MUNICIPALITY OF NORRISTOWN
A HOME RULE MUNICIPALITY
235 EAST AIRY STREET
NORRISTOWN, PENNSYLVANIA 19401-5003
(610) 272-8080
WWW.NORRISTOWN.ORG

FAX:
FINANCE: (610) 270-0445
ADMINISTRATION: (610) 275-0687
PUBLIC WORKS: (610) 279-3603
PLANNING: (610) 270-2892
CODE/BLDG.: (610) 279-7548

File No. 216-20

APPLICATION TO THE ZONING HEARING BOARD
(Please print or type)

1. Application for: ____ Variance from Section ____

   ____ Special Exception from Section ____

   X Interpretation (Explain) See Attached

2. Name and Address of Applicant: Ryan Ward + Steven Wittenberg
   Phone (Ryan): 267-337-0583 Phone #: 267-971-1739 (Steve)

3. Name and Address of Property Owner: Ryan Ward 61 Bow ST, Unit 3, Portsmouth, NH 03801
   Steven Wittenberg 1831 Addison St Phila PA 19146

4. Address of Property: 122 Wayne Avenue Norristown PA 19401

5. Zoning Classification of Property: R-2

6. Present Use of Property: R-2 Single Family Attached Dwelling - Rowhouse Rental

7. Proposed Use of Property: SAME

8. Reasons Application Should Be Granted: See Attached

9. Description of Improvements and/or Use: General Construction Thereof: NONE

10. The Undersigned do(es) hereby make application to the Zoning Hearing Board as indicated and affirms that the information contained herein is true and correct.

Signed [signature] (Applicant) Date 6/15/20

Signed [signature] (Owner) Date 6/15/20

$ 575 Filing Fee Received, Date 6/22/2020 [signature]

(FILING FEE IS NON-REFUNDABLE)

Jayne Mooney, Zoning Officer

Ryan Ward and Steven Wittenberg
1831 Addison Street
Philadelphia, PA 19146

June 15, 2020

Attn: Zoning Hearing Board
Municipality Planning and Municipal Development Department
Municipality of Norristown
Municipal Hall, 235 East Airy Street, 2nd Floor
Norristown, PA 19401-5003

RE: Appeal to Notice of Zoning Violation dated March 18, 2020 (the "Notice")

PROPERTY ADDRESS: **122 Wayne Ave, Norristown, PA 19401 (the "Property")**
Parcel # 130038376005
Main structure is 1230 sq ft. (above ground) and 100% of the unit/Property devoted to Single Family Attached Dwelling – Rowhouse use as a Rental Property

Dear Zoning Hearing Board of the Municipality of Norristown,

We are writing to formally appeal the attached notice and per the recommendation of Patrick Kitchens of Kilkenny Law. We attempted to resolve to issue through Mr. Kitchens to avoid time and expense of all parties involved (particularly in light of COVID-19) but at this point are formally appealing before the June 20, 2020 deadline (as defined by Governor Wolf under Act 15).

Application for Interpretation
We are filing for an "Appeal to Interpret" Section 320 (Zoning) including Article V (R-2 Residence District); Section 320-41 (Use Regulations); Section 320-11 (definitions); Article XXIX (Administration); and Section 320-343 (Permits).

At its core, the Municipality states that the Property is not being used as a Single Family Dwelling (which is a permitted by right use) due to the belief that tenants/residents are transient in nature, in violation of the "family" definition and/or the property is being utilized as a hotel, rooming house, tourist home and the like without proper zoning permit.

Reasons Application Should be Granted

We are providing documentation and facts which we believe shows evidence to the contrary of any violation. It is our goal to be 100% compliant with the Municipality and therefore, if the evidence provided and a hearing yields a necessary action by us, we are happy to comply. But, as you will see, we do not understand how we are in violation of any provisions, we believe the notice was created in error based on a misinterpretation of facts and therefore, we are unable to enact further remedy without guidance and interpretation.

Notice of Sale of Property Effective June 1, 2020
For the sake of transparency and clarification, the Property was sold by Edward and Genevieve Ward, prior owners, ("The Wards") on June 1, 2020 (Title Transfer attached) to Ryan Ward and Steve Wittenberg now individual co-owners ("New Owners"). Previously, Ryan Ward and Steve Wittenberg were simply the property managers in the form of an entity called The Roadless Traveled, LLC ("RLT"). Due to this sale transaction, we notified the Norristown Code and Enforcement office who directed us to file the *Property Transfer / Change of Tenant Application* and *Rental Dwelling License Application*. This was submitted immediately after the sale on June 1, 2020 and should be in process with the Municipality.

