

For office use only: \_\_\_\_\_ accepted date: \_\_\_\_\_ denied, letter sent date: \_\_\_\_\_  
Application Fee: \$ \_\_\_\_\_ received date \_\_\_\_\_

Community

**APPLICATION**

Home space \_\_\_\_\_

**APPLICANT #1 (initial) \_\_\_\_\_ for Lessee status OR \_\_\_\_\_ as living in home status.** Drivers License State and # \_\_\_\_\_

NAME: \_\_\_\_\_  
First M.I. Last SS# Date of Birth

CURRENT ADDRESS: \_\_\_\_\_  
Street City State Zip

HOME PHONE #: \_\_\_\_\_ CELL PHONE # \_\_\_\_\_ EMAIL \_\_\_\_\_

LANDLORD: \_\_\_\_\_  
Name Phone # How long there? Monthly Payment

PREVIOUS ADDRESS: \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Landlord's Name Phone # How long there? Monthly Payment

EMPLOYER: \_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Address City State Zip

\$ \_\_\_\_\_  
After Tax Take Home Pay Per Month Job Description How long on job?

\_\_\_\_\_  
Supervisor's Name Phone #

PREVIOUS EMPLOYER: (If less than 3 years on current job)

\_\_\_\_\_  
Name of Employer Phone # Supervisor's Name

\_\_\_\_\_  
After Tax Take Home Pay Per Month Job Description How long on job?

OTHER INCOME: \$ \_\_\_\_\_  
Amount Per Month From Where?

**APPLICANT #2 (initial) \_\_\_\_\_ for Lessee status OR \_\_\_\_\_ as living in home status.** Drivers License State and # \_\_\_\_\_

NAME: \_\_\_\_\_  
First M.I. Last SS# Date of Birth

CURRENT ADDRESS: \_\_\_\_\_  
Street City State Zip

HOME PHONE #: \_\_\_\_\_ CELL PHONE # \_\_\_\_\_ EMAIL \_\_\_\_\_

LANDLORD: \_\_\_\_\_  
Name Phone # How long there? Monthly Payment

PREVIOUS ADDRESS: \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Landlord's Name Phone # How long there? Monthly Payment

EMPLOYER: \_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Address City State Zip

\$ \_\_\_\_\_  
After Tax Take Home Pay Per Month Job Description How long on job?

\_\_\_\_\_  
Supervisor's Name Phone #

PREVIOUS EMPLOYER: (If less than 3 years on current job)

\_\_\_\_\_  
Name of Employer Phone # Supervisor's Name

\_\_\_\_\_  
After Tax Take Home Pay Per Month Job Description How long on job?

OTHER INCOME: \$ \_\_\_\_\_  
Amount Per Month From Where?

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**APPLICANT #3 (initial)** \_\_\_\_\_ **for Lessee status OR** \_\_\_\_\_ **as living in home status.** Drivers License State and # \_\_\_\_\_

NAME: \_\_\_\_\_  
First M.I. Last SS# Date of Birth

CURRENT ADDRESS: \_\_\_\_\_  
Street City State Zip

HOME PHONE #: \_\_\_\_\_ CELL PHONE # \_\_\_\_\_ EMAIL \_\_\_\_\_

LANDLORD: \_\_\_\_\_  
Name Phone # How long there? Monthly Payment

PREVIOUS ADDRESS: \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Landlord's Name Phone # How long there? Monthly Payment

EMPLOYER: \_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Address City State Zip

\$ \_\_\_\_\_

After Tax Take Home Pay Per Month	Job Description	How long on job?
Supervisor's Name		Phone #

PREVIOUS EMPLOYER: (If less than 3 years on current job)

Name of Employer	Phone #	Supervisor's Name
After Tax Take Home Pay Per Month	Job Description	How long on job?

OTHER INCOME: \$ \_\_\_\_\_

Amount Per Month	From Where?
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**List individuals who will live in the home at the pleasure of the Lessee:**

If accepted, the following persons, and no others, will be living within the home:

1.	_____	_____	_____
	Name	Birth Date	Relationship
2.	_____	_____	_____
	Name	Birth Date	Relationship
3.	_____	_____	_____
	Name	Birth Date	Relationship
4.	_____	_____	_____
	Name	Birth Date	Relationship

**PETS:** \_\_\_\_\_ / \_\_\_\_\_

Type	Breed	Weight	Type	Breed	Weight
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**DESIRED DATE OF OCCUPANCY:** \_\_\_\_\_

**HISTORY**

- Have you ever been evicted from any tenancy - manufactured home, apartment, house, etc.?  
 NO       YES      When? \_\_\_\_\_
- Have you ever been late paying your rent?  NO    YES   If yes, how many times in the last 12 months? \_\_\_\_\_
- Have you ever had a court action filed against you for non-payment of rent or any other bills?  NO    YES  
When? \_\_\_\_\_
- Are you aware of any circumstances that could affect your employment in the foreseeable future?  NO    YES  
What? \_\_\_\_\_
- Have you ever declared bankruptcy?  NO    YES   When? \_\_\_\_\_  
Why? \_\_\_\_\_

6. Have you ever initiated a lawsuit against any person or company? ( ) NO ( ) YES If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

7. Have you ever been arrested? ( ) NO ( ) YES If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

**ASSETS:**

Financial Institution: \_\_\_\_\_  
Name City State

Current Savings Account Balance: \$ \_\_\_\_\_

Current Checking Account Balance: \$ \_\_\_\_\_

Other Assets (Mutual Funds, Bonds, Stocks, etc.): \$ \_\_\_\_\_

**MANUFACTURED HOME** to be occupied in this community:

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Size: \_\_\_\_\_ Color: \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_

