

(Utility Name)

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

Section 2.13 - Reconnection of Service

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 24 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

Section 2.14 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Section 2.15 - Quality of Service

The utility will plan, furnish, and maintain and operate production, treatment, storage, transmission, and collection facilities of sufficient size and capacity to provide continuous and adequate service for all reasonable consumer uses and to treat sewage and discharge effluent of the quality required by its discharge permit issued by the Commission. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the TCEQ Rules.

Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the Texas Commission on Environmental Quality complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

(Utility Name)

SECTION 2.0 -- SERVICE RULES AND POLICIES (Continued)

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

Section 2.17 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

SECTION 3.0 -- EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES: NO CONTRIBUTION IN AID OF CONSTRUCTION MAY BE REQUIRED OF ANY CUSTOMER EXCEPT AS PROVIDED FOR IN THIS APPROVED EXTENSION POLICY.

The Utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the Utility and the applicant, in compliance with TCEQ rules and policies, and upon extension of the Utility's certified service area boundaries by the TCEQ.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The Utility is not required to extend service to any applicant outside of its certificated service area and will only do so under terms and conditions mutually agreeable to the Utility and the applicant, in compliance with TCEQ rules and policies, and upon extension of the Utility's certificated service area boundaries by the TCEQ.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

Section 3.02 - Costs Utilities and Service Applicants Shall Bear

Within its certified area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision.

However, if the residential customer requesting service purchased the property after the developer was notified in writing of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest collection line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Unless an exception is granted by the TCEQ's Executive Director, the residential service applicant shall not be required to pay for costs of main extensions greater than 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the TCEQ Executive Director if

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

The utility will bear the full cost of any over-sizing of sewer mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional treatment facilities. Contributions in aid of construction of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with Texas Commission on Environmental Quality minimum design criteria for facilities used in the production, collection, transmission, pumping, or treatment of sewage or Texas Commission on Environmental Quality minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the Texas Commission on Environmental Quality minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 30 TAC 291.86(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the Texas Commission on Environmental Quality minimum design criteria. As provided by 30 T.A.C. 291.85(e)(3), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
- if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utilities approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director.
- for purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, TCEQ rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the TCEQ or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

Section 3.05 - Applying for Service

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available at the Utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

(Utility Name)

SECTION 3.0 -- EXTENSION POLICY (Continued)

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's nearest service main with adequate capacity to service the applicant's full potential service demand. Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, the applicant may refer the matter to the TCEQ for resolution.

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements for service contained in this tariff, TCEQ rules and/or TCEQ order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the Utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The Utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by TCEQ rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The TCEQ service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by TCEQ rules.

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the Utility shall require a developer (as defined by TCEQ rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

APPENDIX A -- SAMPLE SERVICE AGREEMENT

From 30 TAC Chapter 290.47(b), Appendix B

SERVICE AGREEMENT

- I. **PURPOSE.** The NAME OF SEWER SYSTEM is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the NAME OF SEWER SYSTEM will begin service. In addition, when service to an existing connection has been suspended or terminated, the sewer system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the NAME OF SEWER SYSTEM (the Sewer System) and NAME OF CUSTOMER (the Customer).

- A. The Sewer System will maintain a copy of this agreement as long as the Customer and/or the premises are connected to the Sewer System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Sewer System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Sewer System's normal business hours.
- C. The Sewer System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Sewer System. Copies of all testing and maintenance records shall be provided to the Sewer System.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Sewer System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE

