement in writing signed by Manager and by Resident. There are no oral understandings, terms or conditions and neither party has relied upon any representation, expressed or implied, not contained in this Agreement or in written agreements, if any, executed simultaneously therewith. All prior understandings, terms or conditions are deemed merged in this Agreement. The promises, agreements, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Manager and Resident and their respective heirs, executors, administrators, successors, and except as otherwise provided in this Agreement, their assigns.

MANAGER _____

RESIDENT _____

RESIDENT _____

RESIDENT _____

Received Resident Guide

EXHIBIT 'A'

NORMAL WEAR AND TEAR DEFINED: For the purposes of this lease, 'Normal Wear and Tear' shall mean:

(a) Provided Resident occupies the apartment for at least 6 months, Manager shall assess NO CHARGES against the security deposit for any of the following: painting of walls, shampooing of carpets and cleaning of drapes.

(b) Should Resident occupy the apartment for less than 6 months, a prorated charge will be assessed for any of the listed work required (see examples).

	1 bedroom	2 bedroom
1. Painting labor / material	\$50.00	\$65.00
2. Shampooing carpets	\$40.00	\$45.00
3. Cleaning drapes	\$35.00	\$45.00

EXAMPLE #1

X Normal Charge

If walls require painting after 2 months occupancy:

$$\text{Assessment to Resident} = \frac{(6 \text{ mo.} - 2 \text{ mo.})}{6 \text{ mo.}}$$

EXAMPLE #2

X Normal Charge

If walls require painting after 5 months occupancy:

$$\text{Assessment to Resident} = \frac{(6 \text{ mo.} - 5 \text{ mo.})}{6 \text{ mo.}}$$

NORMAL CHARGES: Resident understands that subject to the provisions of Paragraph 7a of the lease, and subject to the above, should the listed cleaning and/or repairs in Exhibit A be necessary due to his occupancy of the premises, the corresponding charges shall be made against the security deposit as damages and not as a penalty or forfeiture.

Nothing herein shall be construed as a limitation upon the Manager's right to pursue claims for damages not specifically listed hereon.

MANAGER _____

RESIDENT _____

RESIDENT _____