

## **Section II. Homesite Rentals**

Rev'd. 5/2019

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## **Physical Move-In**

### **Home Installation Agreement & Home Installation Site Plan Checklist**

**A new resident who is moving a home into your community and is not purchasing an existing home from a community resident will be referred to as a “physical move-in”.**

1. Refer to the ***Community Home & Homesite Standards*** in **Section XVI** and confirm the home to be installed meets the community standards.
2. Note the size of the home being moved in and select the appropriate size homesite.
3. New residents must read and sign a ***Home Installation Agreement*** form prior to move-in.
4. The ***Home Installation Agreement*** insures that the home will be set up by licensed professionals and in accordance with local codes and the community's installation guidelines.
5. Specific home installation guidelines for each community are outlined in the ***Community Covenants*** and ***Home Installation Agreement***.
6. For all additions or appurtenances to the home's exterior (including steps, decks, and sheds) or landscaping, the Resident or Dealer must comply with any applicable community standards and must complete a ***Resident Design Approval***. Your Regional Vice President must approve and sign the ***Resident Design Approval*** before work can commence.
7. We require four (4) photographs of any home brought into the community, except UHI retail ordered home, showing each side and both ends. These photographs must be signed and dated by the applicant before they can be approved for residency. If the home is within thirty (30) miles of the community, the Community Manager must physically inspect the home.
8. **Complete the *Home Installation Site Plan Checklist*. Attach all documents requested on the checklist and fax to your Regional Vice President. Home Installation Guidelines can be found in both the Property Maintenance Manual and the Sales Manual.**

**Note: Some communities may not accept older homes or homes in poor condition. If a home is more than five (5) years old or worth less than \$10,000, you must obtain the approval of your Regional Vice President before permitting the home to be moved into the community.**

# HOME INSTALLATION AGREEMENT

---

NAME OF DEALER \_\_\_\_\_ DATE DELIVERED \_\_\_\_\_  
RESIDENT'S NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ HOMESITE # \_\_\_\_\_  
COMMUNITY \_\_\_\_\_ MAKE OF HOME \_\_\_\_\_ SIZE \_\_\_\_\_

---

Installation contractors must be insured and licensed by the appropriate governmental authority. Permits, if required, must be affixed on the home according to code before any work is started.

Occupancy will not be permitted until final inspection by any governmental officials is completed and codes complied with.

Proof of compliance with applicable local codes must be provided to Management prior to the time the home is occupied.

If the skirting is to be installed by the installation crew, the hitch(s) must be removed first.

Hitch removal and skirting installation must be completed within thirty (30) days of delivery date.

All installation standards required by the Community (see Community Covenants and Home & Homesite Standards) must be complied with.

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I/We have read and understand the above and accept full responsibility of the setup and all related costs incurred. Resident's failure to comply with these setup requirements shall constitute a default of the terms and conditions of their Lease Agreement and shall subject the Resident to the termination of their tenancy.

---

HOME PURCHASER \_\_\_\_\_

---

DATE \_\_\_\_\_

---

HOME PURCHASER \_\_\_\_\_

---

DATE \_\_\_\_\_

# HOME INSTALLATION SITE PLAN CHECKLIST

Community \_\_\_\_\_  
 Prepared by \_\_\_\_\_

Homesite # \_\_\_\_\_  
 Date \_\_\_\_\_

- 1. Community map with homesite indicated (attach to checklist)
- 2. Setback requirement (municipal). Refer to Community Home & Homesite Standards.

\_\_\_\_\_ (Back)                      \_\_\_\_\_ (Side)                      \_\_\_\_\_ (Front)                      \_\_\_\_\_ (Other)

3. Homesite grade variations (describe).

4. Type of Installation:    Uniprop Home Model        Transfer of inventory      
    Outside retailer home coming into community      
    Resident transfer from another community

5. Front door swing-- Screen door hinges on: left  right  n/a       Interior door hinges on: left  right  n/a

6. Rear door swing-- Screen door hinges on: left  right  n/a       Interior door hinges on: left  right  n/a

7. Size of home \_\_\_\_\_

8. Landscaping:    Xeriscape                       Greenscape

9. Digital photos of proposed homesite (e-mail).                      Date e-mailed \_\_\_\_\_

10 Homesite plan showing (attach to checklist with R.V.P. initials):  
 (Show location and orientation when appropriate.)

- Current trees, shrubs
- Proposed new trees, shrubs
- Existing shed, deck, carport
- Proposed shed, deck, carport, garage
- Existing walkway(s)
- Proposed walkway(s)
- Steps -- Front Door
- Steps -- Rear Door
- Parking Area (concrete/asphalt)
- Utilities
- Location of adjacent homes
- Proposed placement orientation of home on homesite
- If proposed placement of new home requires removal of existing trees, shrubs, concrete, etc., indicate removal on plan.
- Floor plan of home showing location of door and windows

11. Other installation issues (if applicable, describe on separate page)

Regional Vice President Approval \_\_\_\_\_ Date \_\_\_\_\_

## **Physical Move-In** **Homesite Inventory Checklist Description**

**The conditions of the homesite need to be documented prior to a new resident moving into the community to eliminate any questions regarding the condition of the homesite at the time of move-out.**

The ***Homesite Inventory Checklist*** form is used for this purpose and should be filled out in the following manner:

1. The Community Manager must fill in the name, address, homesite number, and date of possession of the homesite at the top of the form.
2. The Community Manager must list any existing damages on the ***Homesite Inventory Checklist*** form.
3. The new resident must sign and date the form in the lower left corner in the space provided.
4. The Community Manager must also sign and date the form in the lower right corner in the space provided.
5. The new resident may request a copy of the last ***Homesite Inventory Checklist*** form to review what claims were charged to the previous resident. Black out previous Resident's name and signature.
6. The ***Homesite Inventory Checklist*** form must be completed and signed prior to signing the lease.



## **Physical Move-In**

### **New Resident Orientation**

**Congratulations! You have approved and accepted a new resident into our Unipro Community. You now have a very important meeting ahead of you. The New Resident Orientation will provide you the means to communicate effectively what is expected of each new resident. You must provide a clear understanding of the *Community Covenants* in order to establish effective rules and regulations for a well-managed community. The success of this meeting will prevent future problems from occurring.**

1. Clear your desk and avoid interruptions. Provide for someone to answer your phone calls.
2. Welcome the new resident and put him/her at ease. Offer coffee or a cold drink.
3. All documents should be prepared (typed or filled-in) and ready for the new resident to sign.
4. Plan on forty-five (45) minutes to an hour for each orientation. This time is vital in order to communicate to the new resident(s) what you expect of them as residents in a Unipro Community and what they can expect from you and your staff.
5. Explain the ***Community Covenants*** thoroughly. Answer any questions and explain the rent collection procedures, late fees, etc. Explain the pet policy and the home and homesite maintenance guidelines. Provide a copy of the ***Community Covenants*** to the new residents and have them sign an additional copy that should be placed in the resident's permanent file.
6. Be certain that the new residents are aware of how their home must be installed and their home appurtenances (steps, decks, skirting, shed, awning, etc.) must be completed to our specifications within thirty (30) days. Present and explain the ***Home Installation Agreement*** form.
7. Explain the importance of proper home maintenance. Poorly maintained homes and homesites will not be tolerated. Accommodate and assist each new resident to create an attractive home and homesite. Advise and assist new resident to find a caretaker for their homesite when they are out of town to avoid any violation fees.
8. Explain to new resident which home improvements require a ***Resident Design Approval*** and discuss ***Resident Payback Policy*** (if applicable).



**Physical Move-In**  
**New Resident Orientation (cont'd.)**

Rev'd. 4/2017

9. Encourage “**pride in ownership.**” Explain that well-maintained homes and homesites increase the value of their home and generates a higher yield on their investment.
10. The ***Lease Agreement*** must be signed by the Community Manager, only if given written authority for resident approval by his Regional Vice President. The new resident must also sign the ***Lease Agreement***. Maintain a copy of the ***Lease Agreement*** in the new resident’s file.
11. View the **Resident Orientation Video** with the new resident to emphasize what is expected and answer any questions. If possible, include other members of the family when viewing the video.
12. Provide the new resident a ***Uniprop Welcome folder*** containing the ***Community Covenants, Lease Agreement, and all pertinent paperwork.***
13. Close your meeting with a hearty handshake and a “Welcome to our community.” Invite the new resident(s) to call or stop by anytime you can be of service to them.

## **Physical Move-In**

### **Resident File Checklist Description**

1. All new residents will have completed several different steps prior to moving into our Unipro Community which are necessary for final approval.
2. The ***Resident File Checklist*** provides an inventory of all the documents and forms which must be completed before a new resident moves into the community.
3. The ***Resident File Checklist*** should be attached to the **Left side** of each new Resident's File using a two-hole ACCO binder.

Documents pertaining to the resident's approval, such as ***Application for Residency, Landlord Verification forms, and Credit and Criminal Background check***, should be attached under the ***Resident File Checklist*** in the order they appear on the checklist.

4. All other documents, such as ***Late Rent Notices, Covenant Violations, etc.***, should be bound with a two-hole ACCO binder and attached to the **Right side of the Resident File**.
5. It is important that all documents and forms be included in your Resident's File.

**RESIDENT FILE CHECKLIST**

Rev'd. 2/2016

Buyer/Lessee Name \_\_\_\_\_ Homesite # \_\_\_\_\_  
Seller/Lessor Name \_\_\_\_\_ Date of Lease Agreement \_\_\_\_\_

- Physical Move-In     Home Owner Transfer     Home Loan Contract     Lease Home

**THIS CHECKLIST SHOULD BE ATTACHED TO THE INSIDE OF EACH RESIDENT'S FILE.**

**MOVING-IN**

**LEFT SIDE OF FILE**

- Lease & Lease Renewals
- Full Application Package & Attachments: Application Summary, Economic Evaluation, Application, ID & SS Card Copies, Application Fee, Credit Bureau Report, Proof of Income, Tax Information, Landlord References, Personal References, Pet Information & Photos, Eligibility Criteria Form (CO & MN ONLY)
- Proof of Home Ownership (if applicable)
- Proof of Insurance – Renter or Homeowner
- 1<sup>st</sup> Homesite Payment & Deposit
- Complete Copy of Community Covenants (initialed & signed)
- Security Deposit Form
- Homesite Inventory Checklist
- Home Installation Agreement/ Home Transfer Inspection
- Inspection Condition Report (Lease Home ONLY)
- Rent Promotion Agreement
- W-9 (Lease Home)
- Utility Transfer Notification

- Privacy Policy
- Mobile Home Statement of Monthly Parking (WI ONLY)
- Recreational Facilities (if applicable):
  - Pool Pass / Gate Pass
  - Other: Explain \_\_\_\_\_
- Explain \_\_\_\_\_
- RV Storage Agreement
- Security Parking Sticker
- Zoning Designation Disclosure (NV ONLY)
- Acknowledgement of Offer of Lease
- Acknowledgement of Receipt of Prospectus (FL ONLY)

**RIGHT SIDE OF FILE**

- 7 Day Notices
- Rule Violations
- Communication
- Completed Work Orders

**MOVING-OUT**

- Final Billing & Settlement Statement
- Home Transfer Inspection
- Other: Explain \_\_\_\_\_
- Homesite Inventory Checklist
- Inspection Condition Report

Date: \_\_\_\_\_

Regional Vice President: \_\_\_\_\_

## **Physical Move-In** **Community Covenants Description**

The ***Community Covenants*** have been developed to insure the proper adherence to community guidelines. Explain the ***Community Covenants*** to your new resident(s) and have them **sign a copy which will be placed in the resident's file**. Give the resident a set of ***Community Covenants*** to take home.

The time spent explaining the ***Community Covenants*** before a new resident moves-in will greatly benefit you as a Community Manager. New residents are more likely to comply with the ***Community Covenants*** if they understand them clearly.

Insert Community Covenants

## **Physical Move-In** **Lease Agreement Instructions**

A **Lease Agreement** must be executed **before** a new home moves into the community by a 1) new resident, 2) existing resident, or 3) dealer/broker. The new resident, existing resident, or dealer/broker should sign the **Lease Agreement** before the home occupies the homesite. Dealers/brokers are often unwilling to sign the **Lease Agreement**. Notify your Regional Vice President if this occurs.

Proof of ownership of the home in the form of a copy of the title or a copy of the Contract for Sale must be provided prior to execution of a lease. Proof of ownership is not required for prospective residents who are “occupants only”.

Make a copy of the new resident’s driver’s license or other form of picture identification for the resident’s file. If available, make a copy of the new resident’s social security card or tax ID card for the resident’s file.

Payment of rent will normally begin on the day the home occupies the homesite. However, payment may begin on a later date **with the written permission of your Regional Vice President**. At the time the **Lease Agreement** is signed, collect the security deposit and the pro-rated rent based on the date the home is expected to move into the community. (See instruction #12 below for a description of pro-rating).

### **Follow these instructions when executing a Lease Agreement:**

1. Complete the **Lease Agreement** by typing or neatly printing the information required.
2. Fill in the date the **Lease Agreement** is being signed and the name of the Unipro Community.
3. All residents or dealer/brokers must be listed on the **Lease Agreement**. If a home is owned by a dealer/broker, list its name on the **Lease Agreement**.
4. Anyone occupying the home not listed as Lessee must be listed in the section “All Persons Occupying Home not named above.”
5. The Unipro community address and telephone number should be listed in the section “Our Address and Telephone Number” (if not pre-printed).
6. The community address of the new resident or dealer/broker should be listed in the section “Your Address in Community Homesite.” Include the homesite # if the mailing address is the same for all residents.

**Physical Move-In**  
**Lease Agreement Instructions (cont'd.)**

7. The telephone number of the resident or dealer/broker should be listed in the section "Your telephone number." If not available, list a work, cell phone, or other contact number.
8. Complete the sections "Home Description," "Home Financed By," and "Home Insured By."
9. A dog or cat occupying the home must be listed on the lease along with a description: height, weight, breed, and name. **See *Community Covenants for height, weight, and breed requirements.***
10. The **Commencement Date** of the **Lease Agreement** is the date the home physically occupies the homesite or the date the new resident wishes to begin paying rent, whichever comes first.

Except for those communities listed below, **Anniversary Date** of the **Lease Agreement** will be the **first day of the month following the Lease Agreement Commencement Date**, except when the Commencement Date falls on the first of the month. In this case, the Anniversary Date will be the same as the Commencement Date. If the home has not yet moved into the community, insert the date at the time the home moves in.

The communities listed below have the following anniversary dates:

- Boulder Meadows..... February 1<sup>st</sup>
- Jamaica Bay ..... January 1<sup>st</sup>
- Sierra Vista ..... July 1<sup>st</sup>
- Sunshine Village..... March 1<sup>st</sup>
- West Valley ..... July 1<sup>st</sup>

11. The **monthly rent** should be listed in the section "**Base Rent.**" Listed immediately below "Base Rent," "**Other**" refers to **additional fees that are added onto the base rent monthly at some communities.** These fees may include a pet fee, extra occupant fee, and site tax (when applicable).