DATE

ATTACHMENT 10

Quitclaim Bill of Sale

AMC Creekside LLC
31200 Northwestern Highway
Farmington Hills, MI 48334

QUITCLAIM BILL OF SALE – UTILITY FACILITIES

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HOMETOWN COMMUNITIES LIMITED PARTNERSHIP (formerly known as CP LIMITED PARTNERSHIP), a Maryland limited partnership, whose address is c/o Hometown America, 150 N. Wacker Drive, Suite 2800, Chicago, Illinois 60606 ("Grantor"), does hereby bargain, sell, convey and transfer to AMC CREEKSIDE LLC, a Delaware limited liability company, whose address is 31200 Northwestern Highway, Farmington Hills, Michigan 48334 ("Grantee"), any and all of Grantor's right, title and interest in and to those certain water and wastewater treatment facilities, water utilities, sewer utilities, distribution and collection lines, meters, conduits, pipelines other related facilities, equipment and fixtures, any Certificates of Convenience and Necessity, and all other rights and appurtenances in connection with the ownership and operation of the foregoing that is owned by Grantor as of the date of this Bill of Sale (collectively, the "Utility Property") which is located on, in or used in connection with, that certain real property described on Exhibit "A" attached hereto and made a part hereof (the "Property").

Grantor has not made and hereby disclaims any and all warranties and representations of any kind, express or implied, with respect to the Utility Property, including, without limitation, title, warranties as to fitness for a particular use or purpose, the design or condition, the quality or capacity, the compliance thereof with the requirements of any law, specification or contract pertaining thereto, patent or latent defects, or merchantability of the Utility Property. By its acceptance hereof, Grantee acknowledges that it is accepting the Utility Property in an "AS-IS, WHERE-IS", "WITH ALL FAULTS" condition, and without any warranty or covenant of any kind whatsoever from Grantor with respect to the condition of the Utility Property.

Grantee hereby acknowledges and accepts the foregoing transfer of the Utility Property and agrees to be bound by the terms hereof.

This Bill of Sale may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with the same effect as if all parties had signed the same signature page. The delivery of an executed copy of this Bill of Sale by facsimile or electronic transmission shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Bill of Sale had been delivered.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Texas.

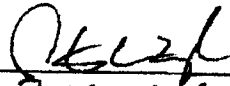
This Bill of Sale is made effective as of 7th day of December, 2011.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGES.]**

[Grantor's signature page to Bill of Sale - Creekside Utility Facilities]

GRANTOR:

HOMETOWN COMMUNITIES LIMITED PARTNERSHIP
(f/k/a CP LIMITED PARTNERSHIP),
a Maryland limited partnership

By: 
Name: PATRICK C ZILIS
Title: Authorized Agent

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
ADDITIONAL SIGNATURE PAGE FOLLOWS.]

[Grantee's signature page to Bill of Sale - Creekside Utility Facilities]

THE FOREGOING TRANSFER IS ACKNOWLEDGED AND ACCEPTED:

GRANTEE:

AMC CREEKSIDE LLC
a Delaware limited liability company

By: 

Name: Ross H. Partrich

Title: Authorized Signatory

EXHIBIT A

LEGAL DESCRIPTION – CREEKSIDE MHC

That portion of the Southeast 1/4 of Section 17, Township 2 South, Range 68 West, of the 6th Principal Meridian described as follows:

The land is situated in the County of Denton, State of Texas and is legally described as follows:

Being that certain tract of land described in deed to Creekside Mobile Community Investors recorded in Volume 1965, Page 825 of the Real Property Records of Denton County, Texas and situated in the Peter Harmonson Survey, Abstract No. 530 of Denton County and Abstract No. 1795 of Dallas County and the B.B.B. & C.R.R. Survey, Abstract No. 145 of Denton County and Abstract No. 1772 of Dallas County and also being Lot 1, Block 1 of Creekside Development, an Addition to Denton County, Texas according to the Plat thereof recorded in Cabinet E, Page 362 of the Plat Records of Denton County, Texas and being more particularly described as follows:

Beginning at a set 1/2 inch iron rod on the West right of way line of Ace Lane (variable width) for the Northeast corner of said Lot 1 and the Southeast corner of a tract described by deed recorded in Volume 2484, Page 553 of the Deed Records of Denton County, Texas;

Thence with the West right of way line of Ace Lane. South 00 degrees 20 minutes 00 seconds West, 1129.46 (1133.33 feet-Deed) to a set 1/2 inch iron rod;