As such, since the Notice is technically issued to the Wards, the prior owners, it is presumably null and void. That said, we, New Owners want to address the Notice to avoid future issues that may give rise to Notices of Zoning Violation to us as new owners based on mistaken facts and circumstances.

Historical Context

We are submitting a historical timeline which can help support our evaluation of the Municipal Code below.

- September, 2018 – The Wards engaged RLT to be property managers to oversee the rental and management of their property. The Wards initial intention was to give back to the community to provide a clean, safe living environment for sober individuals, particularly those in drug court having difficulty qualifying for leases in other residences. This was prior to the Norristown Ordinance No. 18-06 enacted in November 20, 2018 which defined Sober Living Homes and zoning requirements of such.
- September 24, 2018 – Four tenants signed leases and moved into the Property (4 being the maximum occupancy the Wards and RLT set given there are 3 bedrooms in the Property).
- January 31, 2019 - Three of these tenants terminated their leases and moved out. They resided in the property for 4+ months as tenants. The fourth tenant (Eric B.) remained under his lease term.
- February, 2019, three new tenants, including one married couple, friends of Eric B., signed new leases and moved into the Property which again created a maximum occupancy of 4 tenants.
- June 1, 2019, Eric B., the original tenant, moved out leaving 3 tenants. Eric B. resided in the property for 8+ months as tenant.
- In June, 2019, the Wards received a Notice of Violation stating that they were in violation of running a Sober Living Home. This was the first time the Wards or RLT became aware of Norristown Ordinance No. 18-06 and the Sober Living Home definition. That said, with the assistance of an attorney, Michael Adler, Esq., the Wards and RLT responded with facts and an interpretation that the ordinance was not relevant to their set of circumstances. Namely, there were no formal programs being run out of the residence for purposes of sobriety or for transition into normal lives and there was never more than 4 individual residing on the property at any given time (under the 6 or more requirement as defined under Sober Living Homes in the Code). There was no response or further Notices from the Municipality which the Wards and RLT interpreted as an acceptance of the response and explanation.
- November, 2019 - The remaining three tenants and RLT mutually decided to terminate leases. All tenants moved out. These tenants had resided at the Property for 9+ months as tenants.
- November, 2019 - The Property was renovated and it was decided at this time by the Wards and RLT to revise the rental model for numerous reasons including the difficulty in managing and renting to a high risk population and the desire to not be confused with being a Sober Living Home.
- November, 2019 - Two new tenants executed month to month leases.
- In March, 2020 - Two additional tenants (friends of the November tenants signed additional month to month leases.)
- June 1, 2020 – After purchasing the Property from the Wards, New Owners asked that all Tenants sign a single joint lease effective June 1, 2020 (attached) which replaced the prior 4 separate leases. This was to unify their relationship with us as new owners and hopefully to help avoid confusion as to our situation in light of this Notice being appealed. We also asked that these Tenants sign an affidavit (attached) attesting to the fact that they have been the only tenants since their move in dates, non-transient, permanent residents with the intention of staying long term (not in the capacity of a short term, hotel, rooming house, AirBnB, group home or the like) with the rights afforded them under Pennsylvania Landlord-Tenant Law. All four of these tenants still remain in the property and are listed on the affidavit and current lease.

Evaluation of the Code

Single-Family Attached Dwelling Unit - We agree that we would be considered a Single-Family Attached Dwelling Unit – Rowhouse – under Section 360-11-B.4 of the Code.

Family – We disagree that we are in violation of the *Family* definition of Section 360 and do not believe we need a special exception as such. Specifically, *Family* is defined as "no more than five unrelated individuals living together as a single housekeeping unit and doing their cooking on the premises..." As stated in the above timeline, there are only four individuals living on the premises, not more than 5, which has always been the case for the prior Owners as well. Never has there been more than 4 tenants living on the Property. For extended periods of time during the September, 2018 – Present, there were only 2 or 3 tenants residing at the Property.

Transient Residents - We disagree that our tenants are or have ever been *transient* in nature based on the below analysis.