**The monthly rent is the rate in effect on the commencement date of the Lease Agreement.**

## Physical Move-In Lease Agreement Instructions (cont'd.)

12. The rental amount will be pro-rated for the first month's rent. If the **Commencement Date** of the lease is **after the 20<sup>th</sup>** of the month, the resident pays the **pro-rated rent plus the next month's rent**. If the **Commencement Date** of the lease is before the 20<sup>th</sup> of the month, the resident pays the pro-rated rent for the current month.

**To pro-rate the first month's rent manually:** Divide the homesite rent by the total number of days in the month (use the actual number of days in the calendar month) and multiply by the number of days of occupancy. For Example:

Homesite Rent = \$300/month

Resident Occupies Home on July 20<sup>th</sup>

Pro-Rated Rent for July =  $(\$300 \div 31 \text{ days}) \times 12 \text{ days (the \# of days of occupancy in July)} = \$116.13$

Pro-rated rent can also be calculated using the **Move-In Calculator** in Yardi.

- After **Executing the Lease**, select the **Move-In Calculator** under the **Functions** Menu.
  - The correct prorated rental amount will be shown on the **Rent** line under the **Move-In Amt** column.
13. All leases will be on a month-to-month basis except in those states requiring a twelve-month lease option. Residents should check the correct box and initial the term of the lease in communities offering a choice.
14. **Rent incentives** may be offered in some communities and will usually be offered for a period of one (1) year or less. On the Line "**Other**," write "**Incentive**" and **list the amount** of the incentive as a **negative number**. List the term of the incentive at the bottom of the first page of the **Lease Agreement**. **Always start the rent incentive on the first full month of the lease.**

For example, if a resident moves into the community on Sept 9, 2005, and a **six (6) month incentive** is being offered, the **term of the incentive** would be **October 1, 2005, to March 31, 2006**. If the Base Rent is \$300 per month and an incentive is in effect for \$100 off the Base Rent for six (6) months, list \$300 on the line "**Base Rent**." Write "**Incentive**" and the amount of "**(\$100)**" on the line marked "**Other**." If there are no other fees, write "**\$200**" on the line "**Total Monthly Rent**".



**Physical Move-In**  
**Lease Agreement Instructions (cont'd.)**

Rev'd. 1/2019

15. The ***Rent Promotion Agreement*** should be completed only if your **Regional Vice President** has advised you it is legal and enforceable in your state. The ***Rent Promotion Agreement*** is being offered to protect certain rights regarding the rent incentive. For example, the rent incentive may be cancelled if the resident does not pay his rent on time, does not abide by the ***Community Covenants***, or moves out of the community during the incentive period.
16. If your state requires the name of the **financial institution holding the security deposit or a surety bond**, write the name of the financial institution or surety on the line "Financial Institution or Surety."
17. All residents and/or dealer/brokers must sign the ***Lease Agreement*** after having the opportunity to read it over carefully. All ***Lease Agreements*** must be signed by the authorized Community Manager or the Regional Vice President. The original is filed in the resident's file in the Community office and a copy is given to the resident or dealer/broker. If the dealer/broker refuses to sign the ***Lease Agreement***, notify your Regional Vice President.
18. **A Community Manager is authorized to sign leases on behalf of the community ONLY after receiving written authorization from the Regional Vice President. Regional Vice President must sign the *Lease Agreement* if a Community Manager has not received written authorization.**

If the ***Lease Agreement*** must be signed by the Regional Vice President, explain to the new resident or dealer/broker that the signed ***Lease Agreement*** will be mailed or delivered to them. Upon request, you may give a copy of the unsigned ***Lease Agreement*** to the resident or dealer/broker.

19. At the time of signing the ***Lease Agreement***, the resident or dealer/broker should sign the following documents (if applicable):
  - a. ***Community Covenants***
  - b. ***Home Installation Agreement***
  - c. ***Security Deposit Information (All except FL)***
  - d. ***Security Deposit Receipt (FL Only)***
  - e. ***Recreational Vehicle Storage Agreement***
  - f. ***Acknowledgement of Receipt of Prospectus (FL Only)***
  - g. ***Homesite Inventory Checklist***
  - h. ***Rent Promotion Agreement*** (if applicable)

**Physical Move-In**  
**Lease Agreement Instructions (cont'd.)**

Rev'd. 1/2019

20. New residents should view the **New Resident Video** at the time of signing the **Lease Agreement**. Written acknowledgement of viewing the video is not required.
21. Residents must notify the office of any new occupant wishing to move into their home **after** the **Lease Agreement** is signed. An **Application for Residency** must be filled out and approved before the new occupant moves into the home and a background criminal check must be done. Collect the appropriate application fee. The **Community Covenants** must be signed by “**approved**” new occupants.

Insert Lease Agreement Form (Sample)

**COLORADO ONE-YEAR LEASE**

This Lease ("Lease") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Boulder Meadows Manufactured Home Community (which will be referred to in this Lease as "We", "Our" or "Landlord") and

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(who will be referred to in this Lease as "Your" or "You").

This Lease is a binding legal document. By signing it, You and the Landlord agree to everything it contains. You also agree to follow the Landlord's rules and regulations which will be referred to in this lease as "Community Covenants". The Community Covenants are contained in a separate document which we have given to you and are incorporated into this Lease. The following defined terms are used in this Lease and provide information required by Landlord.

**Our Address and Telephone Number:** 4500 19<sup>th</sup> Street  
Boulder, CO 80304  
303-442-6337

**Your Address in Community "Homesite":** 4500 19<sup>th</sup> Street #  
Boulder, CO 80304

**Your Telephone Number:** \_\_\_\_\_

<b>Home Description:</b>	<b>Home Financed By:</b> _____
Make: _____	Loan No.: _____
Model: _____	Telephone No.: _____
No. of Bedrooms: _____	Address: _____
Year: _____	_____
Serial No. _____	<b>Home Insured By:</b> _____
Actual Length: _____	Telephone No.: _____
Actual Width: _____	Policy No.: _____

<b>All Persons Occupying Home not named above:</b>		
Name	DOB	Relation to You
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Pet:** None Dog or Cat Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Breed: \_\_\_\_\_

**Commencement Date:** \_\_\_\_\_, 20\_\_\_\_\_

<b>Rent:</b>		<b>Additional Services:</b>	<b>Included In Rent</b>	<b>Billed As Additional Rent</b>	<b>You Must Obtain From Independent Supplier</b>
Base Rent	\$ 747.00 per month	Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Incentive	\$ _____ per month	Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	\$ _____ per month	Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	\$ _____ per month	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	_____ per month	Basic Cable TV	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Total Monthly Rent</b>	\$ _____ per month	Rubbish Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Security Deposit</b>	\$ 747.00	Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. **ONE-YEAR LEASE:**

The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and ends at midnight the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Tenant agrees, at least sixty (60) days prior to the expiration of the term, to give written request to enter into a new one-year lease. Tenant may only enter into a subsequent one-year lease if Tenant is current on all Rent payments and is not in violation of the terms of the then-current Lease. Landlord may increase rent for the new one-year lease in accordance with the current market rate. Tenant agrees to pay any increase in Tenant's security deposit pursuant to the market rate rental increase. In the event that Tenant does not provide a written request at least 60 days before the end of the Lease Contract term, the tenancy shall revert to a month-to-month residency. Tenant must give written move-out notice as required. Persons Occupying Home may occupy the Homesite. If Anyone other than the Persons Occupying Home desires to occupy the Home or Homesite, they must apply for residency, shall be subject to our review procedures, and must be approved for residency in writing prior to occupancy.

2. **PAYMENTS:**

You shall pay to Landlord at Our Address on or before the first day of each month the Total Monthly Rent. You shall also pay for the Additional Services set forth above when billed by Landlord. Payments shall be made by check or money order. The Total Monthly Payment for the first month, or pro-rated portion of the first month and Security Deposit are due when You sign this Lease. We will charge you Fifty Dollars (\$50.00) for any check that is not honored by the bank for any reason. If the bank refuses to honor your check more than two (2) times in any twelve (12) month period, we may require You to pay Your Total Monthly Rent and the charge for Additional Services by cashiers or certified check or money order. If you do not pay your Total Monthly Rent in full on or before the 5<sup>th</sup> day of the month, we will also charge you Fifty Dollars (\$50.00). Each of these charges will be treated as additional rent which you must pay on demand. The Landlord may, without notice, from time to time, change any of the above charges or fees, including the Total Monthly Rent, charge for Additional Services, late payment, and NSF check charge in accordance with applicable law.

3. **DEPOSIT:**

The Landlord may use the Security Deposit for any or all of the following purposes: (1) to satisfy any amount You owe under this Lease; (2) to pay for the repair of any damage You cause to the Home or Homesite; (3) for cleaning of the Home or Homesite. The Landlord will not pay you interest on the Security Deposit unless required by law. At the end of the term of this Lease, the Landlord will return the unused portion of the Security Deposit in accordance with state law.

4. **SERVICES AND UTILITIES:**

In addition to the Total Monthly Rent and other charges described in Paragraph 2, You will pay when due all charges for Additional Services set forth above and as stated in the Community Covenants. Upon sixty (60) days' written notice, Landlord may change the manner, delivery charge, and billing for any of the Additional Services.

5. **ACCEPTANCE OF HOMESITE:**

(a) You acknowledge that You have inspected the Homesite and accept it "AS IS". You also acknowledge that neither Landlord nor anyone else has made any promise, representation, or warranty of any kind, orally or in writing, as to any aspect of the Homesite. In no event shall Landlord be liable to you for any defect in the Homesite or for any limitation on its use.

(b) You agree to only use the Homesite as a residence in strict conformance with the Community Covenants, as they may be amended from time to time. You agree not to use the Homesite for any illegal or immoral activities.

6. **INSTALLATION OF HOME:**

Landlord reserves the right to approve any Home before You place it on the Homesite. If We do approve Your Home for placement on the Homesite, You agree to install the Home through a properly licensed contractor in accordance with the Home manufacturer's instructions, requirements imposed by law, the Community Covenants, and the Home & Homesite Standards. You are responsible for all damage caused to the Homesite by improper installation of the Home.

7. **LANDLORD'S RIGHT OF ENTRY UPON HOMESITE:**

The Landlord may enter upon the Homesite at any time to maintain utilities; to ensure compliance with applicable codes, statutes, ordinances, administrative rules, the Lease Contract, and Community Covenants; and to protect the safety and welfare of the Community.

8. **IMPROVEMENTS AND ALTERATIONS:**

You shall maintain your Home and Homesite to comply with current legal requirements, Community Covenants, and the Home & Homesite Standards. You may not make any improvements, alterations, or additions to the Home or Homesite without the prior written consent of the Landlord.

9. **MAINTENANCE OF HOME AND HOMESITE:**

You must maintain your Home and Homesite in accordance with the Community Covenants and in a clean, attractive, and well-kept manner. If You fail to do so, Landlord may issue to You a written notice that it will charge You for Home or

Homesite maintenance, and/or Landlord may terminate this Lease, unless the deficiencies and/or violations stated in the notice are corrected within seven (7) days. After seven (7) days from the date of the notice, Landlord, or its contractors, shall have the right to enter upon the Home and Homesite and perform the required Home and/or Homesite maintenance. You will be charged for this maintenance as provided in this Lease and/or Community Covenants. The charge for this maintenance will be treated as Additional Rent which You must pay on demand. Landlord may, without notice, from time to time change the charge for this maintenance.

**10. COMMUNITY COVENANTS AND STANDARDS:**

You agree to comply with all Community Covenants, Home & Homesite Standards, guidelines, and policies, as well as any amendments or additions thereto which are lawfully adopted by Landlord. You will be provided written notice of all additions or amendments sixty (60) days prior to the day the amendment or addition becomes effective. Your violation of any of the Community Covenants, Home & Homesite Standards, guidelines, or policies may be grounds for termination of this Lease.

**11. AUTOMOBILES, MOTORCYCLES, AND OTHER RECREATIONAL VEHICLES:**

You must comply with all Community Covenants regarding the use, parking, or storage of vehicles. If Landlord provides recreational vehicle storage space for your use, you shall pay the monthly Recreational Vehicle Storage fee, if applicable, which shall be deemed to be Additional Rent, due and payable to Landlord monthly with the Total Monthly Rent.

**12. PET:**

No animals or pets of any kind shall be kept on the Homesite except one pet which you represent and warrant strictly complies with the Community Covenants.

**13. ASSIGNMENT/SUBLETTING:**

You may not assign this Lease or sublet the Home or Homesite. Landlord may assign this Lease without Your consent.

**14. SALE OF MANUFACTURED HOME:**

You may sell the Home within the Community only if the Home and Homesite have been inspected by Landlord and are found to be in compliance with the Home & Homesite Standards and the sale is in compliance with the Community Covenants. Prospective residents must apply for residency and be accepted for residency in the Community. All Rent and other charges owed by You under this Lease must be paid in full to Landlord prior to the closing on the sale of the Home.

**15. REMOVAL OF HOME:**

(a) You must notify Landlord in writing of your intention to remove the Home from the Homesite and to terminate this Lease at least sixty (60) days in advance of the date of removal. You will continue to be liable for Rent and other charges under the Lease at least sixty (60) days in advance of the removal. Monthly rent will be prorated based upon removal date. If Tenant moves the Home out before the termination of the Lease term, Tenant shall be liable for and agrees to pay the balance of the total Rent, fees, and costs to complete the one-year Lease, minus the amounts paid if the lot is re-rented before the end of the Lease term. All Rent and other charges owed by You under this Lease must be paid in full prior to the removal of Your Home.

(b) Any personal property left behind by You after You vacate the Homesite shall be deemed abandoned and shall become the property of Landlord.

(c) Landlord may remove an abandoned Home from the community. A manufactured Home shall be deemed to be abandoned if (1) it has been unoccupied for sixty (60) days; and (2) no Rent has been paid for sixty (60) days; and (3) the manager of the Community reasonably believes it to be abandoned.

(d) If Landlord removes Your Home from the Homesite for any reason, You shall be responsible for all expenses incurred in removing the Home or other property from the Homesite and storing the Home and property.

**16. EVICITION:**

(a) Landlord may terminate this Lease and evict You as provided by law if You or anyone occupying Your Home defaults under this Lease or fails to abide by the Community Covenants, Home and Homesite Standards, guidelines, or policies or if any statements in your Application for Residency are materially false.

(b) To the extent permitted by law, you must reimburse Landlord for all court costs and attorney fees incurred by Landlord in enforcing its rights under this Lease.

**17. CASUALTY:**

In the case of fire or other casualty to Your Home, You are responsible to promptly repair the damage or, if the damage cannot be promptly repaired, remove the Home from the Homesite. If the Home must be removed from the Homesite, this Lease shall automatically terminate. You are responsible for payment of Rent until the Home is removed from the Homesite, plus an additional one month's Total Monthly Rent as liquidated damages caused by the early termination of this Lease. Your failure to promptly repair or remove a fire damaged Home shall be cause for termination of this Lease.