Down Payment: \$ \_\_\_\_\_ Amount Financed: \$ \_\_\_\_\_

Finance Company: \_\_\_\_\_  
Name Agent Phone #

**MOTOR VEHICLE INFORMATION:**

Vehicle #1 \_\_\_\_\_  
Make Model Year License #

Vehicle #2 \_\_\_\_\_  
Make Model Year License #

**VEHICLE LOANS:**

1. \_\_\_\_\_  
Lender Account # Monthly Payment

2. \_\_\_\_\_  
Lender Account # Monthly Payment

**OTHER LOANS:**

1. \_\_\_\_\_  
Type Lender Account # Monthly Payment

2. \_\_\_\_\_  
Type Lender Account # Monthly Payment

Do you have any other regular monthly payments? What? \_\_\_\_\_  
How much? \_\_\_\_\_

Please list a **friend and relative** whom we can contact if we cannot reach you:

Friend: \_\_\_\_\_  
Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_

Relative: \_\_\_\_\_  
Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the answers I have given in this application are true and correct to the best of my knowledge, I understand that any false answers or statements made by me may be grounds for denial or lease termination action.

APPLICANT(S) STATEMENT: For the purpose of procuring rental of the referenced premises and for credit clearance as a tenant of the premises rented, the undersigned furnishes the above as a true, full and correct statement as of the date given, and hereby authorizes the Owner, or its Agent, (1) to verify any statement made herein and to obtain a credit report from any credit source, and (2) to interview third parties such as employers, business associates, financial sources, current or former landlords, neighbors, and (3) to contact any police department or other information sources, requesting information as to any criminal charges or convictions against applicants or other background information or history (4) to report to any credit reporting agency applicant's failure to pay as agreed within the Lease Agreement entered into between Applicant and Owner in reliance of this application, and (5) if approved, authorizes landlord at anytime during tenancy to procure an updated credit report or criminal background check. Applicant further agrees to inform Owner, via its Agent, of ANY changes in their status as shown on this application.

\_\_\_\_\_  
APPLICANT # 1 I have provided the above information

DATE: \_\_\_\_\_ AND TIME \_\_\_\_\_ AM/PM

\_\_\_\_\_  
APPLICANT # 2 I have provided the above information

DATE: \_\_\_\_\_ AND TIME \_\_\_\_\_ AM/PM

\_\_\_\_\_  
APPLICANT # 3 I have provided the above information

DATE: \_\_\_\_\_ AND TIME \_\_\_\_\_ AM/PM

**A Weber Properties Community**

**PET REGISTRATION**

DATE: \_\_\_\_\_

Lessee Name: \_\_\_\_\_ Home Space: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

1. Pet Type and Breed: \_\_\_\_\_

Color: \_\_\_\_\_ Weight: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

2. Pet Type and Breed: \_\_\_\_\_

Color: \_\_\_\_\_ Weight: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

I agree to abide by the Policies and Guidelines that covers the responsibilities and rules for pet ownership within the Community. I will continue to provide to the office updated copies of the documents below, as law requires them.

Signature: \_\_\_\_\_

Community Approval: \_\_\_\_\_

Photo: \_\_\_\_\_

Required Proofs – *which must be kept current:*

- County License
- Rabies Shots
- Vaccination Shots

# Rolling Hills Community

A Weber Properties community

## LEASE

This Community was designed and planned for your enjoyment. It is the sincere desire of the Community management (Lessor) to make this a beautiful, comfortable, healthy, safe and enjoyable place for you, your family and your neighbors. To achieve a basic understanding between you the Lessee and Community management (Lessor), the responsibilities of each are set forth clearly and mutually agreed to below. This Agreement establishes certain conditions which are necessary for good community relations and are based upon impartial application and compliance in order to insure both Lessee and Community management (Lessor) against any situation which would deny these rights.

No rule or guideline shall be established which cannot stand the test of fairness, reason and logic. This warranty is based equally upon your cooperation and the guarantee of your fundamental rights.

This **Lease Agreement**, hereinafter "Lease," dated, \_\_\_\_, 2022, by and between Weber Properties, hereinafter "Lessor" AND \_\_\_\_\_ hereinafter "Lessee".

In consideration of the mutual covenants herein expressed, and in compliance with ACT 261 of The General Assembly of the State of Pennsylvania, governing the relationship between Lessee and Community management (Lessor), **the parties hereto agree as follows:**

### 1. PARTIES BOUND

This Lease will be binding upon the parties hereto and their heirs and executors.

### 2. PROPERTY

Community management (Lessor) hereby rents to Lessee and Lessee rents from Community management (Lessor), Manufactured Home Space #\_\_\_\_\_ in the Community.

### 3. MANUFACTURED HOME DESCRIPTION

Lessee agrees to place and/or maintain the manufactured home of the following description on the space:

Make \_\_\_\_\_ Year \_\_\_\_\_ Vin \_\_\_\_\_ Color \_\_\_\_\_

### 4. TERM

This Lease shall be for a period of ONE (1) MONTH beginning on the first day of \_\_\_\_\_ 2022. In the event Lessee occupies the manufactured home space prior to the beginning date, the rent for such prior occupancy shall be prorated.

### 5. RENTAL AMOUNT

The monthly rental to be paid by Lessee unto Community management (Lessor) is as follows: Monthly rent for the manufactured home space is \$365.00, plus, as additional rent, charges if any included in the Disclosure of Fees document attached hereto. Rent may be increased during any subsequent automatic extension or renewal period upon thirty (30) day written notice of the same provided that said increase does not exceed the consumer price index or equivalent.

### 6. PAYMENT PROCEDURE

Payments are to be mailed or E.F.T. to the office or other location as directed by Community management (Lessor) from time to time.

## **7. RENTAL DUE**

Payments are due on or before the first day of the month. Other charges and fees are due upon billing.

## **8. LATE CHARGE**

If Lessee fails to pay Community management (Lessor) the monthly rental on time, the Community management (Lessor) may collect as additional rent a penalty fee for late payment if the rent is more than seven days overdue.