While the term "Transient" is not defined in the Code, the generally recognized legal definition that we find in Pennsylvania Landlord Tenant Law and other case law is "less than 30 days." Another definition for "transient occupant" is a person whose residency in real property intended for residential use has occurred for a brief length of time, is not pursuant to a lease, and whose occupancy was intended as transient in nature. Some persuasive factors include:

1. The person does not have an ownership interest, financial interest, or leasehold interest in the property entitling him or her to occupancy of the property;
2. The person does not have any property utility subscriptions;
3. The person cannot produce documentation, correspondence, or identification cards sent or issued by a government agency, including, but not limited to, the Department of Highway Safety and Motor Vehicles or the supervisor of elections, which show that the person used the property address as an address of record with the agency within the previous 12 months;
4. The person pays minimal or no rent for his or her stay at the property;
5. The person does not have a designated space of his or her own, such as a room, at the property;
6. The person has minimal, if any, personal belongings at the property and
7. The person has an apparent permanent residence elsewhere.

We note, we are very familiar with the case rulings and meanings of *Slice of Life v. Hamilton Township Hearing Board,* (hereinafter *Slice of Life*) decided April 26, 2019 and *Albert v. Zoning Hearing Bd. Of N. Abington Twp.* 854 A.2d at 410 (Pa. 2004) (hereinafter *Albert*). Our facts are significantly distinguished from *Slice of Life* and we function along the lines of how the *Albert* court viewed single family residential zoning districts..."designed to foster a sense of community and cultivate relationships among neighbors." The *Albert* court further stated "single housekeeping unit" must be "sufficiently stable and permanent so as to not be fairly characterized as purely transient." We agree with *Albert*, short-term rental properties negatively impact the character and stability of the neighborhood and we aim to provide stability and long term, positive growth.

As a corollary, "temporary" is defined as "occupancy or the right to occupancy of a lodging establishment for less than 30 days or on a day-to-day basis if for more than 30 days." As such, we have set our rental terms as a minimum of 1 month (30 days or more) with renewals on a month to month basis, if the circumstances dictate it.

We definitely state, we are not an AirBnB, short term rental, hotel, temporary housing, or the like as supported by the attached tenant affidavit, lease and historical timeline. We are a regular long term rental property requiring a minimum rental period of 1 month or more. No tenant is allowed to or has signed a lease for less than 30 days. Our tenants are sufficiently stable and permanent who are productive contributors to the Township. They do not meet any of the 7 factors listed above. Our tenants must pass specific background checks and sign leases for minimally one month rentals as required by landlord tenant law as evidenced by the leases hereto.

Rooming House - We disagree that our Property functions or has ever functioned as a Rooming House.

The Code defines this as a building where lodging accommodations for three to nine guests are furnished for compensation, regardless of whether meals are served. The code does not define this term further.

Our facts are distinguished from this definition. The tenants jointly share and rent the entire property. They do not rent individual rooms but ultimately choose a bedroom as decided by them and their fellow roommates. Other facts include:

- They are jointly responsible for cleaning and upkeep of the entire property.

- They share common areas like kitchen, baths, living room, backyard, basement and living areas.
- All 4 individuals are friends and roommates.
- While some furnishings are provided as they are renting a "furnished house," they can bring their own furnishings as well. Some have decided to do so as well as personal effects.

Group Home - We disagree that our Property functions or has ever functioned as a Group Home.

This is defined in the Code as "a residential facility used as living quarters by any number of unrelated persons requiring special care, and their attendant adult supervisors, specifically designed to create a residential setting for the mentally and physically handicapped (as a special exception).The individuals may be either transient or permanent residents."

We do not fall into any part of the Group Home definition as we do not provide any special accommodations, services, adult supervision or the like. As stated above and evidenced by the lease and affidavit, we are not renting living quarters rather we rent an entire property. No tenants in the Property require special care or adult supervision.

Conclusion

From the historical timeline and analysis above, you can hopefully see that the transitory nature that is being contended does not exist nor has the Property functioned as a rooming house, group home, hotel, temporary housing or the like. As a comparison, we are certainly distinguished from the facts of *Slice of Life v. Hamilton Township Hearing Board*. Further, there have never been residents, occupants or tenants in violation of the definition of "Family" under Code Section 360 (no more than five unrelated individuals living together as a single housekeeping unit).