**18. INSURANCE:**

You are responsible for insuring Your Home and personal property. In addition, You must obtain a manufactured Home comprehensive insurance policy insuring against loss, damage, and liability for personal injuries which may occur within the Home or occur on the Homesite, and You must name the Landlord as an additional insured and furnish a copy of the policy to Landlord.

**19. INDEMNIFICATION:**

You agree to indemnify and hold Landlord and Landlord's officers, directors, shareholders, members, partners, agents, and employees harmless from all claims, demands, obligations, or liabilities of any kind or nature, including, but not limited to, attorney's fees and costs of defense, for damage or injury to any person, or to the property of any person arising from Your use and occupancy of the Community, or from Your failure to keep the Home and Homesite in good and safe condition or from Your negligence or the negligence of those persons occupying Your Home, Your guests, and Your visitors. You agree to pay for all damage to other residents of the Community, their occupants and guests, and their property which may be caused by Your failure to keep the Home and Homesite in good and safe condition or such negligence.

**20. LIABILITY OF LANDLORD:**

Except for Landlord's failure to perform, or grossly negligent performance of, a duty imposed by law, Landlord, its officers, directors, shareholders, members, partners, agents, and employees, will not be responsible or liable to You, other occupants, or any guests or visitors for any personal injury, loss, or damage to property or for any other loss or injury whatsoever, including damages which arise from bursting, leaking, or broken gas, water or sewer pipes, or electrical wiring, and including any loss or damage occasioned by acts or omissions of other residents of the Community, occupants, visitors, or their guests. Landlord shall not be liable for any damage or injury resulting from the use of the Community playground, recreational facilities, or common areas unless such damage or injury is caused by Landlord's failure to perform a duty or grossly negligent performance of a duty imposed by law.

**21. NOTICES:**

You shall send all notices and other correspondence to Landlord by first class mail addressed to Our Address or delivered personally to the Landlord's manager at Our Address. All notices which the Landlord is required by law to provide to You will be delivered to the Homesite by mail, personal service, or by posting on the Home. For delivery to any different address, You must provide written notice to the Landlord.

**22. CONDEMNATION:**

Landlord shall be exclusively entitled to any payment or award for the taking of any portion of the community in which the Homesite is located under the power of eminent domain, except that You will be entitled to any payment or award attributable solely to the loss of or damage to Your Home or personal property. If, during the term of this Lease, eminent domain (condemnation) proceedings are instituted which result in your partial or total eviction from the Homesite, this Lease shall automatically terminate on the date You are to leave the Homesite.

**23. MODIFICATION OF LEASE:**

This Lease represents the final agreement between You and the Landlord and with the exception of changes in Rent and other charges may not be modified or amended, except in writing, signed by both Landlord and You.

**24. MISCELLANEOUS PROVISIONS:**

(a) Landlord's failure to enforce any provision of this Lease or the Community Covenants on any occasion shall not be deemed a waiver of Landlord's right to enforce the provisions on future occasions.

(b) Each of the rights provided in this Lease shall be cumulative.

(c) In any provision of this Lease, the singular shall include the plural, the plural the singular, the male the female or neuter, the female the male or neuter, the neuter the male or female as the circumstances may require.

(d) If this Lease is signed by more than one person, then the liability of the persons signing the Lease shall be joint and several.

(e) This Lease shall be interpreted according to the laws of the state where the Homesite is located.

(f) If any provision of this Lease or any document incorporated into this Lease is ruled invalid or otherwise unenforceable, the remainder of the Lease or other document shall not be affected and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

**25. NON-UNIFORM PROVISIONS:**

Notwithstanding anything to the contrary in this Lease, the following provisions shall apply:

(a) All amounts paid, regardless of whether they are designated for Rent, shall be applied first to the oldest amount due to Landlord. All amounts due under this Lease for services or utilities shall be deemed Rent.

(b) Nothing in Paragraph 9 shall prevent the Landlord from enforcing its eviction rights under State law if You violate the provisions of this Lease.

(c) Landlord may terminate this Lease and evict You for any reason provided by Colorado law as well as for the reasons stated in Paragraph 16.

(d) The purpose for the Community Covenants is to promote the convenience, safety, or welfare of the homeowners, protect and preserve the premises from abusive use, and make a fair distribution of services and facilities available for homeowners generally.

(e) The sale of a Home which is intended to remain on the Homesite may be subject to reasonable upgrading to meet the Community Covenants and Home & Homesite Standards.

(f) A decision by the manager of the Community may be appealed to Uniprop, 280 Daines Street, Suite 300, Birmingham, Michigan 48009.

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**LANDLORD:**

Boulder Meadows

Manufactured Home Community

Glenn Couch

Regional Vice President/Authorized Community Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RESIDENT(S):**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Rent Promotion Agreement**

This Agreement is attached to and made part of the Lease, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (Community) and \_\_\_\_\_ (Resident).

In consideration for entering into the Lease, the parties agree that instead of the total monthly rental amount listed in the Lease, Resident shall pay \_\_\_\_\_ \$\_\_\_\_\_ for a period of \_\_\_\_\_ months, commencing with the rent due on the first of \_\_\_\_\_, 20\_\_\_\_ (the Abatement). The Abatement shall only be in effect so long as Resident, during the initial term of the Lease is not in default of any of Resident's obligations under the Lease.

A default shall exist if Resident:

1. Fails to timely pay any rent which comes due under the Lease.
2. Fails to comply with any of the terms of the Lease or of the Rules and Regulations of the Community.
3. Fails to complete the full initial term of the Lease.

In the event of a default, this Agreement shall immediately become null and void, the Abatement shall be cancelled, and all previously abated rent up to and through the date of the default shall become immediately due and payable to Community as accrued rent.

Except as amended by this Agreement, all terms and conditions of the Lease shall remain unchanged.

AGREED AND ACCEPTED BY:

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Resident

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Resident

\_\_\_\_\_  
Signature of Community Manager

\_\_\_\_\_  
Date

**Physical Move-In**  
**Security Deposit Description**

Rev'd. 1/2019

1. Security deposits (if applicable) are collected at the time the new resident signs his/her **Lease Agreement**.
2. A **Security Deposit Information (All except FL)** form or a **Security Deposit Receipt (Florida Only)** should be completed in duplicate. One copy is given to the new resident, and one copy is retained in the new resident's file.



**SECURITY DEPOSIT RECEIPT**

We hereby acknowledge receipt of a security deposit in the amount of \$\_\_\_\_\_ for homesite #\_\_\_\_\_ at \_\_\_\_\_ Manufactured Home Community and that said security deposit is being held in Account #\_\_\_\_\_ at \_\_\_\_\_ Bank. This is a non-interest bearing account.

The following information is provided pursuant to Florida Statute 83.49:

Upon the vacating of the premises for termination of the Lease, the Landlord shall have fifteen (15) days to return the security deposit or in which to give the resident written notice by certified mail to the resident's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. This notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by §83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to \_\_\_\_\_ (Landlord's address).

If the Landlord fails to give the notice within the fifteen (15) day period, he forfeits his right to impose a claim upon the security deposit.

Unless the resident objects to the imposition of the Landlord's claim or the amount thereof within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the resident within thirty (3) days after the date of the notice of intention to impose a claim for damages.

If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The Court shall advance the cause on the calendar.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**Physical Move-In**  
**Recreational Vehicle Storage Agreement Description**

1. Residents moving into the community that own a recreational vehicle must use the storage facilities provided by the community or park their vehicle outside the community.
2. Recreational vehicles are not permitted to remain parked on community streets or on residential driveways except when loading or unloading.
3. The ***Recreational Vehicle Storage Agreement*** form provides for proper storage of recreational vehicles owned by community residents.
4. The community's recreational vehicle storage area can be used by residents on a "first come, first serve" basis. If the storage area is full, a new resident must be instructed to locate an off-site facility.

**Note: Residents living in the community who acquire a recreational vehicle during their residency in the community must abide by these storage guidelines.**

**RECREATIONAL VEHICLE STORAGE AGREEMENT**

This Storage Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Resident), whereas Resident is a Resident of \_\_\_\_\_ Manufactured Home Community.

Landlord hereby grants Resident the non-exclusive right or access to and use of a certain recreational vehicle storage facility located at the Manufactured Home Community for the purpose of storing the following \_\_\_\_\_ (the Recreational Vehicle).

Resident’s right to use of the storage facility shall commence on the date hereof and continue from month to month thereafter until the earlier of termination of Resident’s residency at the Manufactured Home Community of the expiration of ten (10) days following notice from Landlord to vacate and remove the recreational vehicle from the storage facility.

Resident acknowledges that there are multiple keys for the storage facility, that the storage facility is not patrolled or guarded, and that it is not the intention of the parties to create a bailment.

Resident agrees to conform to all of the rules and Community Covenants of the Manufactured Home Community with respect to ownership, maintenance, use or storage of the Recreational Vehicle referred to above, and specifically acknowledges that nothing contained herein alters, amends, limits or waives any of the rules and Covenants.

In consideration of Landlord’s grant of the non-exclusive use of the storage area, Resident hereby agrees to hold Landlord, its officers, directors, partners, agents and servants and employees harmless from, and hereby releases any claim he or she may have against Landlord, as the result of any damage (including, without limitation theft, vandalism, malicious mischief, fire, hail or windstorm damage) to Resident’s property arising from or occurring while it is stored in or at the Manufactured Home Community pursuant to this Agreement regardless of whether such loss or damage may have been caused or contributed ot in full or in part by any act, error or omission of Landlord or Landlord’s officers, directors, partners, agents and servants and employees. Resident further agrees to maintain property and liability insurance on all units stored at the Manufactured Home Community pursuant to this Agreement.

**FLORIDA ONLY:** This Agreement shall not constitute a “Residential Tenancy” within the meaning of Chapter 83, 5713.691 Florida Statutes.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

**RECREATIONAL VEHICLE STORAGE KEY RECEIPT**

Resident hereby acknowledges receipt of a key to the storage area. Landlord acknowledges receipt of a key deposit in the amount of \$20.00 which shall be returned to Resident upon the end of this Agreement and return of the key.

The Resident agrees not to copy this key.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Homesite #

\_\_\_\_\_  
Landlord

## **Physical Move-In**

### **Recording New Resident's Initial Payments Rent/Security Deposit**

The Community Manager records all payments made by a new resident, including application fee, security deposit, and rent using Yardi (refer to Yardi Help or Yardi Client Central).

## **New Resident Orientation Video**

**A seven (7) minute informational video has been developed to orient new residents to our community. The video, available in English and Spanish, includes a visual presentation of home installation requirements, proper homesite maintenance, display of correct building materials, and a description of required procedures to follow. After viewing this video each new resident should have a clear understanding of how to satisfactorily adhere to the *Community Covenants*.**

View video with each new resident and answer any questions that arise during the presentation and at the conclusion of the video. Pause the video to answer questions or explain any sections you feel need clarification or emphasis.

Showing this video is not intended to replace the in-depth training orientation the Community Manager should present to each new resident. It is to be used as a supplement to the resident's education. We do not require residents to sign an acknowledgement after viewing the video.

## **Physical Move-In** **Welcome Folder**

Each new Resident should receive a *Uniprop Welcome Folder* at the conclusion of their initial orientation and after the presentation of the Uniprop Video.

The following information should be included in each *Uniprop Welcome Folder*. Some of the items listed below may not apply.

- ***Lease Agreement***
- ***Addendum to Lease Agreement – Public Act No. 199***
- Community Site Plan
- Community Information Sheet (on your Community Stationary)
- Local Information Sheet (on your Community Stationary)
- Copy of Recent ***Community Newsletter***
- ***Recreational Vehicle Storage Agreement***
- Community Brochures
- Local Newcomers Packet from Bank or Chamber of Commerce
- ***Community Covenants***
- ***Prospectus (FL only)***
- Home Installation Requirements
- Move-In Tips
- Uniprop Homes Letter of Introduction
- Resident Parking Sticker and/or License



## Home Ownership Transfer Move-In Home Transfer Inspection Requirements and Form

New residents move into the community in one of two ways: they purchase or own a home that is physically moved into the community, or they purchase an existing home in the community. This section will address the procedures to follow when a new resident purchases an existing home in your community. The purchase of an existing home in your community is referred to as a home ownership transfer.

1. As soon as a Community Manager becomes aware that a home is for sale, a home inspection should be done using the ***Home Transfer Inspection*** form to evaluate the current state of the home. The significance of this inspection is to correct any existing problems in order to bring the home up to the current community standards. These standards include: sheds, steps, skirting, hitch removal, painting, awnings, etc. These standards are outlined in the ***Community Covenants*** and in your ***Community Management Manual***.
2. It is incumbent upon the Community Manager to see that homeowners correct violations and maintain their homes in accordance with community guidelines. This will make home transfers easier on all parties, the seller, purchaser, and Community Manager.
3. This is a critical opportunity to upgrade your community and bring all homes into compliance with current community standards. This gives the Community Manager the opportunity to remove all “Grandfathered” violations.
4. During the home inspection, the Community Manager should discuss with the resident selling their home the benefits to making all necessary improvements before selling. This is also an opportunity to offer to represent the seller by listing with Uniprop and earn commission fees. Examples of seller benefits are:
  - a) The seller may get a better price because of improvements made.
  - b) The home is more attractive to a purchaser if repairs do not need to be made.
  - c) The approval of the purchaser and closing can be expedited once the work is completed.

## Home Ownership Transfer Move-In Compliance Options

There are two (2) options for a home to be brought into compliance in order to approve a new resident's application and enter into a new lease agreement.

Whichever option you select, the original *Home Transfer Inspection* form must be retained in the Resident's File. You may keep additional copies in a separate *Home Transfer Inspection* file.

### Option 1

All necessary improvements are completed prior to approval of a new resident. This is the preferred option and makes your job easier. A prospective resident **cannot sign a Lease Agreement** until the options listed below have been completed. **Do not accept any rent payment from prospective resident before these options are met.**

Accepting rent may be deemed as a lease. The Community Manager must:

- a) Inspect the home using the *Home Transfer Inspection* form
- b) Perform a subsequent inspection once the work is completed and determine whether all corrections have been done properly.

Residents may be approved for residency on a "conditional" basis contingent on all necessary improvements being made BEFORE taking occupancy. The **Conditional Approval of Residency** form should be used only when a resident requests confirmation that he/she has been approved for residency.

### Option 2

This is the **much less desirable option**, as it requires the Community Manager to follow-up with the new resident after they have taken occupancy and coordinate the work. Generally, it should only be used when inclement weather will not allow the needed improvements to be done.

The Buyer or Seller must deposit the total amount necessary to complete improvements (based on the cost estimate on the *HOT Inspection* form) with the Community Manager at the time the Buyer signs the new **Lease Agreement**. (Please do not refer to these funds as being held in "escrow".) The new resident should be motivated to complete the improvements having these funds now available.

All funds are to be deposited using your customary deposit procedures and record the funds as "htif – Home Transfer Improvement Funds (Account #2230)".

## **Home Ownership Transfer Move-In Compliance Options (cont'd.)**

### **Option 2 (cont'd.)**

Improvements must be made within thirty (30) days of the signing of the **Lease Agreement** or as weather permits. In the event the work is not done within a reasonable time period, contact your Regional Vice President to discuss your course of action. You may want to have the work done by a private contractor and use the deposited funds for payment. Consult your Regional Vice President before making your decision.