## **9. RENEWAL OF LEASE**

At the end of the initial term and all subsequent terms this Lease shall be automatically renewed for an additional term of one month subject to any modifying provisions by Community management (Lessor) unless either party shall *notify the other in writing* a minimum of one month prior to the expiration of the rental agreement that the *party does not intend to renew*. All Leases are to terminate at the end of the standard rental period [last day of month].

*i.e. one month notice received Oct. 4, begins November 1 and ends November 30.*

## **10. HOLDOVER REMEDIES**

Whenever the term of the Lease expires, if the Lessee continues in possession of the manufactured home space after the date of termination of the Lease without the Community management's (Lessor's) written consent, the Community management (Lessor) may recover from the Lessee an amount equal to *double the daily rent* under the previous agreement, for each day the Lessee remains in possession and the Community management (Lessor), may in addition, bring an action for possession and damages caused by the holdover.

## **11. FIRST MONTH'S RENT**

Lessee agrees to pay Community management (Lessor) in advance the first month's rent as stated herein. Said payment shall not be due or received until five days after the last date and time noted on the receipt for the Policy and Fees Disclosure document.

## **12. TRANSFER OF LEASE**

Subject to Community management's (Lessor's) right to accept or reject the proposed new Lessee on the same basis by which he accepts or rejects any new Lessee, this Lease will be transferable from Lessee to any person to whom he may transfer title to his manufactured home at any time during the term of the Lease after application to and acceptance by Community management (Lessor). The new Lessee will assume all of the duties and obligations of the original Lessee, and those of the Community management (Lessor) to the Lessee will remain as to the original Lessee for the remainder of the term of the Lease. Failure on the part of the original Lessee to notify the Community management (Lessor) for review five (5) days prior to the transfer of the title to a new Lessee, may be grounds for termination of the Lease and removal of the home.

## **13. TERMINATION OF LEASE**

This Lease may be terminated prior to the stated expiration date in the Lease as follows:  
Community management (Lessor) may, any time after rent is overdue, demand payment thereof and notify the Lessee in writing that unless payment is made within a time specified in the notice the Lease will be terminated. If the Lessee remains in default, the Community management (Lessor) may thereafter terminate the Lease and bring any proper legal action or suit for recovery of rent due and a summary proceeding for eviction may be commenced.

If Lessee breaches any policy or agreement of the Lease, the Community management (Lessor) shall notify the Lessee of the breach. Such notice will substantially specify the rule allegedly breached and advise Lessee that if the violation continues the Community management (Lessor) may terminate the Lease and bring summary proceedings for possession of the manufactured home space.



In accordance with the Landlord and Tenant Act, Article V, Section 501e, Community management (Lessor) and Lessee agree that Lessee waives the requirement of Notice to Quit which provides for notice when a resident is legally evicted as provided under Section 3 of the "Manufactured Home Community Rights Act."

**14. OBLIGATION OF THE LESSEE**

Lessee hereby agrees that they will abide by the Policies and Guidelines as attached hereto, as well as any additional or amended Policies and Guidelines provided written notice is provided. Violations of these Policies and Guidelines shall constitute a breach of this Lease and be grounds for eviction. All Policies and Guidelines are acknowledged to be conditions of this Lease.

**15. COLLECTIONS**

In addition to any fee, charge, rent, or debt owing to Lessor under this Lease, the Lessor shall be entitled to collect from the Lessee all of its actual and bona fide expenses incurred as a result of a breach of this Lease by the Lessee, as a result of a violation of the Rules and Regulations (Policies and Guidelines) adopted hereunder by the Lessee, and/or in the context of enforcing the terms of this Lease, including but not limited to its actual court costs, litigation expenses, and reasonable attorney fees, to the fullest extent permitted by law. The Lessor shall also be entitled to collect from the Lessee any fee, charge, rent, debt, or damages incurred relating to Lessee's improper holdover, abandonment of the manufactured home, or Lessor's storage or removal of Lessee's manufactured home, to the fullest extent permitted by law.

**16. SET-UP AND CONNECTIONS TO COMMUNITY SYSTEMS**

Set-up of the home and connection to water, sewer and electric is by service/set-up personnel selected by Lessee at Lessee's expense. Lessee must ensure that competent, qualified personnel follow applicable health, safety, building codes and in compliance with PA Manufactured Housing Improvement Act.

**17. LESSEE HEREBY ACKNOWLEDGES**

**A. Lessee acknowledges RECEIPT AND REVIEW of this lease AND the following exhibits:**

- WEBER 1 Lease
- WEBER 2 Application
- WEBER 3 Policies and Guidelines
- WEBER 4 Rent Charges Fees Disclosure
- WEBER 5 Policies and Fees Disclosure Cover Sheet
- WEBER 6 Policies and Fees Disclosure Receipt
- WEBER 7 Privacy Policy and Fair Credit Notice
- WEBER 8 Lessee Seller Disclosure and Receipt
- WEBER 9 Lessee Data form
- WEBER 10 Act 261 Important Notice

**B.** That Lessee has provided the information required in the Lessee Data Form and is responsible for updating this data as changes occur.

**C.** That Lessee is aware that the term of payment is monthly on or before the first.

**D. APPROVALS**

*Manager to list required approvals (pets, construction, changes, etc.,) here:  
Future approvals must be added to both copies (Lessee's and Lessor's) of this Lease.*

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**18.** Designated notification recipient lessee: In accordance with Act 261 the below listed Lessee is designated to be the official recipient of all required notices pertaining to this Lease.

Designated Lessee: \_\_\_\_\_

Mailing Address \_\_\_\_\_

**19. THIS LEASE SHALL HAVE NO FORCE OR EFFECT UNTIL FIVE DAYS AFTER THE LAST DATE AND TIME NOTED ON THE ATTACHED RECEIPT FOR THE DISCLOSURE DOCUMENT REQUIRED BY ACT 261.**

**I understand and agree** to the terms of this Lease and acknowledge receipt of the documents and information listed above.