Now that we, New Owners, have purchased the property outright, it is our continued intention to function as a normal rental property adhering to R-2 zoning requirements with non-transient, long term renters. Every tenant since September, 2018 and especially all current tenants have lived and will continue to live in the Property on a long term basis and are not transient in nature.

Based on the above facts and description of the property and its residents, the Property does not function in any way as a non-permitted use purpose requiring re-zoning nor not in compliance with the code. As such, there is no further action that we should or could take that we are aware of. We kindly request a hearing to expeditiously and amicably resolve the matter. Alternatively, given the COVID restrictions, if the Zoning Hearing Board accepts the application and submission of facts on their face as accurate, we ask that the Municipality update their records accordingly and discontinue sending the Notice of Zoning Violation letters based on incorrect facts.

Very truly yours,

Steven Wittenberg *Ryan Ward*

Steven Wittenberg, Esq. and Ryan Ward
Co-Owners

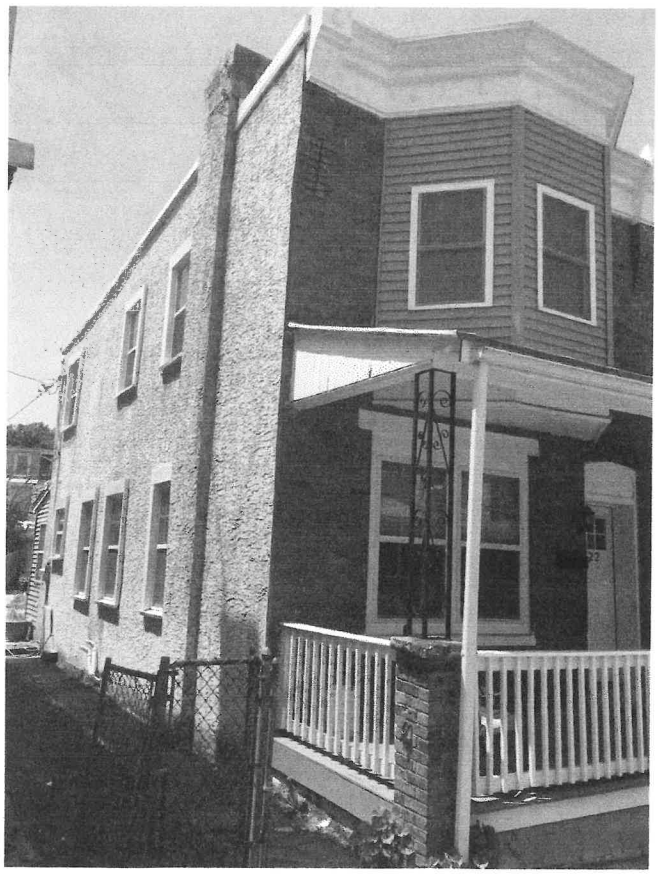
Cc: Michael Adler, Esq.
CC: Patrick Kitchens, Esq., Kilkenny Law
CC: Ayman Shehata, Zoning Enforcement Inspector

122 WAYNE PICTURES

BACK VIEW

FRONT VIEW

SIDE VIEW



Municipality of Norristown

Municipal Council

Derrick Perry, President
Rebecca Smith, Vice President
Sonya Sanders, District 1
Heather Lewis, District 2
Valerie Scott Cooper, District 3
Nubia Jones, District 4
Thomas Lepore, At Large

Crandall O. Jones
Municipal Administrator

March 18, 2020

Edward and Genevieve Ward
2312 Keystone Drive
Hatfield, PA 19440

Road Less Traveled, LLC
2312 Keystone Drive
Hatfield, PA 19440

NOTICE OF ZONING VIOLATION

PROPERTY ADDRESS: 122 Wayne Avenue
Norristown, PA 19401
PARCEL # 130038376005

Dear Mr. and Mrs. Ward and Road Less Traveled, LLC:

I am contacting you as the record Owner of 122 Wayne Avenue, Norristown that is located in the R-2 Zoning District (hereafter the Property"). This Notice Letter is to advise you that the use of said Property is in violation of the Zoning Ordinance of Municipality of Norristown in the following respects:

1. Operation of a non-residential, commercial business at the Property by means of a rental operation/ business to transient individuals or occupant akin to a hotel, rooming house, or tourist home and the like, which is in violation of Chapter 320 (Zoning), Article V (R-2 Residence District), Section 320-41(Use Regulations) and Chapter 320 (Zoning), Article V (R-2 Residence District), Section 320-11 (definitions) including definitions relating to "dwelling" and "family;" and/or

2. Operation of a non-residential, commercial business at the Property by means of a rental operation/ business to transient individuals or occupants akin to a hotel, rooming house, or tourist home and the like without obtaining a zoning permit which is in violation of Chapter 320 (Zoning), Article XXIX (Administration), Section 320-343(Permits).