All completed work must be **carefully inspected** by the Community Manager to insure that it is satisfactory. Community Managers may request a full or partial refund of the "Home Transfer Improvement Funds" to cover the costs of the work completed. Monies should be paid to the resident and **NOT to the contractor** for improvements completed.

To request a partial or full refund, complete a **Check Request** form and send to your Regional Vice President, along with a printout from Yardi showing the HTIF funds deposited for that home. The amount requested must not exceed the amount originally deposited. Code the **Check Request** to G/L Account #2230. Include digital photos, whenever possible, to show your Regional Vice President that the work has been done properly.

**The Regional Vice President, regardless of the amount, must sign all Check Requests for the return of HTIF Funds.**

The Regional Vice President will inspect the home during his next community visit to insure all improvements have been done satisfactorily.

# HOME TRANSFER INSPECTION

COMMUNITY NAME: \_\_\_\_\_

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

The corrections indicated below must be made to the home located at \_\_\_\_\_ and currently registered to \_\_\_\_\_ in order for the home to meet current Community Standards & to be approved by Management for occupancy by a new Resident/Purchaser.

ITEM	ACTION <small>(e.g. stain, paint, replace, clean , repair, remove, etc.)</small>	COST	ITEM	ACTION <small>(e.g. stain, paint, replace, clean , repair, remove, etc.)</small>	COST
<b>SKIRTING</b>			<b>DECKS</b>		
Home			Dimensions		
Steps			Railings		
Deck			Pickets		
Top / Bottom Rail			Installation		
Corners			Steps		
Access Panels			Platform		
Fasteners			Kick Plates		
Screws			Staining		
No. of Sheets					
No. of Corners			<b>UTILITY SHED</b>		
Type			Paint / Stain		
<b>HOME EXTERIOR</b>			Placement		
Wash & Wax / Paint			Roof		
Screws			Doors		
Panels			Base		
Dented			Siding		
Doors			Fascia Board / Skirting		
Windows / Screens					
Shutters			<b>ANTENNA / DISHES</b>		
Moldings			<b>HOMESITE INSPECTION</b>		
Fascia			Edging Material		
Exterior Lights			Parking Area		
Hitch			Patio / Sidewalk		
Leveling			Lawn / Trees / Shrubs		
<b>STEPS</b>			Water Hook-Up		
Railings			Sewer Hook-Up		
Platform			Electrical Pedestal		
Staining			Painters		
Kick Plates			Landscape Lights		
Stringers			Clothesline		
<b>AIR CONDITIONERS</b>			Debris		
Supports			Xeriscape		
Placement			<b>OTHER</b>		
Condition					
<b>TOTAL ESTIMATED COSTS OF HOME IMPROVEMENTS:</b>					<b>\$ 0.00</b>

**ADDITIONAL COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- OPTION 1** I / We agree that the improvements indicated above will be made prior to the purchaser signing the lease.
- OPTION 2** The buyer/seller must deposit the total amount necessary with the community to complete improvements (based on the cost estimate on the HOT form) at the time buyer signs the lease agreement.

\_\_\_\_\_  
Home Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Seller

\_\_\_\_\_  
Date

**The improvements indicated above have been properly completed:**

\_\_\_\_\_  
Community Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Regional Vice President

\_\_\_\_\_  
Date

## Conditional Approval of Residency

The following individuals will be accepted for residency:

_____	_____
_____	_____
_____	_____

and the customary lease documents executed when all improvements to the home and homesite # \_\_\_\_\_ have been made in accordance with the attached *Home Transfer Inspection* form.

\_\_\_\_\_  
Community Manager

\_\_\_\_\_  
Date

## **Home Ownership Transfer Move-In** **Home Removal**

**Note:** In certain states, Community Managers may request a home that has reached a certain age and condition to be removed from the community. Consult your Regional Vice President if this applies to your community. Your Regional Vice President must approve any home being removed from a community due to its age or poor quality.

The policies which address the removal of a home are outlined in the *Lease Agreement, Community Covenants*, and Community Notes Section of the Community Management Manual.

## Home Ownership Transfer Move-In New Resident Orientation

Rev'd. 1/2019

**Congratulations! You have approved and accepted a new resident into our Unipro Community. You now have a very important meeting ahead of you. The New Resident Orientation will provide you the means to communicate effectively what is expected of each new resident. You must provide a clear understanding of the *Community Covenants* in order to establish effective rules and regulations for a well-managed community. The success of this meeting will prevent future problems from occurring.**

1. Clear your desk and avoid interruptions. Provide for someone to answer your phone calls.
2. Welcome the new resident and put him/her at ease. Offer coffee or a cold drink.
3. All documents should be prepared (typed or filled-in) and ready for the new resident to sign.
4. Plan on forty-five (45) minutes to an hour for each orientation. This time is vital in order to communicate to the new resident(s) what you expect of them as residents in a Unipro Community and what they can expect from you and your staff.
5. Explain the ***Community Covenants*** thoroughly. Answer any questions and explain the rent collection procedures, late fees, etc. Explain the pet policy and the homes and homesite maintenance guidelines. Provide a copy of the ***Community Covenants*** to the new residents and have them sign an additional copy that should be placed in the resident's permanent file.
6. Carefully explain to new home ownership transfers our policy regarding improvements to the home and the necessary design approval required. Determine who will be responsible for the any necessary improvements, the new resident moving in or the homeowner moving out. Explain the ***Home Transfer Inspection*** form.
7. Explain the importance of proper home maintenance. Poorly maintained homes and homesites will not be tolerated. Accommodate and assist each new resident to create an attractive home and homesite. Advise and assist new resident to find a caretaker for their homesite when they are out of town to avoid any violation fees.
8. Encourage "**pride in ownership**". Explain that well maintained homes and homesites increase the value of their home and generate a higher yield on their investment.

## Home Ownership Transfer Move-In New Resident Orientation (cont'd.)

Rev'd. 1/2019

9. The **Lease Agreement** must be signed by the Regional Vice President or authorized Community Manager and the new resident. Keep a copy of the **Lease Agreement** in the new resident's file. Discuss the **Rent Promotion Agreement**, if applicable.
10. View the Resident Orientation video with the new resident to emphasize what is expected and answer any questions. If possible, include other members of the family when viewing the video.
11. Provide the new resident a **Uniprop Welcome folder** containing the **Community Covenants, Lease Agreement**, and an **Information Sheet**.
12. Close your meeting with a hearty handshake and "Welcome to our community." Invite the new resident(s) to call or stop by anytime you can be of service to them.



## **Home Ownership Transfer Move-In Resident File Checklist Description**

1. All new residents will have completed several different steps prior to moving into our Unipro Community which are necessary for final approval.
2. The ***Resident File Checklist*** provides an inventory of all the documents and forms which must be completed before a new resident moves into the community.
3. The ***Resident File Checklist*** should be attached to the **left side** of each new Resident's File using a two-hole ACCO binder.

Documents pertaining to the resident's approval, such as ***Application for Residency, Landlord Verification forms, and Credit and Criminal Background checks*** should be attached under the ***Resident File Checklist***.

4. All other documents, such as ***Late Rent Notices, Covenant Violations, etc.*** should be bound with a two-hole ACCO binder in the order in which they appear on the ***Resident File Checklist*** and attached to the **right side of the Resident File**.
5. It is important that all documents and forms be included in your Resident's File.

**RESIDENT FILE CHECKLIST**

Rev'd. 2/2016

Buyer/Lessee Name \_\_\_\_\_ Homesite # \_\_\_\_\_  
Seller/Lessor Name \_\_\_\_\_ Date of Lease Agreement \_\_\_\_\_

- Physical Move-In     Home Owner Transfer     Home Loan Contract     Lease Home

**THIS CHECKLIST SHOULD BE ATTACHED TO THE INSIDE OF EACH RESIDENT'S FILE.**

**MOVING-IN**

**LEFT SIDE OF FILE**

- Lease & Lease Renewals
- Full Application Package & Attachments: Application Summary, Economic Evaluation, Application, ID & SS Card Copies, Application Fee, Credit Bureau Report, Proof of Income, Tax Information, Landlord References, Personal References, Pet Information & Photos, Eligibility Criteria Form (CO & MN ONLY)
- Proof of Home Ownership (if applicable)
- Proof of Insurance – Renter or Homeowner
- 1<sup>st</sup> Homesite Payment & Deposit
- Complete Copy of Community Covenants (initialed & signed)
- Security Deposit Form
- Homesite Inventory Checklist
- Home Installation Agreement/ Home Transfer Inspection
- Inspection Condition Report (Lease Home ONLY)
- Rent Promotion Agreement
- W-9 (Lease Home)
- Utility Transfer Notification

- Privacy Policy
- Mobile Home Statement of Monthly Parking (WI ONLY)
- Recreational Facilities (if applicable):
  - Pool Pass / Gate Pass
  - Other: Explain \_\_\_\_\_
  - Explain \_\_\_\_\_
- RV Storage Agreement
- Security Parking Sticker
- Zoning Designation Disclosure (NV ONLY)
- Acknowledgement of Offer of Lease
- Acknowledgement of Receipt of Prospectus (FL ONLY)

**RIGHT SIDE OF FILE**

- 7 Day Notices
- Rule Violations
- Communication
- Completed Work Orders

**MOVING-OUT**

- Final Billing & Settlement Statement
- Home Transfer Inspection
- Other: Explain \_\_\_\_\_
- Homesite Inventory Checklist
- Inspection Condition Report

Date: \_\_\_\_\_

Regional Vice President: \_\_\_\_\_

## **Home Ownership Transfer Move-In Community Covenants Description**

The ***Community Covenants*** have been developed to insure the proper adherence to community guidelines. Explain the ***Community Covenants*** to your new residents and have them **sign a copy that will be placed in the resident's file**. Give the resident a set of ***Community Covenants*** to take home.

The time spent explaining the ***Community Covenants*** before a new resident moves in will greatly benefit you as a Community Manager. New residents are more likely to comply with the ***Community Covenants*** if they understand them clearly.

Insert Community Covenants

## **Home Ownership Transfer Move-In Lease Agreement Instructions**

**A Lease Agreement** must be executed **before** the transfer of ownership to a 1) new resident, 2) dealer/broker, or 3) financial institution takes place. New residents, dealer/brokers, or financial institutions begin paying rent on the day the home ownership transfer has been completed. At the time the **Lease Agreement** is signed, collect the appropriate rent, based on the proposed transfer date, and the security deposit. Dealers, brokers, and financial institutions are often unwilling to execute a **Lease Agreement**. Notify your Regional Vice President if this occurs.

Proof of ownership of the home in the form of a copy of the title or a copy of the Contract for Sale must be provided prior to execution of a lease. Proof of ownership is not required for prospective residents who are “occupants only”.

Make a copy of the new resident’s driver’s license or other form of picture identification for the resident’s file. If available, make a copy of the new resident’s social security card or tax ID card for the resident’s file.

### **Follow these instructions when executing a Lease Agreement.**

1. Complete the **Lease Agreement** by typing or neatly printing the information required.
2. Fill-in the date the **Lease Agreement** is being signed and the name of the Unipro Community.
3. All residents, dealers/brokers, or financial institutions must be listed on the **Lease Agreement**. If a home is owned by a dealer/broker or financial institution, list its name on the **Lease Agreement**.
4. Anyone occupying the home not listed as Lessee must be listed in the section “All Persons Occupying Home not named above.”
5. The Unipro community address and telephone number should be listed in the section “Our Address and Telephone Number” (if not pre-printed).
6. The community address of the new resident, dealer/broker, or financial institution should be listed in the section “Your Address in Community Homesite.” Include the homesite # if the mailing address is the same for all residents.
7. The telephone number of the new resident, dealer/broker, or financial institution should be listed in the section “Your telephone number.” If not available, list a work, cell phone, or other contact number.

**Home Ownership Transfer Move-In  
Lease Agreement Instructions (cont'd.)**

8. Complete the sections “Home Description,” “Home Financed By,” and “Home Insured By.”
9. A dog or cat occupying the home must be listed on the lease along with a description: height, weight, breed, and name. **See Community Covenants for height, weight, and breed requirements.**
10. The **Commencement Date** of the **Lease Agreement** is the date the home transfer occurs and the new resident assumes ownership. The **Anniversary Date** of the **Lease Agreement** will be the **first day of the month following the Lease Agreement Commencement Date**, except when the Commencement Date falls on the first of the month. In this case, the **Anniversary Date** will be the same as the **Commencement Date** (except for those communities listed below).

The communities listed below have the following anniversary dates:

- Boulder Meadows..... February 1<sup>st</sup>
- Jamaica Bay..... January 1<sup>st</sup>
- Sierra Vista..... July 1<sup>st</sup>
- Sunshine Village..... March 1<sup>st</sup>
- West Valley ..... July 1<sup>st</sup>

11. The **monthly rent** should be listed in the section “**Base Rent.**” Listed immediately below “Base Rent,” “**Other**” refers to additional fees that are added onto the base rent monthly at some communities. These fees may include a pet fee, extra occupant fee, and site tax if applicable.

**The monthly rent is the rate in effect on the commencement date of the Lease Agreement.**

## **Home Ownership Transfer Move-In Lease Agreement Instructions (cont'd.)**

12. All outstanding rent must be paid **before** entering into a **Lease Agreement** with a new resident. Homesite rent will usually have been paid for the current month at the time of the Home Ownership Transfer. Any pro-ration of rent is between the buyer and seller of the home. The new resident should pay the security deposit at the time the **Lease Agreement** is signed and the next month's rent if the lease is signed **after the 20<sup>th</sup>** of the month. If a security deposit is being transferred, confirm the amount transferred meets the current requirement. The new resident should pay any difference in requirements.

**To pro-rate the first month's rent manually:** Divide the homesite rent by the total number of days in the month (use the actual number of days in the calendar month) and multiply by the number of days of occupancy. For Example:

Homesite Rent = \$300/month

Resident Occupies Home on July 20<sup>th</sup>

Pro-Rated Rent for July =  $(\$300 \div 31 \text{ days}) \times 12 \text{ days (the \# of days of occupancy in July)} = \$116.13$

Pro-rated rent can also be calculated using the **Move-In Calculator** in Yardi.

- After **Executing the Lease**, select the **Move-In Calculator** under the **Functions** Menu.
  - The correct prorated rental amount will be shown on the **Rent** line under the **Move-In Amt** column.
13. All leases will be on a month-to-month basis except in those states requiring a twelve-month lease option. Residents should check the correct box and initial the term of the lease in communities offering a choice.
14. **Rent Incentives** are not offered for Home Ownership Transfers.
15. If your state requires the name of the **financial institution holding the security deposit or a surety bond**, write the name of the financial institution or surety on the line "**Financial Institution or Surety.**"
16. All residents, dealer/brokers, or financial institutions must sign the **Lease Agreement** after having the opportunity to read it over carefully. All **Lease Agreements** must be signed by the authorized Community Manager or the Regional Vice President. The original is filed in the resident's file in the Community office and a copy is given to the resident, dealer/broker, or financial institution. Notify your Regional Vice President if the dealer/broker or financial institution refuses to sign the **Lease Agreement**.