LESSEE \_\_\_\_\_ Date and Time \_\_\_\_\_

\_\_\_\_\_ Date and Time \_\_\_\_\_

\_\_\_\_\_ Date and Time \_\_\_\_\_

**LESSOR (SIGNATURE REQUIRED)** \_\_\_\_\_ Title \_\_\_\_\_

LENDER INFORMATION:

COMPANY \_\_\_\_\_ LENDER PH \_\_\_\_\_

ADDRESS \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

\_\_\_\_\_ LOAN NO \_\_\_\_\_

# **Rolling Hills Community**

A Weber Properties community

## **POLICIES AND GUIDELINES FOR COMMUNITY LIVING**

**To promote a healthy and enjoyable living environment** and to protect your investment in your home, certain policies and guidelines have been adopted to enhance through good upkeep the desirability of living in this manufactured home community. They are to encourage a friendly, clean and well-maintained community of which all can be proud.

Many of the guidelines established by the management are common sense items and deal with courteous behavior to your neighbors. So, in most cases, they should be second nature and require no extra effort to follow. Our objective is to maintain a highly regarded residential community with pleasant surroundings in which you can live with pride, dignity, safety and comfort.

### **A. GENERAL REQUIREMENTS:**

1. Rolling Hills Community is an adult community intended for occupancy by persons 55 years of age or older as defined by the "Housing for Older Persons Act of 1995". A portion of this Act is as follows:

#### **Section 2. Definition of Housing for Older Persons.**

Section 807(b) (2) of the Fair Housing Act (42 USC3607 (b) (2) is amended to read as follows:

- (C) Intended and operated for occupancy by persons 55 years of age or older, and
  - (i) at least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;
  - (ii) the housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
  - (iii) the housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall
    - (I) provide for verification by reliable surveys and affidavits; and
    - (II) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification;"

2. All residents shall provide Lessor with a copy of valid driver's license or other photo identification and must be 18 years of age or older.
3. Only one (1) child of Lessee, which child must be over the age of nineteen (19) years, may reside in the community.

4. Prior to entry to the community, all applications and forms must be completed with all information requested so that character and credit checks can be conducted to determine community and financial responsibility. Negative reports regarding character and credit or failure to complete forms completely and accurately may be reason for disapproval
5. All homes to be placed in the community must be approved by Community management (Lessor) and in compliance with the Home Entrance Requirements of the community.
6. No more individuals than is suitable for the manufactured home of its particular size and design shall occupy manufactured homes.
7. The home shall not be occupied by any person other than those named in the Lease except for visitors. No home or premises shall be subleased or put in the possession of another party. It is required that all individuals named on the title must be a lessee on the lease and must live in the home.
8. Visitors that are guests of Lessee in excess of seven (7) consecutive days or in excess of twenty-one (21) days per year are required to apply for community approval for living in the home. Approval will be subject to review of criminal, background and/or financial checks in accordance with community procedures. Approval and listing on the lease may be granted if the additional applicant meets all requirements.
9. Community management's (Lessor's) representatives shall have the right to access and be permitted access to the home space and utilities for maintenance or inspection at all times. This does not include the inside of the home.
10. Fire extinguishers, smoke detectors and a fire escape plan are encouraged for your safety.
11. Community management (Lessor) will not be responsible for damage, injury or loss by accident, theft, fire, mischief or acts of God to either the property or person of Lessee or guests and Lessee is hereby notified that Lessee will assume all risk in such matters and should insure themselves and their property accordingly.
12. Lessee must continue to provide Community management (Lessor) with the current home mailing address, phone numbers, employment information, and other Lessee data as requested from time to time.
13. After providing and complying with the lease termination/move-out notice, Lessee must notify Community management (Lessor) in writing three (3) days in advance of his or her intention to move the home. Lessee will pay all outstanding charges due to Community management (Lessor), obtain Community management's (Lessor's) release in writing and obtain required permits and submit copy to Lessor, for movement of home, prior to attaching a tow vehicle.
14. Lessees may sell their homes without restriction as to purchaser. But if the purchaser desires to keep the home in the community, purchaser must comply with the entrance procedures and meet the requirements of residency. Community management (Lessor) will do its utmost to assist in a timely review of the proposed Lessee for approval. Any change of ownership of the home requires a new lease with all owners meeting the requirements of Resident status (i.e. ownership and a party to the lease.)

15. To be considered for action, all concerns/complaints, with the exception of emergencies, must be submitted in writing and signed by the Lessee. Forms are available at the office.
16. Community management (Lessor) reserves the right to, from time to time, amend or adopt policies, procedures or guidelines upon thirty (30) days notice.
17. Payments are to be made by check, money order or E.F.T.

## **B. HOME**

1. Homes must be maintained to blend with other homes in the community and be in keeping with the general appearance of the community.
2. All homes and home spaces shall be kept in good condition and repair and the exterior will be kept clean, neat, and properly painted at all times. Community management (Lessor) reserves the right to require reasonable repair, maintenance, and improvement of any home for the general upkeep of the community.
3. All exterior home and home space improvements including but not limited to, temporary or permanent additions, alterations, patios, or patio coverings, porches, concrete or masonry work, skirting, utility changes, or any change in the exterior color of home or buildings must be submitted to and approved in writing by Community management (Lessor) prior to any change or installation. Lessees are advised that they must obtain all government permits at their expense, conform to the applicable building code, and be approved by the appropriate authority. All permits must be submitted to the Lessor before the start of work.
4. Any addition shall be of a design in harmony with the home, be constructed in a craftsman-like manner and match the existing finish (i.e. siding and roofing material) with the home.
5. Exterior plastic coverings (windows, doors, screens etc.) are prohibited.
6. Window unit air conditioners are not permitted.
7. The hitch for each home must be removed.
8. TV and any other antenna shall not be higher than 3 feet above the roof of the manufactured home. Satellite dishes exceeding 39 inches in diameter are not permitted. Electronic or other devices that interfere with other Lessees will not be permitted.
9. All utilities to the home must be installed, maintained, and be in good working order at all times. (i.e. Electricity, gas, water, sewer, heat.)
10. Oil tanks are not permitted