Thence continuing with the West right of way line of Ace Lane, South 01 degrees 30 minutes 12 seconds West, 999.23 feet (South 01 degree 34 minutes 40 seconds West, 999.94 feet-Deed) to a set 1/2 inch iron rod;

Thence South 01 degree 36 minutes 40 seconds West, 1199.70 feet (South 01 degree 39 minutes 04 seconds West, 1198.26 feet-Deed);

Thence South 89 degrees 54 minutes 26 seconds West, 207.54 feet to the center of Denton Creek;

Thence with the meanders of Denton Creek the following calls,

South 02 degrees 17 minutes 34 seconds West, 161.66 feet;

South 07 degrees 46 minutes 51 seconds West, 147.58 feet;

South 47 degrees 16 minutes 43 seconds West, 134.54 feet;

South 56 degrees 34 minutes 21 seconds West, 121.38 feet;

South 77 degrees 41 minutes 46 seconds West, 107.21 feet;

North 84 degrees 47 minutes 51 seconds West, 111.73 feet;

North 58 degrees 37 minutes 07 seconds West, 152.10 feet;

North 34 degrees 45 minutes 34 seconds West, 124.87 feet;

North 15 degrees 08 minutes 17 seconds West, 79.54 feet;

North 30 degrees 24 minutes 50 seconds West, 150.54 feet;

North 07 degrees 43 minutes 18 seconds West, 222.98 feet;

North 04 degrees 09 minutes 04 seconds West, 215.24 feet;
North 03 degrees 53 minutes 31 seconds West, 307.57 feet;
North 67 degrees 26 minutes 17 seconds West, 25.90 feet;
North 81 degrees 05 minutes 45 seconds West, 173.17 feet;
North 88 degrees 40 minutes 25 seconds West, 129.88 feet;
North 77 degrees 26 minutes 56 seconds West, 126.68 feet;
North 34 degrees 28 minutes 41 seconds West, 193.62 feet;
North 42 degrees 18 minutes 18 seconds East, 107.11 feet;
North 56 degrees 08 minutes 01 seconds East, 123.27 feet;
North 70 degrees 35 minutes 30 seconds East, 42.72 feet;
North 48 degrees 41 minutes 45 seconds East, 114.04 feet;
North 02 degrees 58 minutes 43 seconds West, 148.20 feet;
North 54 degrees 12 minutes 28 seconds West, 126.92 feet;
North 88 degrees 30 minutes 29 seconds West, 113.03 feet;
North 89 degrees 38 minutes 56 seconds West, 81.90 feet;
North 58 degrees 36 minutes 07 seconds West, 102.71 feet;
Thence departing said Denton Creek, North 00 degrees 57 minutes 08 seconds East, 868.56 feet to a found 1/2 inch iron rod;
Thence South 89 degrees 59 minutes 53 seconds West, 985.81 feet (South 89 degrees 36 minutes 31 seconds East, 988.08 feet-Deed) to a found 1/2 inch iron rod;
Thence North 02 degrees 19 minutes 14 seconds East, 317.07 feet (North 02 degrees 45 minutes 30 seconds East, 317.71 feet-Deed);
Thence North 00 degrees 01 minute 15 seconds East (North 00 degrees 25 minutes 01 second East-Deed), 493.09 feet;
Thence North 01 degree 37 minutes 14 seconds West (North 01 degree 10 minutes 58 seconds West-Deed), 255.71 feet to a found 1/2 inch iron rod;
Thence South 89 degrees 51 minutes 16 seconds East, 710.43 feet (South 89 degrees 35 minutes 42 seconds East, 760.43 feet-Deed) to the point of beginning and containing 96.8952 acres of land.
COMMON ADDRESS: 4000 Ace Lane, Lewisville, TX 75067
PARCEL NUMBERS: R121249, 65179500000110000DAL and 65-179500000110000