**Home Ownership Transfer Move-In  
Lease Agreement Instructions (cont'd.)**

Rev'd. 1/2019

17. **A Community Manager is authorized to sign leases on behalf of the Community only after receiving written authorization from the Regional Vice President. Regional Vice President must sign the lease if a Community Manager has not received written authorization.**

If the **Lease Agreement** must be signed by the Regional Vice President, explain to the new resident, dealer/broker, or financial institution that the signed **Lease Agreement** will be mailed or delivered to them. Upon request, you may give the new resident, dealer/broker, or financial institution a copy of the unsigned **Lease Agreement**.

18. At the time of signing the **Lease Agreement**, the resident, dealer/broker, or financial institution should sign the following documents (if applicable):
- a. **Community Covenants**
  - b. **Security Deposit Information (All except FL)**
  - c. **Security Deposit Receipt (FL Only)**
  - d. **Recreational Vehicle Storage**
  - e. **Acknowledgement of Receipt of Prospectus (FL Only)**
  - f. **Homesite Inventory Checklist**
  - g. **Home Transfer Inspection**
  - h. **Rent Promotion Agreement** (if applicable)
19. New Residents should view the **New Resident Video** at the time of signing the **Lease Agreement**. Written acknowledgement of viewing the video is not required.
20. Residents must notify the office of any new occupant wishing to move into their home **after** the **Lease Agreement** is signed. An **Application for Residency** must be filled out and approved before the new occupant moves into the home and a background criminal check must be done. Collect the appropriate application fee.



Insert Lease Agreement Form

**COLORADO ONE-YEAR LEASE**

This Lease ("Lease") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Boulder Meadows Manufactured Home Community (which will be referred to in this Lease as "We", "Our" or "Landlord") and

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(who will be referred to in this Lease as "Your" or "You").

This Lease is a binding legal document. By signing it, You and the Landlord agree to everything it contains. You also agree to follow the Landlord's rules and regulations which will be referred to in this lease as "Community Covenants". The Community Covenants are contained in a separate document which we have given to you and are incorporated into this Lease. The following defined terms are used in this Lease and provide information required by Landlord.

**Our Address and Telephone Number:** 4500 19<sup>th</sup> Street  
Boulder, CO 80304  
303-442-6337

**Your Address in Community "Homesite":** 4500 19<sup>th</sup> Street #  
Boulder, CO 80304

**Your Telephone Number:** \_\_\_\_\_

<b>Home Description:</b>	<b>Home Financed By:</b> _____
Make: _____	Loan No.: _____
Model: _____	Telephone No.: _____
No. of Bedrooms: _____	Address: _____
Year: _____	_____
Serial No. _____	<b>Home Insured By:</b> _____
Actual Length: _____	Telephone No.: _____
Actual Width: _____	Policy No.: _____

<b>All Persons Occupying Home not named above:</b>		
Name	DOB	Relation to You
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Pet:** None Dog or Cat Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Breed: \_\_\_\_\_

**Commencement Date:** \_\_\_\_\_, 20\_\_\_\_\_

<b>Rent:</b>		<b>Additional Services:</b>	<b>Included In Rent</b>	<b>Billed As Additional Rent</b>	<b>You Must Obtain From Independent Supplier</b>
Base Rent	\$ 747.00 per month	Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Incentive	\$ _____ per month	Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	\$ _____ per month	Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	\$ _____ per month	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	\$ _____ per month	Basic Cable TV	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Total Monthly Rent</b>	\$ _____ per month	Rubbish Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Security Deposit</b>	\$ 747.00	Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. **ONE-YEAR LEASE:**

The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and ends at midnight the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Tenant agrees, at least sixty (60) days prior to the expiration of the term, to give written request to enter into a new one-year lease. Tenant may only enter into a subsequent one-year lease if Tenant is current on all Rent payments and is not in violation of the terms of the then-current Lease. Landlord may increase rent for the new one-year lease in accordance with the current market rate. Tenant agrees to pay any increase in Tenant's security deposit pursuant to the market rate rental increase. In the event that Tenant does not provide a written request at least 60 days before the end of the Lease Contract term, the tenancy shall revert to a month-to-month residency. Tenant must give written move-out notice as required. Persons Occupying Home may occupy the Homesite. If Anyone other than the Persons Occupying Home desires to occupy the Home or Homesite, they must apply for residency, shall be subject to our review procedures, and must be approved for residency in writing prior to occupancy.

2. **PAYMENTS:**

You shall pay to Landlord at Our Address on or before the first day of each month the Total Monthly Rent. You shall also pay for the Additional Services set forth above when billed by Landlord. Payments shall be made by check or money order. The Total Monthly Payment for the first month, or pro-rated portion of the first month and Security Deposit are due when You sign this Lease. We will charge you Fifty Dollars (\$50.00) for any check that is not honored by the bank for any reason. If the bank refuses to honor your check more than two (2) times in any twelve (12) month period, we may require You to pay Your Total Monthly Rent and the charge for Additional Services by cashiers or certified check or money order. If you do not pay your Total Monthly Rent in full on or before the 5<sup>th</sup> day of the month, we will also charge you Fifty Dollars (\$50.00). Each of these charges will be treated as additional rent which you must pay on demand. The Landlord may, without notice, from time to time, change any of the above charges or fees, including the Total Monthly Rent, charge for Additional Services, late payment, and NSF check charge in accordance with applicable law.

3. **DEPOSIT:**

The Landlord may use the Security Deposit for any or all of the following purposes: (1) to satisfy any amount You owe under this Lease; (2) to pay for the repair of any damage You cause to the Home or Homesite; (3) for cleaning of the Home or Homesite. The Landlord will not pay you interest on the Security Deposit unless required by law. At the end of the term of this Lease, the Landlord will return the unused portion of the Security Deposit in accordance with state law.

4. **SERVICES AND UTILITIES:**

In addition to the Total Monthly Rent and other charges described in Paragraph 2, You will pay when due all charges for Additional Services set forth above and as stated in the Community Covenants. Upon sixty (60) days' written notice, Landlord may change the manner, delivery charge, and billing for any of the Additional Services.

5. **ACCEPTANCE OF HOMESITE:**

(a) You acknowledge that You have inspected the Homesite and accept it "AS IS". You also acknowledge that neither Landlord nor anyone else has made any promise, representation, or warranty of any kind, orally or in writing, as to any aspect of the Homesite. In no event shall Landlord be liable to you for any defect in the Homesite or for any limitation on its use.

(b) You agree to only use the Homesite as a residence in strict conformance with the Community Covenants, as they may be amended from time to time. You agree not to use the Homesite for any illegal or immoral activities.

6. **INSTALLATION OF HOME:**

Landlord reserves the right to approve any Home before You place it on the Homesite. If We do approve Your Home for placement on the Homesite, You agree to install the Home through a properly licensed contractor in accordance with the Home manufacturer's instructions, requirements imposed by law, the Community Covenants, and the Home & Homesite Standards. You are responsible for all damage caused to the Homesite by improper installation of the Home.

7. **LANDLORD'S RIGHT OF ENTRY UPON HOMESITE:**

The Landlord may enter upon the Homesite at any time to maintain utilities; to ensure compliance with applicable codes, statutes, ordinances, administrative rules, the Lease Contract, and Community Covenants; and to protect the safety and welfare of the Community.

8. **IMPROVEMENTS AND ALTERATIONS:**

You shall maintain your Home and Homesite to comply with current legal requirements, Community Covenants, and the Home & Homesite Standards. You may not make any improvements, alterations, or additions to the Home or Homesite without the prior written consent of the Landlord.

9. **MAINTENANCE OF HOME AND HOMESITE:**

You must maintain your Home and Homesite in accordance with the Community Covenants and in a clean, attractive, and well-kept manner. If You fail to do so, Landlord may issue to You a written notice that it will charge You for Home or

Homesite maintenance, and/or Landlord may terminate this Lease, unless the deficiencies and/or violations stated in the notice are corrected within seven (7) days. After seven (7) days from the date of the notice, Landlord, or its contractors, shall have the right to enter upon the Home and Homesite and perform the required Home and/or Homesite maintenance. You will be charged for this maintenance as provided in this Lease and/or Community Covenants. The charge for this maintenance will be treated as Additional Rent which You must pay on demand. Landlord may, without notice, from time to time change the charge for this maintenance.

**10. COMMUNITY COVENANTS AND STANDARDS:**

You agree to comply with all Community Covenants, Home & Homesite Standards, guidelines, and policies, as well as any amendments or additions thereto which are lawfully adopted by Landlord. You will be provided written notice of all additions or amendments sixty (60) days prior to the day the amendment or addition becomes effective. Your violation of any of the Community Covenants, Home & Homesite Standards, guidelines, or policies may be grounds for termination of this Lease.

**11. AUTOMOBILES, MOTORCYCLES, AND OTHER RECREATIONAL VEHICLES:**

You must comply with all Community Covenants regarding the use, parking, or storage of vehicles. If Landlord provides recreational vehicle storage space for your use, you shall pay the monthly Recreational Vehicle Storage fee, if applicable, which shall be deemed to be Additional Rent, due and payable to Landlord monthly with the Total Monthly Rent.

**12. PET:**

No animals or pets of any kind shall be kept on the Homesite except one pet which you represent and warrant strictly complies with the Community Covenants.

**13. ASSIGNMENT/SUBLETTING:**

You may not assign this Lease or sublet the Home or Homesite. Landlord may assign this Lease without Your consent.

**14. SALE OF MANUFACTURED HOME:**

You may sell the Home within the Community only if the Home and Homesite have been inspected by Landlord and are found to be in compliance with the Home & Homesite Standards and the sale is in compliance with the Community Covenants. Prospective residents must apply for residency and be accepted for residency in the Community. All Rent and other charges owed by You under this Lease must be paid in full to Landlord prior to the closing on the sale of the Home.

**15. REMOVAL OF HOME:**

(a) You must notify Landlord in writing of your intention to remove the Home from the Homesite and to terminate this Lease at least sixty (60) days in advance of the date of removal. You will continue to be liable for Rent and other charges under the Lease at least sixty (60) days in advance of the removal. Monthly rent will be prorated based upon removal date. If Tenant moves the Home out before the termination of the Lease term, Tenant shall be liable for and agrees to pay the balance of the total Rent, fees, and costs to complete the one-year Lease, minus the amounts paid if the lot is re-rented before the end of the Lease term. All Rent and other charges owed by You under this Lease must be paid in full prior to the removal of Your Home.

(b) Any personal property left behind by You after You vacate the Homesite shall be deemed abandoned and shall become the property of Landlord.

(c) Landlord may remove an abandoned Home from the community. A manufactured Home shall be deemed to be abandoned if (1) it has been unoccupied for sixty (60) days; and (2) no Rent has been paid for sixty (60) days; and (3) the manager of the Community reasonably believes it to be abandoned.

(d) If Landlord removes Your Home from the Homesite for any reason, You shall be responsible for all expenses incurred in removing the Home or other property from the Homesite and storing the Home and property.

**16. EVICITION:**

(a) Landlord may terminate this Lease and evict You as provided by law if You or anyone occupying Your Home defaults under this Lease or fails to abide by the Community Covenants, Home and Homesite Standards, guidelines, or policies or if any statements in your Application for Residency are materially false.

(b) To the extent permitted by law, you must reimburse Landlord for all court costs and attorney fees incurred by Landlord in enforcing its rights under this Lease.

**17. CASUALTY:**

In the case of fire or other casualty to Your Home, You are responsible to promptly repair the damage or, if the damage cannot be promptly repaired, remove the Home from the Homesite. If the Home must be removed from the Homesite, this Lease shall automatically terminate. You are responsible for payment of Rent until the Home is removed from the Homesite, plus an additional one month's Total Monthly Rent as liquidated damages caused by the early termination of this Lease. Your failure to promptly repair or remove a fire damaged Home shall be cause for termination of this Lease.

**18. INSURANCE:**

You are responsible for insuring Your Home and personal property. In addition, You must obtain a manufactured Home comprehensive insurance policy insuring against loss, damage, and liability for personal injuries which may occur within the Home or occur on the Homesite, and You must name the Landlord as an additional insured and furnish a copy of the policy to Landlord.

**19. INDEMNIFICATION:**

You agree to indemnify and hold Landlord and Landlord's officers, directors, shareholders, members, partners, agents, and employees harmless from all claims, demands, obligations, or liabilities of any kind or nature, including, but not limited to, attorney's fees and costs of defense, for damage or injury to any person, or to the property of any person arising from Your use and occupancy of the Community, or from Your failure to keep the Home and Homesite in good and safe condition or from Your negligence or the negligence of those persons occupying Your Home, Your guests, and Your visitors. You agree to pay for all damage to other residents of the Community, their occupants and guests, and their property which may be caused by Your failure to keep the Home and Homesite in good and safe condition or such negligence.

**20. LIABILITY OF LANDLORD:**

Except for Landlord's failure to perform, or grossly negligent performance of, a duty imposed by law, Landlord, its officers, directors, shareholders, members, partners, agents, and employees, will not be responsible or liable to You, other occupants, or any guests or visitors for any personal injury, loss, or damage to property or for any other loss or injury whatsoever, including damages which arise from bursting, leaking, or broken gas, water or sewer pipes, or electrical wiring, and including any loss or damage occasioned by acts or omissions of other residents of the Community, occupants, visitors, or their guests. Landlord shall not be liable for any damage or injury resulting from the use of the Community playground, recreational facilities, or common areas unless such damage or injury is caused by Landlord's failure to perform a duty or grossly negligent performance of a duty imposed by law.

**21. NOTICES:**

You shall send all notices and other correspondence to Landlord by first class mail addressed to Our Address or delivered personally to the Landlord's manager at Our Address. All notices which the Landlord is required by law to provide to You will be delivered to the Homesite by mail, personal service, or by posting on the Home. For delivery to any different address, You must provide written notice to the Landlord.

**22. CONDEMNATION:**

Landlord shall be exclusively entitled to any payment or award for the taking of any portion of the community in which the Homesite is located under the power of eminent domain, except that You will be entitled to any payment or award attributable solely to the loss of or damage to Your Home or personal property. If, during the term of this Lease, eminent domain (condemnation) proceedings are instituted which result in your partial or total eviction from the Homesite, this Lease shall automatically terminate on the date You are to leave the Homesite.

**23. MODIFICATION OF LEASE:**

This Lease represents the final agreement between You and the Landlord and with the exception of changes in Rent and other charges may not be modified or amended, except in writing, signed by both Landlord and You.

**24. MISCELLANEOUS PROVISIONS:**

(a) Landlord's failure to enforce any provision of this Lease or the Community Covenants on any occasion shall not be deemed a waiver of Landlord's right to enforce the provisions on future occasions.

(b) Each of the rights provided in this Lease shall be cumulative.

(c) In any provision of this Lease, the singular shall include the plural, the plural the singular, the male the female or neuter, the female the male or neuter, the neuter the male or female as the circumstances may require.