## **C. PETS**

1. No pets are allowed in the community except by specific written permission of Community management (Lessor). A maximum of two (2) pets per household is permitted; this may include

only one (1) dog. Community management (Lessor) reserves the right to accept or reject any pet. Breeds of dog that are not permitted shall include but are not limited to any Mastiff, Doberman Pinscher, German Shepherd, Great Dane, Husky, Pit Bull, Rottweiler, Saint Bernard, Chow, Akita, Presa Canarios, Wolf Hybrids, Alaskan Malamutes, or any mixed breed involving the aforementioned breeds.

2. Prior to bringing a pet into the community, Lessee must obtain approval for and register pet with Community management (Lessor). A photo of the dog must be included with the registration form. Any animal or pet not registered will not be allowed to remain in the community. Dogs must be licensed in accordance with all applicable local and state laws. Unregistered pets are not permitted in the community.
3. Pets must be kept on a leash held by a responsible individual when outside the home and must never be allowed to run at large. Under no circumstances may a pet be tied outside. Outside pet ties are not permitted.
4. Pets must be curbed on Lessee's yard. It is the responsibility of Lessee to remove animal waste from Lessee's yard a minimum of twice a week and from any areas within the community not belonging to Lessee immediately.
5. Noisy or unruly pets or those that cause complaints will not be allowed to remain in the community.
6. Outside pet houses are not permitted.
7. Feeding animals or leaving food or drink outside the home is strictly prohibited.
8. Service animals must be registered with the office with documentation identifying them as service animals.

#### **D. YARD AND HOME SPACE**

1. Yard care, including weeding at the street line and mowing any lawn not accessible to a 72 inch commercial lawn mower, is the responsibility of Lessee. Flower beds must be weeded, leaves raked, and bushes trimmed at all times. Grass and weeds must be trimmed to a low and neat level along the base of the foundation. Cutting debris must be removed from the street. Community management (Lessor) reserves the right to mow and/or trim any home space that is neglected and charge Lessee accordingly.
2. The planting of trees, shrubs and flowers is permitted and encouraged for improved appearance. However, to reduce the possible damage to underground utilities, please consult with management before digging. All trees, shrubs and flowers become a permanent part of the home space.
3. Community management (Lessor) reserves the right to restrict the size, content, and location of gardens. All gardens shall be small and well maintained. The planting of corn or sunflowers is prohibited.
4. No pools, wading pools, swings or other play equipment shall be allowed on premises without the written permission of the Community management (Lessor).

5. A very limited number of lawn ornaments and exterior decorations shall be permitted at the discretion of Community management (Lessor). Community management (Lessor) may limit the size, number and type.
6. Lessee may not place or maintain any signs on or within the rented property, other than Lessee's name, address, and seasonal decorations (which must be removed after the applicable holiday or season). In addition, Lessee may place one (1) professional-looking "For Sale" sign which shall be removed within twenty-four (24) hours of the time when the home is no longer offered for sale or political campaign sign, permitted not more than thirty (30) days prior to election.
7. Clotheslines may not be erected; however a single pole clothes tree may be installed at the rear of the home, provided it is placed in the collapsed position when not in use.
8. Fences and sheds are prohibited.
9. Lessor will not be held responsible for any injury or damage that is a result of not removing snow and ice from walks and driveways within 24 hours of the end of the snow or ice fall.
10. All items such as but not limited to lawn mowers, toys, tools, concrete blocks, tires, etc. must be stored inside your home or in the garage. No storage outside the home is permitted (except ½ cord of firewood (4x4x4) that must be stored on a raised platform in the least visible location on the home space).
11. The burning of trash, rubbish, leaves, or other materials is prohibited.
12. All garbage and trash must be bagged and placed in watertight containers. Trash should not be placed for pickup earlier than the night before the scheduled morning of pickup and empty trash receptacles must be removed from the street by the end of pickup day. Trash containers must be kept tightly sealed, clean, neat and placed away from view.
13. Disposable diapers, paper towels, sanitary napkins, or any other foreign matter shall not be put into the sewer system. Lessee shall be solely liable and responsible for all costs involved in sewer stoppages due to the above causes.
14. Attended outdoor grills are permitted to be used in the community in accordance with manufacturer's safety instructions.
15. No trees shall be removed without written approval of Lessor. Resident shall promptly remove dead or diseased trees.

#### **E. VEHICLES**

1. Only currently licensed and inspected vehicles in good repair and appearance, which are used on a regular basis, are permitted in the community. Vehicles leaking gas or oil must be removed from the Community and any residue on the street or driveway must be cleaned. Community management (Lessor) may reasonably limit the number of vehicles parked in the community by Lessee.

2. Vehicles must be parked in the paved spaces provided. Driving or parking on grass, patios, or common areas of the community is prohibited. Temporary parking for occasional, short term guests is permitted along the roadway, so long as the vehicle does not prohibit passage.
3. The right to park in the community is limited to Lessees and their guests. Guests must be visiting with a Lessee at his/her home in order to park in the community.
4. A speed limit of fifteen (15) miles per hour, or as posted, must be observed at all times.
5. Vehicle repair, overhaul, and draining of oil or radiators are prohibited.
6. Vehicles with loud engines, go-carts, unlicensed motorbikes and scooters, 3 or 4 wheelers and snowmobiles are not permitted in the community.
7. Parking or storage of commercial vehicles, tractor cabs, stake-body, service-body, dump-body or utility-body type trucks is not permitted in the community.
8. Boats, trailers and recreational vehicles are prohibited at the home space except for a short period (up to two days) to load or unload before or after use. In-community use is prohibited.
9. Parking is limited to the number of vehicles that can reasonably be accommodated, at the discretion of management, on the paved surface provided at the home space.
10. Overnight parking on street is prohibited when snow or ice is forecast.