(d) If this Lease is signed by more than one person, then the liability of the persons signing the Lease shall be joint and several.

(e) This Lease shall be interpreted according to the laws of the state where the Homesite is located.

(f) If any provision of this Lease or any document incorporated into this Lease is ruled invalid or otherwise unenforceable, the remainder of the Lease or other document shall not be affected and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

**25. NON-UNIFORM PROVISIONS:**

Notwithstanding anything to the contrary in this Lease, the following provisions shall apply:

(a) All amounts paid, regardless of whether they are designated for Rent, shall be applied first to the oldest amount due to Landlord. All amounts due under this Lease for services or utilities shall be deemed Rent.

(b) Nothing in Paragraph 9 shall prevent the Landlord from enforcing its eviction rights under State law if You violate the provisions of this Lease.

(c) Landlord may terminate this Lease and evict You for any reason provided by Colorado law as well as for the reasons stated in Paragraph 16.

(d) The purpose for the Community Covenants is to promote the convenience, safety, or welfare of the homeowners, protect and preserve the premises from abusive use, and make a fair distribution of services and facilities available for homeowners generally.

(e) The sale of a Home which is intended to remain on the Homesite may be subject to reasonable upgrading to meet the Community Covenants and Home & Homesite Standards.

(f) A decision by the manager of the Community may be appealed to Uniprop, 280 Daines Street, Suite 300, Birmingham, Michigan 48009.

---

**LANDLORD:**

Boulder Meadows

Manufactured Home Community

Glenn Couch

Regional Vice President/Authorized Community Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RESIDENT(S):**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Home Ownership Transfer Move-In Security Deposit Description**

Rev'd. 1/2019

1. Security deposits, if applicable, are collected at the time the new resident signs his/her ***Lease Agreement***.
2. A ***Security Deposit Information (All except FL)*** form or a ***Security Deposit Receipt (Florida Only)*** should be completed in duplicate. One copy is given to the new resident and one copy is retained in the new resident's file.

## **Security Deposit Transfer**

Security deposits are not transferred from one resident account to another resident account. The security deposit must be refunded to the seller (resident who moved from the community). A new security deposit must be paid by the buyer (new resident).





**SECURITY DEPOSIT RECEIPT**

We hereby acknowledge receipt of a security deposit in the amount of \$\_\_\_\_\_ for homesite #\_\_\_\_\_ at \_\_\_\_\_ Manufactured Home Community and that said security deposit is being held in Account #\_\_\_\_\_ at \_\_\_\_\_ Bank. This is a non-interest bearing account.

The following information is provided pursuant to Florida Statute 83.49:

Upon the vacating of the premises for termination of the Lease, the Landlord shall have fifteen (15) days to return the security deposit or in which to give the resident written notice by certified mail to the resident's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. This notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by §83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to \_\_\_\_\_ (Landlord's address).

If the Landlord fails to give the notice within the fifteen (15) day period, he forfeits his right to impose a claim upon the security deposit.

Unless the resident objects to the imposition of the Landlord's claim or the amount thereof within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the resident within thirty (3) days after the date of the notice of intention to impose a claim for damages.

If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The Court shall advance the cause on the calendar.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**Home Ownership Transfer Move-In**  
**Recreational Vehicle Storage Agreement Description**

1. Residents owning a recreational vehicle must use proper storage facilities as provided by the community or located outside the community.
2. Recreational vehicles are not permitted to remain parked on community streets or on residential driveways.
3. The ***Recreational Vehicle Storage Agreement*** provides for proper storage of recreational vehicles owned by community residents.
4. The community's recreational vehicle storage area can be utilized by residents on a "first come, first serve" basis. If the storage area is full, a new resident must be instructed to locate an off-site facility.

**RECREATIONAL VEHICLE STORAGE AGREEMENT**

This Storage Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Resident), whereas Resident is a Resident of \_\_\_\_\_ Manufactured Home Community.

Landlord hereby grants Resident the non-exclusive right or access to and use of a certain recreational vehicle storage facility located at the Manufactured Home Community for the purpose of storing the following \_\_\_\_\_ (the Recreational Vehicle).

Resident’s right to use of the storage facility shall commence on the date hereof and continue from month to month thereafter until the earlier of termination of Resident’s residency at the Manufactured Home Community of the expiration of ten (10) days following notice from Landlord to vacate and remove the recreational vehicle from the storage facility.

Resident acknowledges that there are multiple keys for the storage facility, that the storage facility is not patrolled or guarded, and that it is not the intention of the parties to create a bailment.

Resident agrees to conform to all of the rules and Community Covenants of the Manufactured Home Community with respect to ownership, maintenance, use or storage of the Recreational Vehicle referred to above, and specifically acknowledges that nothing contained herein alters, amends, limits or waives any of the rules and Covenants.

In consideration of Landlord’s grant of the non-exclusive use of the storage area, Resident hereby agrees to hold Landlord, its officers, directors, partners, agents and servants and employees harmless from, and hereby releases any claim he or she may have against Landlord, as the result of any damage (including, without limitation theft, vandalism, malicious mischief, fire, hail or windstorm damage) to Resident’s property arising from or occurring while it is stored in or at the Manufactured Home Community pursuant to this Agreement regardless of whether such loss or damage may have been caused or contributed ot in full or in part by any act, error or omission of Landlord or Landlord’s officers, directors, partners, agents and servants and employees. Resident further agrees to maintain property and liability insurance on all units stored at the Manufactured Home Community pursuant to this Agreement.

**FLORIDA ONLY:** This Agreement shall not constitute a “Residential Tenancy” within the meaning of Chapter 83, 5713.691 Florida Statutes.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

**RECREATIONAL VEHICLE STORAGE KEY RECEIPT**

Resident hereby acknowledges receipt of a key to the storage area. Landlord acknowledges receipt of a key deposit in the amount of \$20.00 which shall be returned to Resident upon the end of this Agreement and return of the key.

The Resident agrees not to copy this key.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Homesite #

\_\_\_\_\_  
Landlord

## **Home Ownership Transfer Move-In** **Recording New Resident's Initial Payments Rent/Security Deposit**

The Community Manager records all payments made by a new resident, including application fee, security deposit, and rent using Yardi (refer to Yardi Help or Yardi Client Central).

### **New Resident Orientation Video**

A seven (7) minute informational video has been developed to orient new residents to our community. The video, available in English and Spanish, includes a visual presentation of home installation requirements, proper homesite maintenance, display of correct building materials, and a description of required procedures to follow. After viewing this video, each new resident should have a clear understanding of how to satisfactorily meet the Community Covenants.

View the video with each new resident and answer any questions that arise during the presentation and at the conclusion of the video. Pause the video to answer questions or explain any sections you feel need clarification or emphasis.

Showing this video is not intended to replace the in-depth training orientation the Community Manager should present to each new resident. It is to be used as a supplement to the resident's education. We do not require residents to sign an acknowledgement after viewing the video.

## **Home Ownership Transfer Move-In Welcome Folder**

Each new Resident should receive a Uniprop Welcome Folder at the conclusion of their initial orientation and after the presentation of the Uniprop Video. The following information should be included in each Uniprop Welcome Folder. Some of the items listed below may not apply.

- ***Lease Agreement***
- ***Addendum to Lease Agreement – Public Act No. 199***
- Community Site Plan
- Community Information Sheet (on your Community Stationary)
- Local Information Sheet (on your Community Stationary)
- Copy of Recent ***Community Newsletter***
- ***Recreational Vehicle Storage Agreement***
- Community Brochures
- Local Newcomers Packet from Bank or Chamber of Commerce
- ***Community Covenants***
- ***Prospectus (FL only)***
- Home Installation Requirements
- Move-In Tips
- Uniprop Homes Letter of Introduction
- Resident Parking Sticker and/or License

## **Physical Move-Out** **Move-Out Procedures**

**The following procedures should be followed when a resident moves a home out of your Community and before a security deposit and any pro-rated rent is returned:**

1. Thirty (30) days written notice of the move-out date of the home must be given by Resident.
2. Thirty (30) day notice is necessary to provide the means of accounting for resident security deposits and any charges a resident may owe the community, such as back rent, late charges, or charges for the condition of their homesite upon leaving the community.
3. The resident must pay the final month's rent and any current or past due balances.
4. The resident must make arrangements for removing the home from the community using the ***Uniprop Communities Guidelines for Removal of Homes***. This form must be completed, signed, and faxed or emailed to the Community Office along with a copy of the company's business license and insurance **prior** to the removal of the home.

**Physical Move-Out**  
**Homesite Inventory Checklist Description**

1. The Community Manager will inspect the homesite and record any damages within five (5) days from the date of the resident's notice to move their home from the community. Damages will be recorded on the ***Homesite Inventory Checklist*** form.
2. The condition of the homesite at the time of move-out will be compared to the condition of the homesite at the time of move-in.
3. The Community Manager will send a copy of the ***Homesite Inventory Checklist*** form to the resident within five (5) days after an inspection is made.
4. Damages found must be corrected prior to move-out.
5. The resident is responsible for all damages at the time of move-out and assumes all costs to repair damages that are not corrected.





## **Physical Move-Out**

### **Final Billing and Settlement Statement Description**

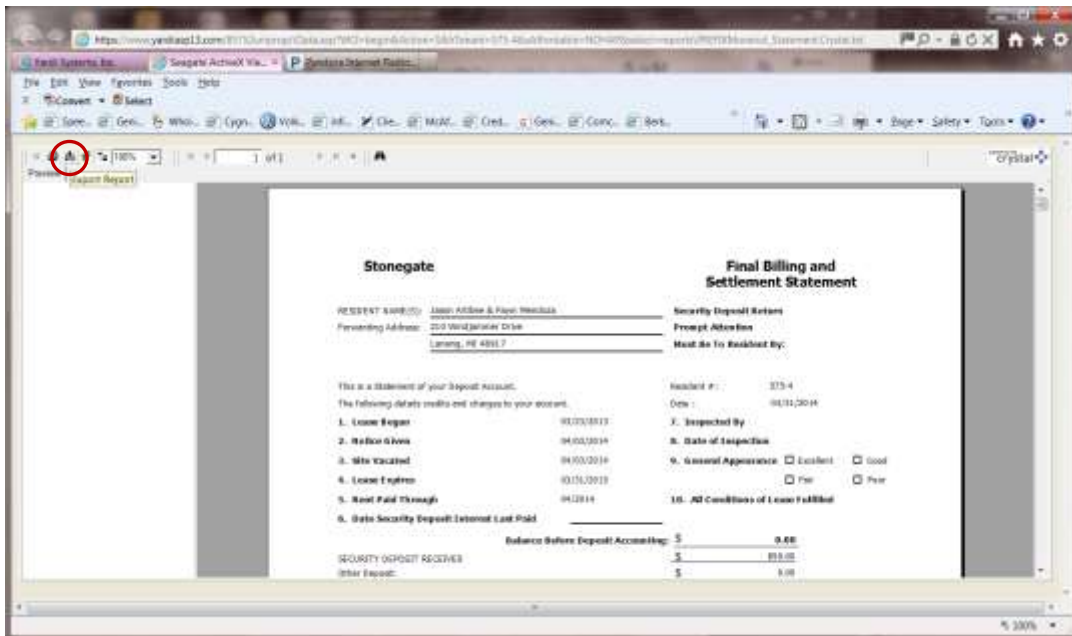
3/2014

1. The Community Manager will inspect the homesite immediately after the resident's home is moved out. Check that any damages reflected on the **Homesite Inventory Checklist** have been repaired. Additionally, check that no debris, tie downs, sheds, block, decks, skirting or any other personal property has been left on the site. Resident will be charged if cleaning or repair of damages is required.
2. Record all required information into Yardi, including any additional charges the resident owes (such as damage, cleaning, or late charges), and move the resident out.
3. Print the state specific **Final Billing and Settlement Statement** from Yardi as soon as the resident is moved out of Yardi. If Yardi is not available, use the **Final Billing and Settlement Statement**, an Excel form, in the **Forms Library**. The Community Manager shall review the information entered on the form to insure it is correct.
4. All **Final Billing and Settlement Statements** must be approved by your Regional Vice President prior to mailing.
5. Once approved, the Community Manager will mail a copy of the **Final Billing and Settlement Statement** to the resident **within the state required number of days** of the physical move-out.
6. If the resident is entitled to a security deposit refund and/or rent refund, fax or email the approved **Final Billing and Settlement Statement** to the community's Accountant. The Accountant will mail the resident a refund check with the approved **Final Billing and Settlement Statement** attached.
7. The Community Manager will place a copy of the **Final Billing and Settlement Statement** in the resident's file.
8. The resident's complete file is to remain in the community office after move-out and must be stored for a minimum of seven (7) years. Store these files alphabetically in a cardboard file storage box. For files over seven (7) years old, consult with your Regional Vice President regarding the proper method of disposal.

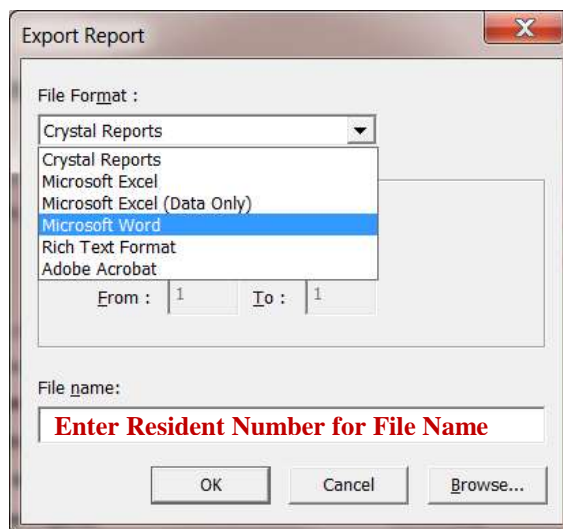
## Physical Move-Out Final Billing and Settlement Statement – Instructions to Manually Enter Charge Codes

Some communities need to list damage charges separately for legal purposes. Following are instructions on how to manually break out these charges in Yardi.

- I. Complete Move-Out and Deposit Accounting as usual (charge the damage).
- II. Go to the **Final Billing and Settlement Statement** and open it up. Click on the envelope with arrow to Export Report.



- III. Choose Word format from drop down menu. Enter file name (use resident number). Click OK.



## Physical Move-Out Final Billing and Settlement Statement – Instructions to Manually Enter Charge Codes (cont'd.)

- IV. Open document you just saved.
- V. Click on Property Damages to enter break down for damage charge.
  - A. When you click on Property Damages, you will see dotted lines around the field.
  - B. Go to the corner of the field; curser will show four (4) arrows pointing outward. Click and drag to enlarge the typing area.

The screenshot shows a Microsoft Word document titled "175-4 [Compatibility Mode] - Microsoft Word". The document is a "Final Billing and Settlement Statement" for a property move-out. It includes the following sections:

- Lease Dates:**
  1. Lease Began: 11/23/2013
  2. Notice Given: 04/03/2014
  3. Site Vacated: 04/13/2014
  4. Lease Expires: 11/21/2015
  5. Rent Paid Through: 04/2014
  6. Date Security Deposit Interest Last Paid: \_\_\_\_\_
- Inspection Details:**
  7. Inspected By: \_\_\_\_\_
  8. Date of Inspection: \_\_\_\_\_
  9. General Appearance:  Excellent  Good  Fair  Poor
  10. All Conditions of Lease Fulfilled: \_\_\_\_\_
- Financial Summary:**

Balance Before Deposit Accounting:	\$	0.00
SECURITY DEPOSIT RECEIVED	\$	850.00
Other Deposit:	\$	0.00
TOTAL DEPOSITS	\$	850.00
UNPAID RENT	\$	850.00
LATE CHARGES	\$	0.00
LEGAL COSTS	\$	0.00
UNPAID UTILITIES		
Water Meter Reading:	\$	0.00
	\$	-3.75
PROPERTY DAMAGES	\$	622.52
OTHER CHARGES/COSTS		
total	\$	-48.50
Payment Received	\$	892.75
Total deductions from security deposit	\$	622.52
Balance due to Resident	\$	237.48
Balance due to Landlord	\$	
- Comments:** COMMENTS: \_\_\_\_\_
- Prepared By:** \_\_\_\_\_ **Approved By:** \_\_\_\_\_

A red arrow points to the "PROPERTY DAMAGES" field, which is highlighted with a dotted border. The field is currently empty, and the cursor is positioned at the end of the line.

## Physical Move-Out Final Billing and Settlement Statement – Instructions to Manually Enter Charge Codes (cont'd.)

VI. Enter the specific damages in the text box.

VII. Resize and drag the selected field in position.

The screenshot shows a Microsoft Word document titled '575-4 (Compatibility Model) Microsoft Word'. The document is a 'Final Billing and Settlement Statement' for a resident named Jason Artime & Fann Mendoza. The form includes the following sections:

- RESIDENT NAME(S):** Jason Artime & Fann Mendoza
- Forwarding Address:** 21E Woodjumper Drive, Lansing, MI 48917
- Security Deposit Return:** Prompt Attention, Must Be To Resident By:
- Resident #:** 575-4
- Date:** 03/31/2014
- Lease Details:**
  - 1. Lease Began: 03/23/2013
  - 2. Notice Given: 04/03/2014
  - 3. Site Vacated: 04/03/2014
  - 4. Lease Expires: 03/31/2015
  - 5. Rent Paid Through: 04/2014
  - 6. Date Security Deposit Interest Last Paid:
- Inspection:**
  - 7. Inspected By:
  - 8. Date of Inspection:
  - 9. General Appearance:  Escalated  Good
  - Fair  Poor
  - 10. All Conditions of Lease Fulfilled:
- SECURITY DEPOSIT RECEIVED:**

Balance Before Deposit Accounting:	\$ 0.00
SECURITY DEPOSIT RECEIVED:	\$ 250.00
Other Deposit:	\$ 0.00
<b>TOTAL DEPOSITS:</b>	<b>\$ 250.00</b>
UNPAID RENT:	\$ 250.00
LATE CHARGES:	\$ 0.00
LEGAL COSTS:	\$ 0.00
UNPAID UTILITIES:	\$ 0.00
Water Meter Reading:	\$ -5.75
<b>PROPERTY DAMAGES:</b> Deep Cleaning \$85.00; Repair and Replace porch lights, fascots, small panel, blinds \$937.50	<b>\$ 922.50</b>
<b>OTHER CHARGES/COSTS:</b> 10.00	<b>\$ 40.50</b>
<b>Payment Received:</b>	<b>\$ 892.75</b>

VIII. Now you are ready to print the ***Final Billing and Settlement Statement***. Scale paper size to letter size.

IX. Save for your records in Word format.

X. File a copy of the original and the edited ***Final Billing and Settlement Statement*** in the resident file.

**\*\*COMMUNITY NAME\*\***

**Florida Final Billing and Settlement Statement**

RESIDENT NAME(S): \_\_\_\_\_  
 Forwarding Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Security Deposit Return  
 Prompt Attention  
 Must Be To Resident By:** \_\_\_\_\_

This is a Statement of your Deposit Account.  
 The following details credits and charges to your account.

Resident #: \_\_\_\_\_  
 Date: \_\_\_\_\_

<b>1. Lease Began</b>	
<b>2. Notice Given</b>	
<b>3. Site Vacated</b>	
<b>4. Lease Expires</b>	
<b>5. Rent Paid Through</b>	
<b>6. Date Security Deposit Interest Last Paid</b>	n/a

<b>7. Inspected By</b>		
<b>8. Date of Inspection</b>		
<b>9. General Appearance</b>	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good
	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
<b>10. All Conditions of Lease Fulfilled</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SECURITY DEPOSIT RECEIVED \_\_\_\_\_ (Date) \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 TOTAL DEPOSITS \_\_\_\_\_ \$ -

UNPAID RENT \_\_\_\_\_ \$ -  
 LATE CHARGES \_\_\_\_\_ \$ -  
 LEGAL COSTS \_\_\_\_\_ \$ -

UNPAID UTILITIES  
 Water Meter Reading: \_\_\_\_\_ -- \_\_\_\_\_  
 Total Usage: \_\_\_\_\_ 0 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

PROPERTY DAMAGES  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

OTHER CHARGES/COSTS  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

**Total deductions from security deposit** \_\_\_\_\_ \$ -  
**Balance due to Resident** \_\_\_\_\_ \$ -  
**Balance due to Landlord** \_\_\_\_\_ \$ -

**COMMENTS:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_ **Approved By:** \_\_\_\_\_

This is a notice of my intention to impose a claim for damages in the amount stated above upon your security deposit. It is sent to you as required by statute 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice, or I will be authorized to deduct my claim from your security deposit. Your Objection must be sent to: **\*\*COMMUNITY ADDRESS\*\***

# \*\*COMMUNITY NAME\*\*

## Final Billing and Settlement Statement

RESIDENT NAME(S): \_\_\_\_\_  
 Forwarding Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Security Deposit Return**  
**Prompt Attention**  
**Must Be To Resident By:** \_\_\_\_\_

This is a Statement of your Deposit Account.  
 The following details credits and charges to your account.

Resident #: \_\_\_\_\_  
 Date: \_\_\_\_\_

1. Lease Began	
2. Notice Given	
3. Site Vacated	
4. Lease Expires	
5. Rent Paid Through	
6. Date Security Deposit Interest Last Paid	n/a

7. Inspected By		
8. Date of Inspection		
9. General Appearance	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good
	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
10. All Conditions of Lease Fulfilled	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SECURITY DEPOSIT RECEIVED \_\_\_\_\_ (Date) \_\_\_\_\_ \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 TOTAL DEPOSITS \_\_\_\_\_ \$ -

UNPAID RENT \_\_\_\_\_ \$ -  
 LATE CHARGES \_\_\_\_\_ \$ -  
 LEGAL COSTS \_\_\_\_\_ \$ -

UNPAID UTILITIES  
 Water Meter Reading: \_\_\_\_\_ -- \_\_\_\_\_  
 Total Usage: \_\_\_\_\_ 0 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

PROPERTY DAMAGES  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

OTHER CHARGES/COSTS  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

Total deductions from security deposit \_\_\_\_\_ \$ -  
 Balance due to Resident \_\_\_\_\_ \$ -  
 Balance due to Landlord \_\_\_\_\_ \$ -

COMMENTS: 


Prepared By: \_\_\_\_\_ Approved By: \_\_\_\_\_

## **Physical Move-Out** **Security Deposit Description**

1. Interest accumulates on security deposits in some states and must be paid to residents at the time of move-out. (See **Community Notes**.)
2. Security deposits are returned by the main office (if applicable) after a ***Final Billing and Settlement Statement*** has been completed and signed by the Community Manager and Regional Vice President.
3. Be certain you have the correct forwarding address of the resident moving out.

## **Home Ownership Transfer Move-Out** **Move-Out Procedures**

**The ownership of a home is transferred when a home is sold to another party and the new owner intends to keep the home on its present site. The following guidelines apply when the ownership of a home is transferred:**

1. Residents should provide management thirty (30) days written notice prior to selling their home.
2. A thirty (30) day notice provides the means of accounting for resident security deposits and any charges a resident may owe the community, such as back rent, late charges, or charges for the condition of their homesite upon leaving the community.
3. The final month's rent and any current or past due balances must be paid by the resident.
4. A new resident cannot be approved until all debts are cancelled, or the Community Manager has instructed a sales agent to collect the monies owed at the time of closing.
5. All homes that are transferred to a new owner must be inspected. The Community Manager should contact residents regarding inspections prior to a sale taking place, if possible. Residents should be contacted whenever a "For Sale" sign is posted in front of their home or their home is listed with Uniprop Homes or another broker. (See **Home Ownership Transfer Inspection/Move-In.**)



## **Home Ownership Transfer Move-Out Homesite Inventory Checklist Description**

1. The Community Manager will inspect the homesite and record any damages within five (5) days of the date of the resident's notice of move-out. Damages will be recorded on the ***Homesite Inventory Checklist*** form.
2. The condition of the homesite at the time of move-out will be compared to the condition of the homesite at the time of move-in.
3. The Community Manager will send a copy of the ***Homesite Inventory Checklist*** form to the resident within five (5) days after an inspection is made.
4. Damages found must be corrected prior to the move-in of a new resident.
5. The resident moving out is responsible for all damages at the time of move-out and must pay all costs to correct damages prior to new resident moving in.



## Home Ownership Move-Out Final Billing and Settlement Statement Description

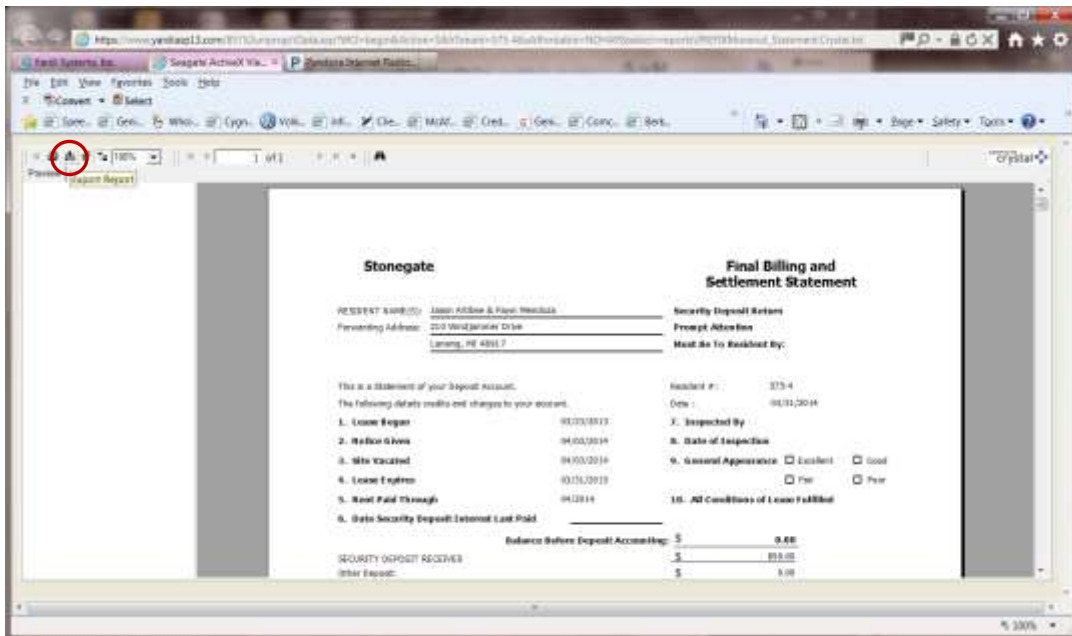
3/2014

1. The Community Manager will inspect the homesite immediately after the resident's home is moved out. Check that any damages reflected on the **Homesite Inventory Checklist** have been repaired. Additionally, check that no debris, tie downs, sheds, block, decks, skirting or any other personal property has been left on the site. Resident will be charged if cleaning or repair of damages is required.
2. Record all required information into Yardi, including any additional charges the resident owes (such as damage, cleaning, or late charges), and move the resident out.
3. Print the state specific **Final Billing and Settlement Statement** from Yardi as soon as the resident is moved out of Yardi. If Yardi is not available, use the **Final Billing and Settlement Statement**, an Excel form, in the **Forms Library**. The Community Manager shall review the information entered on the form to insure it is correct.
4. All **Final Billing and Settlement Statements** must be approved by your Regional Vice President prior to mailing.
5. Once approved, the Community Manager will mail a copy of the **Final Billing and Settlement Statement** to the resident **within the state required number of days** of the physical move-out.
6. If the resident is entitled to a security deposit refund and/or rent refund, fax or email the approved **Final Billing and Settlement Statement** to the community's Accountant. The Accountant will mail the resident a refund check with the approved **Final Billing and Settlement Statement** attached.
7. The Community Manager will place a copy of the **Final Billing and Settlement Statement** in the resident's file.
8. The resident's complete file is to remain in the community office after move-out and must be stored for a minimum of seven (7) years. Store these files alphabetically in a cardboard file storage box. For files over seven (7) years old, consult with your Regional Vice President regarding the proper method of disposal.

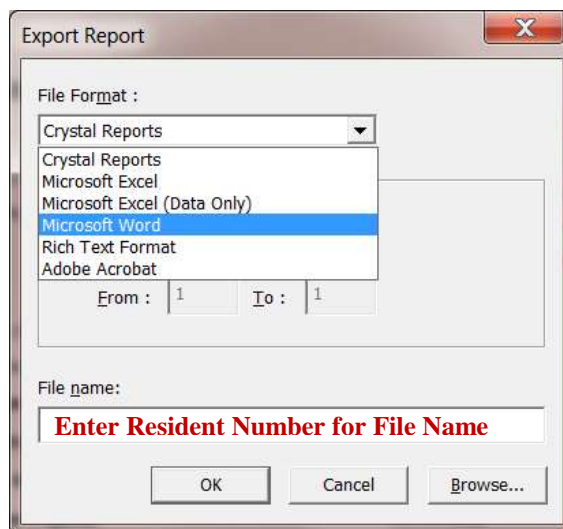
## Home Ownership Move-Out Final Billing and Settlement Statement – Instructions to Manually Enter Charge Codes

Some communities need to list damage charges separately for legal purposes. Following are instructions on how to manually break out these charges in Yardi.

- XI. Complete Move-Out and Deposit Accounting as usual (charge the damage).
- XII. Go to the **Final Billing and Settlement Statement** and open it up. Click on the envelope with arrow to Export Report.



- XIII. Choose Word format from drop down menu. Enter file name (use resident number). Click OK.



## Home Ownership Move-Out Final Billing and Settlement Statement – Instructions to Manually Enter Charge Codes (cont'd.)

- XIV. Open document you just saved.
- XV. Click on Property Damages to enter break down for damage charge.
- C. When you click on Property Damages, you will see dotted lines around the field.
- D. Go to the corner of the field; curser will show four (4) arrows pointing outward. Click and drag to enlarge the typing area.