#### **F. COMMUNITY LIVING**

1. Community management (Lessor) reserves the right to impose penalties as outlined below on any Lessee and/or to eject or prohibit entry to any other individual who causes a disturbance or becomes a nuisance.
2. Lessees shall be responsible for the conduct of the members of their household, their pets and their visitors and shall be liable for any damages caused to the property of the community or others. Drunkenness, loud parties, acts of inappropriate conduct as determined by management or any activity that disturbs the peace and tranquility of the community is prohibited.
3. No peddling, soliciting or commercial enterprise is allowed in the community without the written consent of Community management (Lessor). No routine babysitting or Home Day Care Service of unrelated children from outside the community is permitted.
4. Noise, whether from televisions, radios, voices, mufflers, or other sources, which are disruptive or objectionable as determined by management, is prohibited. Noise levels shall be further reduced between the hours of 10:00 P.M. and 8:00 A.M. for the benefit of all Lessees.
5. Trespassing on another home space is prohibited.
6. Individuals are not to play in the roadways. Bikes, toys, etc. are not to be left or parked on the roadways, sidewalks, driveways or lawns when not in use.



7. Air rifles, BB guns, bows and arrows, pellet guns, fireworks, etc. and weapons of any type may not be discharged or displayed in the community.
8. Any violation of federal, state or local laws and ordinances shall be considered a violation of these policies and guidelines.
9. Individuals must conduct themselves in a manner to maintain a safe, clean, quiet and healthy community at all times without creating interference with other individuals.
10. Yard sales may only be held on the first Friday and Saturday in June and the last Friday and Saturday in August with rain dates limited to the following Friday and Saturday.

**G. PENALTIES FOR VIOLATION**

In the event of a violation of any of these Policies and Guidelines, the following are procedures that will be followed.

1. A letter will be sent to Lessee noting the violation.
2. If the violation is not corrected within five (5) days for minor and intermediate offenses, as defined below, or within thirty (30) days for major offenses, as defined below, a fine will be levied as indicated below and a second letter will be sent to the Lessee, noting the imposition of the fine.
3. If the offense is not addressed within thirty (30) days of the second letter for minor and intermediate offenses, as defined below, or within sixty (60) days of the second letter for major offenses, as defined below, Community management (Lessor) may bring an action at law or in equity against the Lessee.

Offenses will be classified by Community management (Lessor), on a case by case basis, to be major, intermediate and minor, depending on the seriousness of the offense, and fines will be levied according to the number of times the Lessee is or has been in violation of the rule.

A minor offense is something that is easily corrected and is unlikely to cause a significant inconvenience or annoyance to other homeowners, community management (Lessor) or third parties, such as weeds on the property or garbage cans left out.

First offense	\$100
Second offense	\$150
Third and subsequent offense	\$200

An intermediate offense is something that is easily corrected but is likely to or does cause significant inconvenience or annoyance to other Lessees, Community management (Lessor) or third parties, such as the parking of unauthorized commercial vehicles in the community or the parking of recreational vehicles in the community for longer than authorized by these Policies and Guidelines.

First offense	\$250
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Second offense	\$300
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Third and subsequent offense	\$350
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A major offense is something that is permanent in nature such as noncompliant architectural or landscaping changes.

First offense	\$500
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Second offense	\$1,000
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Third and subsequent offense	\$1,500
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In addition to the fines, Community management (Lessor) may, in its discretion, correct deficiencies and charge Lessee with the cost of the correction, which amount will be collectible by Lessor from Lessee as additional rent.

#### **H. AMENDMENT**

These Policies and Guidelines may be amended or revised by Community management (Lessor) at any time, upon thirty (30) days notice to Lessee, and Lessee is responsible to abide by the Policies and Guidelines, as amended. Lessee will be given written notice of any amendments or revisions.

# **Rolling Hills Community**

A Weber Properties Community

## **DISCLOSURE OF RENT, FEES, SERVICE CHARGES, ASSESSMENTS, and UTILITY CHARGES MONTH-TO-MONTH LEASE**

1. RENT PER MONTH PAID \$365.00

2. FEES

CREDIT CHECK: \$15.00 PER PERSON

CRIMINAL CHECK: \$ 31.00 PER PERSON

DISCLOSURE DOCUMENTS (HOME SELLER): \$10.00 PER COPY

LAWN AND SHRUB CUTTING: \$50.00 PER HOUR, MINIMUM CHARGE \$50.00

CLEAN-UP OF LAWN, LEAVES, WEEDS, DEBRIS: \$50.00 PER HOUR, MINIMUM CHARGE \$50.00

RETURNED CHECK: \$45.00

LATE FEE FOR RENT RECEIVED AFTER THE 7<sup>TH</sup> OF THE MONTH: \$40.00

COURT FILING FOR RENT/POLICY VIOLATIONS: \$30.00 PLUS COURT ASSESSED COSTS

VEHICLE STORAGE (IF AVAILABLE): \$25.00 /MONTH

ABANDONED HOME (PA ACT 74) STORAGE FEE: \$ 25.00 PER DIEM RENT

2. UTILITY CHARGES:

LAWN MOWING: INCLUDED WITH MONTHLY RENT

WATER: NOT INCLUDED OR PROVIDED BY COMMUNITY

SEWER: INCLUDED WITH MONTHLY RENT

RECYCLING: INCLUDED WITH MONTHLY RENT BI-WEEKLY

TRASH: INCLUDE WITH MONTHLY RENT TWO 32 GALLON CONTAINERS PER WEEK

INTERNET SERVICE: NOT INCLUDED OR PROVIDED BY COMMUNITY

CABLE SERVICE: NOT INCLUDED OR PROVIDED BY COMMUNITY

ELECTRICITY: NOT INCLUDED OR PROVIDED BY COMMUNITY

FUEL: NOT INCLUDED OR PROVIDED BY COMMUNITY

## **A Weber Properties Community**

### **IMPORTANT NOTICE REQUIRED BY LAW**

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR LEASE OR OCCUPANCY AGREEMENT WITH THIS MANUFACTURED HOME COMMUNITY. THE LAW REQUIRES ALL OF THESE RULES TO BE FAIR AND REASONABLE.