The screenshot shows a Microsoft Word document titled '175-4 [Compatibility Mode] - Microsoft Word'. The document contains a final billing and settlement statement. A red arrow points to the 'PROPERTY DAMAGES' field, which is highlighted with a dotted border. The document includes the following sections:

- Lease Dates:**
  - 1. Lease Began: 11/23/2013
  - 2. Notice Given: 04/03/2014
  - 3. Site Vacated: 04/13/2014
  - 4. Lease Expires: 11/21/2015
  - 5. Rent Paid Through: 04/2014
  - 6. Date Security Deposit Interest Last Paid: \_\_\_\_\_
- Inspection Details:**
  - 7. Inspected By: \_\_\_\_\_
  - 8. Date of Inspection: \_\_\_\_\_
  - 9. General Appearance:  Excellent  Good  Fair  Poor
  - 10. All Conditions of Lease Fulfilled: \_\_\_\_\_
- Financial Summary:**

Balance Before Deposit Accounting:	\$	0.00
SECURITY DEPOSIT RECEIVED	\$	850.66
Other Deposit:	\$	0.66
TOTAL DEPOSITS	\$	850.00
UNPAID RENT	\$	850.10
LATE CHARGES	\$	0.88
LEGAL COSTS	\$	6.00
UNPAID UTILITIES		
Water Meter Reading:	\$	0.88
	\$	-3.75
PROPERTY DAMAGES	\$	622.52
OTHER CHARGES/COSTS		
total	\$	-48.16
Payment Received	\$	892.75
Total deductions from security deposit	\$	622.52
Balance due to Resident	\$	237.48
Balance due to Landlord	\$	
- Comments:** COMMENTS: \_\_\_\_\_
- Signatures:** Prepared By: \_\_\_\_\_ Approved By: \_\_\_\_\_

At the bottom of the document, there is a disclaimer: "YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN SEVEN (7) DAYS AFTER RECEIPT OF SAME. OTHERWISE YOU WILL FORFEIT THE AMOUNT..."

## Home Ownership Move-Out Final Billing and Settlement Statement – Instructions to Manually Enter Charge Codes (cont'd.)

- XVI. Enter the specific damages in the text box.
- XVII. Resize and drag the selected field in position.

The screenshot shows a Microsoft Word document titled '575-4 (Compatibility Model) Microsoft Word'. The document is a 'Final Billing and Settlement Statement' for a resident named Jason Artime & Fann Mendoza. The form includes sections for Resident Information, Lease Details, Security Deposit Accounting, and Property Damages. A red arrow points to the 'PROPERTY DAMAGES' section, which contains a text box for entering specific damage details. The text in the text box reads: 'PROPERTY DAMAGES: Deep Cleaning \$85.00; Repair and Replace porch lights, fascots, small panel, blinds \$937.50'. The total amount for property damages is \$1,022.50. The total amount due is \$992.75.

Item	Amount
Balance Before Deposit Accounting	\$ 0.00
SECURITY DEPOSIT RECEIVED	\$ 250.00
Other Deposit	\$ 0.00
TOTAL DEPOSITS	\$ 250.00
UNPAID RENT	\$ 250.00
LATE CHARGES	\$ 0.00
LEGAL COSTS	\$ 0.00
UNPAID UTILITIES	\$ 0.00
Water Meter Reading	\$ -5.75
PROPERTY DAMAGES: Deep Cleaning \$85.00; Repair and Replace porch lights, fascots, small panel, blinds \$937.50	\$ 1,022.50
OTHER CHARGES/COSTS	\$ 0.00
Payment Received	\$ 40.00
<b>Total Amount Due</b>	<b>\$ 992.75</b>

- XVIII. Now you are ready to print the **Final Billing and Settlement Statement**. Scale paper size to letter size.
- XIX. Save for your records in Word format.
- XX. File a copy of the original and the edited **Final Billing and Settlement Statement** in the resident file.

**\*\*COMMUNITY NAME\*\***

**Florida Final Billing and Settlement Statement**

RESIDENT NAME(S): \_\_\_\_\_  
 Forwarding Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Security Deposit Return</b>	
<b>Prompt Attention</b>	
<b>Must Be To Resident By:</b> _____	
Resident #:	_____
Date:	_____

This is a Statement of your Deposit Account.  
 The following details credits and charges to your account.

<b>1. Lease Began</b>	
<b>2. Notice Given</b>	
<b>3. Site Vacated</b>	
<b>4. Lease Expires</b>	
<b>5. Rent Paid Through</b>	
<b>6. Date Security Deposit Interest Last Paid</b>	n/a

<b>7. Inspected By</b>	_____	
<b>8. Date of Inspection</b>	_____	
<b>9. General Appearance</b>	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good
	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
<b>10. All Conditions of Lease Fulfilled</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SECURITY DEPOSIT RECEIVED _____ (Date)	\$	-
Other Deposit: _____	\$	-
Other Deposit: _____	\$	-
Other Deposit: _____	\$	-
<b>TOTAL DEPOSITS</b> _____	\$	-

UNPAID RENT _____	\$	-
LATE CHARGES _____	\$	-
LEGAL COSTS _____	\$	-

**UNPAID UTILITIES**

Water Meter Reading: \_\_\_\_\_ -- \_\_\_\_\_

<input type="checkbox"/> Total Usage: _____ 0 _____	\$	-
<input type="checkbox"/> _____	\$	-
<input type="checkbox"/> _____	\$	-

**PROPERTY DAMAGES**

<input type="checkbox"/> _____	\$	-
<input type="checkbox"/> _____	\$	-
<input type="checkbox"/> _____	\$	-

**OTHER CHARGES/COSTS**

<input type="checkbox"/> _____	\$	-
<input type="checkbox"/> _____	\$	-
<input type="checkbox"/> _____	\$	-

<b>Total deductions from security deposit</b> _____	\$	-
<b>Balance due to Resident</b> _____	\$	-
<b>Balance due to Landlord</b> _____	\$	-

**COMMENTS:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_ **Approved By:** \_\_\_\_\_

This is a notice of my intention to impose a claim for damages in the amount stated above upon your security deposit. It is sent to you as required by statute 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice, or I will be authorized to deduct my claim from your security deposit. Your Objection must be sent to: **\*\*COMMUNITY ADDRESS\*\***

# \*\*COMMUNITY NAME\*\*

## Final Billing and Settlement Statement

RESIDENT NAME(S): \_\_\_\_\_  
 Forwarding Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Security Deposit Return**  
**Prompt Attention**  
**Must Be To Resident By:** \_\_\_\_\_

This is a Statement of your Deposit Account.  
 The following details credits and charges to your account.

Resident #: \_\_\_\_\_  
 Date: \_\_\_\_\_

1. Lease Began	
2. Notice Given	
3. Site Vacated	
4. Lease Expires	
5. Rent Paid Through	
6. Date Security Deposit Interest Last Paid	n/a

7. Inspected By		
8. Date of Inspection		
9. General Appearance	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good
	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
10. All Conditions of Lease Fulfilled	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SECURITY DEPOSIT RECEIVED \_\_\_\_\_ (Date) \_\_\_\_\_ \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 Other Deposit: \_\_\_\_\_ \$ -  
 TOTAL DEPOSITS \_\_\_\_\_ \$ -

UNPAID RENT \_\_\_\_\_ \$ -  
 LATE CHARGES \_\_\_\_\_ \$ -  
 LEGAL COSTS \_\_\_\_\_ \$ -

UNPAID UTILITIES  
 Water Meter Reading: \_\_\_\_\_ -- \_\_\_\_\_  
 Total Usage: \_\_\_\_\_ 0 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

PROPERTY DAMAGES  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

OTHER CHARGES/COSTS  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -  
 \_\_\_\_\_ \$ -

Total deductions from security deposit \_\_\_\_\_ \$ -  
 Balance due to Resident \_\_\_\_\_ \$ -  
 Balance due to Landlord \_\_\_\_\_ \$ -

COMMENTS: 


Prepared By: \_\_\_\_\_ Approved By: \_\_\_\_\_



## **Home Ownership Transfer Move-Out Security Deposit Description**

1. Interest accumulates on security deposits in some states and must be paid to residents at the time of move-out. (See Community Notes)
2. Security deposits are returned by the main office after a ***Final Billing and Settlement Statement*** has been completed and signed by the Community Manager and Regional Vice President.
3. Be certain you have the correct forwarding address of the resident moving out.

## **Security Deposit Transfer**

Security deposits are not transferred from one account to another. The security deposit must be refunded to the seller (resident who moved from the community). A new security deposit must be paid by the buyer (new resident).

## **Acquisition of Homes to be Removed from a Uniprop Community**

You may choose to acquire an undesirable home in the community you wish to have removed. Be aware of opportunities to purchase or acquire a pre-owned home in the community that may become available by these means:

1. Abandoned Home
2. A Repossessed Home
3. A Home for Sale by Resident Located on a Strategic Homesite you want Available for a New Model Home
4. In Lieu of Rent

Written approval from your Regional Vice President is mandatory for the purchase or acquisition of a home for removal from the community. Uniprop should spend no more than \$5,000 for the purchase of a home to be removed from the community.

The ***Pre-Owned Home Acquisition Request*** form should be completed and sent to your Regional Vice President for approval. Attach the following documentation to the form:

1. ***Checklist for Pre-Owned Home Acquisition within a Uniprop Community***
2. Pictures of the Exterior and Interior
3. Copy of the Title (front and back)  
\*Original title to be held at the community and given to the company/individual responsible for removal
4. Print out of Resident History Showing Balance Due and ***Pre-Owned Home with Receivable Balance*** form.

**CHECKLIST FOR PRE-OWNED HOME ACQUISITION WITHIN A UNIPROP COMMUNITY**

**\*FOR HOMES TO BE REMOVED FROM THE COMMUNITY ONLY\***

Community: \_\_\_\_\_ Site #: \_\_\_\_\_

- Pre-Owned Home Acquisition Request -- For Removal Only
- Resident Moved-Out...Will be Moved-Out when home is physically moved out.
- Print-Out of Resident History Showing Balance Due
- Community** Moved-In (until home is actually removed from community)  
\*NOTE: The only time **Uniprop Homes** should be moved-in on a site is if the home is remaining in the community for resale\*
- Pictures (exterior and interior)
- Copy of Title (front and back)  
\*Original title to be held at the community and given to the company/individual responsible for removal\*
- Copy of Lender Authorization for Removal
- Pre-Owned Home with Receivable Balance -- For Removal  
\*If necessary\*

## **Completing the Pre-Owned Home Acquisition Request (For Homes to be Removed from Community Only)**

1. **Acquisition Type:** Check the appropriate box which describes how the home was acquired.
2. **Date Acquired:** Fill in today's date.
3. **Estimated Date of Removal:** Fill in tentative date home is scheduled to be removed.
4. **Seller/Lender's Name(s):** Fill in the name of the individual (or company) from whom we are acquiring the home. This should also be the name of the individual (or company) the check will be made payable to (if purchasing) as well as the name on the certificate of title.
5. **Community Name:** Fill in the name of the community where home is currently located.
6. **Homesite:** Fill in the homesite number where home is currently located.
7. **Street Address of Home:** Fill in street address where home is currently located.
8. **Description of Home:** Fill in all blanks disclosing **Manufacturer, Box Size, Year, # Bedrooms, # Baths, and Serial #** (be sure that manufacturer, year, and serial # all match the certificate of title).
9. **Reason for Removal of Home:** Briefly explain why the home is being removed. An example would be *"Cost of repairs exceeds value of home – Home valued below minimum retail market value of \$10,000"*.
10. **Costs:** Fill in all applicable costs breaking down the **Purchase Price, Past Due Homesite Fees, Past Due Late Fees, Past Due Utilities, Past Due Taxes, Legal Fees, Other Fees** (such as Pets, Garages, etc).
11. **Home Loan Contract Balance:** If home is an HLC Repossession and is beyond repairing for resale, fill in the current balance owed.
12. **If Home is an HLC Repossession, Provide Control #:** This is the only instance where a Control # would apply when using this particular form.
13. **Estimated Costs to Move:** Fill in amount per bid, quote, or invoice received for removal.
14. **Total Costs for Removal:** There is a formula in this cell which will automatically calculate the total costs.
15. **Estimated Costs to Repair:** Fill in total costs estimated to repair home for resale.
16. **Mailing Address of Seller:** If we are purchasing the home for removal, fill in the **name, complete address, and to whose attention** the check should be made payable, as well as the actual **amount of the check** to be issued.
17. **Submitted By:** Fill in Community Manager's name.
18. **Approved By:** This space should be left blank for the Regional Vice President's signature.



**PRE-OWNED HOME WITH RECEIVABLE BALANCE**

RECEIVED IN LIEU OF RENT  (check one)  
PURCHASED WITH RECEIVABLE BALANCE OWED

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

COMMUNITY: \_\_\_\_\_

CONTROL#: \_\_\_\_\_

SITE #: \_\_\_\_\_

LATE FEES - #3020: \_\_\_\_\_

UTILITIES - #3050: \_\_\_\_\_

LEGAL FEES - #4210: \_\_\_\_\_

\_\_\_\_\_  
OTHER

**TOTAL:** \$0.00

TITLE RECEIVED: \_\_\_\_\_

**MUST BE SUBMITTED WITH A "PRE-OWNED HOME PURCHASE REQUEST" AND A COPY OF THE TITLE BEFORE THE RECEIVABLE BALANCE CAN BE ADJUSTED OFF.**

Upon approval, the Community Manager will be notified to make the necessary adjustments in Yardi.

**UNIPROP COMMUNITIES  
GUIDELINES FOR REMOVAL OF HOMES**

1. Contact the community office to make sure that the responsible party has paid the current monthly fees.
2. A 48-hour notice is required prior to home being removed.
3. Damage deposit (if required) must be received prior to any work commencing.
4. Contractor must provide all equipment, supplies, and personnel.
5. The entire homesite must be completely cleaned, including removal of steps, shed, decks, skirting, air unit and duct work, tie downs, anchors, and items under the home.
6. Trees or bushes (must also) "may" be removed if they are in the way of the home being removed. Uniprop must approve, in writing, the removal of trees or shrubs. The company removing the home must also take these items.
7. Contractors and transporters must check-in with the community office upon entering the community.
8. When the home is ready to be removed, someone from the removal company must come to the community office to get a Uniprop escort out of the community.
9. Fax a copy of business license and proof of insurance to the community office.
10. List any additional community specific requirements:

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Damage deposit in the amount of \$ \_\_\_\_\_ , check # \_\_\_\_\_ ,  
was received on \_\_\_\_\_. A community representative will inspect  
the homesite and deposit will be returned within \_\_\_\_\_ days  
if all conditions of the home removal have been satisfied.

WE HAVE RECEIVED A COPY OF THESE GUIDELINES AND FULLY UNDERSTAND  
THAT IF THEY ARE NOT FOLLOWED WE CAN BE HELD ACCOUNTABLE FOR  
DAMAGES DONE TO UNIPROP'S COMMUNITY.

Representative from Removal Company: \_\_\_\_\_

Homeowner: \_\_\_\_\_

Homeowner's Forwarding Address: \_\_\_\_\_  
\_\_\_\_\_