AS A LESSEE, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND OTHER REASONABLE FEES, SERVICE CHARGES AND ASSESSMENTS HEREINAFTER SET FORTH AND ABIDE BY THE RULES OF THE COMMUNITY. ENTRANCE AND EXIT FEES MAY NOT BE CHARGED. INSTALLATION AND REMOVAL FEES MAY NOT BE CHARGED IN EXCESS OF THE ACTUAL COST TO THE MANUFACTURED HOME COMMUNITY OWNER OR OPERATOR FOR PROVIDING SUCH SERVICE FOR THE INSTALLATION OR REMOVAL OF A MANUFACTURED HOME IN A MANUFACTURED HOME SPACE.

AS A LESSEE, YOU MAY BE EVICTED FOR ANY OF THE FOLLOWING REASONS:

- (1) NONPAYMENT OF RENT.
- (2) A SECOND OR SUBSEQUENT VIOLATION OF THE RULES OF THE MANUFACTURED HOME COMMUNITY OCCURRING WITHIN A SIX-MONTH PERIOD.
- (3) IF THERE IS A CHANGE IN USE OF THE COMMUNITY LAND OR PARTS THEREOF.
- (4) TERMINATION OF MANUFACTURED HOME COMMUNITY.

AS A LESSEE, YOU SHALL ONLY BE EVICTED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

- (1) A LESSEE SHALL NOT BE EVICTED BY ANY SELF-HELP MEASURE.
- (2) PRIOR TO THE COMMENCEMENT OF ANY EVICTION PROCEEDING, THE MANUFACTURED HOME COMMUNITY OWNER SHALL NOTIFY THE LESSEE IN WRITING OF THE PARTICULAR BREACH OR VIOLATION OF THE LEASE OR COMMUNITY RULES BY CERTIFIED OR REGISTERED MAIL.
  - (i) IN THE CASE OF NONPAYMENT OF RENT, THE NOTICE SHALL STATE THAT AN EVICTION PROCEEDING MAY BE COMMENCED IF THE MANUFACTURED HOME LESSEE DOES NOT PAY THE OVERDUE RENT WITHIN 20 DAYS FROM THE DATE OF SERVICE IF THE NOTICE IS GIVEN ON OR AFTER APRIL 1 AND BEFORE SEPTEMBER 1, AND 30 DAYS IF GIVEN ON OR AFTER SEPTEMBER 1 AND BEFORE APRIL 1 OR AN ADDITIONAL NONPAYMENT OF RENT OCCURRING WITHIN SIX MONTHS OF THE GIVING OF THE NOTICE MAY RESULT IN IMMEDIATE EVICTION PROCEEDINGS.

(ii) IN THE CASE OF A BREACH OF THE LEASE OR VIOLATION OF THE COMMUNITY RULES, OTHER THAN NONPAYMENT OF RENT, THE NOTICE SHALL DESCRIBE THE PARTICULAR BREACH OR VIOLATION. NO EVICTION ACTION SHALL BE COMMENCED UNLESS THE LESSEE HAS BEEN NOTIFIED AS REQUIRED BY THIS SECTION, AND UPON A SECOND OR SUBSEQUENT VIOLATION OR BREACH OCCURRING WITHIN SIX MONTHS, THE MANUFACTURED HOME COMMUNITY OWNER MAY COMMENCE EVICTION PROCEEDINGS AT ANY TIME WITHIN 60 DAYS OF THE LAST VIOLATION OR BREACH.

AS A LESSEE, YOU SHALL NOT BE EVICTED WHEN THERE IS PROOF THAT THE RULES YOU AS THE LESSEE ARE ACCUSED OF VIOLATING ARE NOT ENFORCED WITH RESPECT TO THE OTHER MANUFACTURED HOME RESIDENTS OR NONRESIDENTS ON THE COMMUNITY PREMISES.

IN ADDITION, NO EVICTION PROCEEDING FOR NONPAYMENT OF RENT MAY BE COMMENCED AGAINST YOU AS THE LESSEE UNTIL YOU HAVE RECEIVED NOTICE BY CERTIFIED OR REGISTERED MAIL OF THE NONPAYMENT AND HAVE BEEN GIVEN TO PAY THE OVERDUE RENT 20 DAYS FROM THE DATE OF SERVICE IF THE NOTICE IS GIVEN ON OR AFTER APRIL 1 AND BEFORE SEPTEMBER 1, AND 30 DAYS IF GIVEN ON OR AFTER SEPTEMBER 1 AND BEFORE APRIL 1. HOWEVER, ONLY ONE NOTICE OF OVERDUE RENT IS REQUIRED TO BE SENT TO YOU AS THE LESSEE DURING ANY SIX-MONTH PERIOD. IF A SECOND OR ADDITIONAL VIOLATION OCCURS WITHIN SIX MONTHS FROM THE DATE OF THE FIRST NOTICE THEN EVICTION PROCEEDINGS MAY BE IMMEDIATELY STARTED AGAINST YOU.

YOU ARE ENTITLED TO PURCHASE GOODS OR SERVICES FROM A SELLER OF YOUR CHOICE AND THE COMMUNITY OWNER SHALL NOT RESTRICT YOUR RIGHT TO DO SO.

IF YOU DESIRE TO SELL YOUR MANUFACTURED HOME, THE MANUFACTURED HOME COMMUNITY OWNER MAY NOT PREVENT THE SALE AND MAY NOT CLAIM ANY FEE IN CONNECTION THEREWITH, UNLESS THERE EXISTS A SEPARATE WRITTEN FEE AGREEMENT. HOWEVER, THE MANUFACTURED HOME COMMUNITY OWNER MAY RESERVE THE RIGHT TO APPROVE THE PURCHASER AS A RESIDENT IN THE MANUFACTURED HOME COMMUNITY.

ENFORCEMENT OF THE MANUFACTURED HOME COMMUNITY RIGHTS ACT IS BY THE ATTORNEY GENERAL OF THE COMMONWEALTH OF PENNSYLVANIA OR THE DISTRICT ATTORNEY OF THE COUNTY IN WHICH THE MANUFACTURED HOME COMMUNITY IS LOCATED. AS A LESSEE, YOU MAY ALSO BRING A PRIVATE CAUSE OF ACTION. IF YOUR RIGHTS ARE VIOLATED YOU MAY CONTACT THE STATE BUREAU OF CONSUMER PROTECTION OR YOUR LOCAL DISTRICT ATTORNEY.

## A Weber Properties Community

### **WE SUPPORT FAIR HOUSING**

**The ownership, management and staff** of this Manufactured Housing Community truly *welcomes everyone*, regardless of race, color, national origin, religion, sex, familial status or handicap (disability).

It is our policy to fully support and comply with the Fair Housing Act, the Civil Rights Act of 1964 and the Federal Fair Housing Amendments Act of 1988. We do not discriminate based on race or color, national origin, religion, sex, familial status or disability.

In accordance with the law, we do not discuss or answer questions regarding the protected classes listed above.

Should you need additional information regarding these laws, please contact the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity at 451 7th Street, S.W., Rm. 5204, Washington, DC 20410-2000. Phone number: (202) 708-0836 or (800) 669-9777.

Sincerely,

(INSERT OWNER, MANAGEMENT STAFF & COMMUNITY PERSONNEL)

## A Weber Properties Community

### **DISCLOSURE COVER SHEET**

This document contains important information regarding your legal rights and your financial obligations in leasing or renewing or signing a new lease for a manufactured home space. Make sure that you read the entire document and seek legal advice if you have any questions regarding the information stated in this document. The statements contained in this disclosure are only summary in nature. A prospective lessee should refer to all references; including all lease or rental agreement documents as well as any rules and regulations that have been established for the manufactured home community. Oral representations should not be relied on as correctly stating the representations of the manufactured home community owner or operator. Instead, you should refer to the lease or rental agreement and required disclosure documents for correct representations. You should also refer to the act of November 24, 1976 (P.L.1176, No.261), known as the Manufactured Home Community Rights Act, to become familiar with your obligations and rights as a manufactured home resident. You have **FIVE CALENDAR DAYS** from the date you received this documentation to cancel your agreement in writing to the manufactured home community owner or operator.

**A Weber Properties Community**

**RECEIPT**

**I HAVE RECEIVED THE:**

**POLICIES AND GUIDELINES AND**

**RENT, CHARGES AND FEES DISCLOSURE DOCUMENTS WITH  
COVER SHEET.**

**RECIPIENT:**

\_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_ **AM/PM**

\_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_ **AM/PM**

\_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_ **AM/PM**

\_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_ **AM/PM**



## A Weber Properties Community

# **CONSUMER FINANCIAL INFORMATION PRIVACY NOTICE and FAIR CREDIT REPORTING ACT NOTICE**

### **What this Privacy Policy Covers**

This Privacy Policy covers treatment of nonpublic personally identifiable information that we collect when you, the “customer” or “consumer,” applies to rent a home space from us. This policy also covers our treatment of any nonpublic personally identifiable information that our business partners share with us.

This policy does not apply to the practices of non-affiliates of the community.

### **Protection and Confidentiality of Nonpublic Personal Information**

We are providing this notice as required by the Federal Financial Privacy Law and the Fair Credit Reporting Act.

We limit access to nonpublic customer information about you to our employees who need to know that information for us to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Nonpublic personal information means personal financial information about you that we collect in connection with providing you with a financial product or service that is not made publicly available.

### **Categories of Nonpublic Personal Information We May Collect**

When appropriate in conducting business, we may collect nonpublic information about customers from a variety of sources:

- Information the customer has provided on applications or other forms
- Information about the customer's transactions with us, our affiliates or others
- Information we may obtain from consumer credit reporting agencies
- Information from third parties such as employment verification and property insurance coverage

**Information Sharing and Disclosure**

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

**By signing below, I acknowledge receiving a copy of this Privacy Policy and Fair Credit Reporting Notice**

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

**A Weber Properties community**

**COMMUNITY**

**SELLER DISCLOSURE NOTICE COVER SHEET**

**Be advised that this manufactured home offered for sale is subject to the Manufactured Home Communities Rights Act and a written lease required under that law. You are advised that the community in which this home is now placed requires an approved application for lessees and occupants and a fully executed lease prior to your right to reside in the community.**

**You shall have a minimum of 5 CALENDAR days after receiving this disclosure required under the Manufactured Home Communities Rights Act to void the transaction with the operator, if any, and, if terminated, you shall be returned any deposits and rents paid to the operator of the community.**

**I have received the Fees and Disclosure documents:**

**RECIPIENT:**

\_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_ **AM/PM**

\_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_ **AM/PM**

\_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_ **AM/PM**

\_\_\_\_\_ **DATE** \_\_\_\_\_ **TIME** \_\_\_\_ **AM/PM**

Take this signed cover sheet to the Community office when applying.