235 East Airy Street, Norristown, PA 19401-5003
610-272-8080 Fax: 610-275-0687
www.norristown.org

ORDER:

You are hereby ordered to commence action to bring the Property into compliance with the foregoing provisions of the Zoning Ordinance immediately and be advised that the Property must be in compliance no later than thirty (30) days from the date of this letter.

You have the right to appeal this Notice of Zoning Violation to the Municipality of Norristown Zoning Hearing Board within thirty (30) days of the date of this Notice. In order to be considered, such appeal must be filed with the Municipality's Planning and Municipal Development Department located at Municipal Hall, 235 E Airy Street, Second Floor, Norristown, PA 19401 on the appeal form, a copy of which is enclosed or which can be obtained from the Planning and Municipal Development Department during normal business hours, Monday through Friday or online at:
http://www.norristown.org/DocumentCenter/View/1442/Zoning-Hearing-Board-Application.

IN THE EVENT THAT NO APPEAL IS TAKEN TO THE ZONING HEARING BOARD, THIS NOTICE WILL BE CONCLUSIVE OF THE VIOLATION AND NO DEFENSE WILL BE AVAILABLE TO YOU IN FURTHER ENFORCEMENT PROCEEDINGS. FAILURE TO COMPLY WITH THE REQUIREMENT OF THIS NOTICE WITHIN THE TIME SPECIFIED ABOVE, UNLESS EXTENDED BY APPEAL TO THE ZONING HEARING BOARD, CONSTITUTES A VIOLATION AND MAY RESULT IN COMMNCEMENT OF AN ENFORCEMENT ACTION BEFORE THE DISTRICT JUSTICE IN WHICH YOU MAY BE SUBJECT TO A CIVIL JUDGEMENT IN THE AMOUNT OF UP TO FIVE HUNDRED ($500) DOLLARS FOR EACH DAY THE VIOLATION CONTINUES, COURT COSTS AND ATTORNEY'S FEES INCURRED BY THE MUNICIPALITY IN THE PROSECUTION OF THE ENFORCEMENT PROCEEDINGS.

Sincerely,

Ayman Shehata

Ayman Shehata
Zoning Enforcement Inspector
Municipality of Norristown

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, *Proceeds From Real Estate Transactions*. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller or to the Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Genevieve Ward

2. Address or legal description (including city, state, and ZIP code) of residence being sold or exchanged:

122 Wayne Avenue, Norristown, PA 19401
Montgomery County, Pennsylvania, Norristown Borough

3. Taxpayer Identification Number/Social Security Number (TIN/SSN) X 093-38-1252

Part II. Seller Assurances

Check "true" or "false" for assurances (1) through (5), and "true", "false", or "not applicable" for assurance (6).

True	False	
☐	☒	(1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐	(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.
☐	☐	(3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.
☐	☐	(4) At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. **OR** I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. **OR** I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the principal residence.
☐	☐	(5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied

True	False	N/A	
☐	☐	☐	(6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

X Genevieve Ward — Signature of Seller

6/1, 20 20 — Date

*** This certification must be retained by the closing agent for 4 years after the year of the sale or exchange. ***

Seller's Forwarding Address: _____

Settlement date: 5/29/20

Sales Price: $165,000.00 Portion attributable to this Seller: _____%

File Number: FPA-1122-FNTCT

Seller Names: Edward Ward and Genevieve Ward

Total Tax Paid by Buyer to Seller: Cty/Twsp $ 708.94 School $ 168.18

Fidelity National Title
Insurance Company

PURCHASER'S AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF MONTGOMERY : SS No. **FPA-1122-FNTCT**

ON THE ~~29th~~ 1st DAY ~~day of~~ ~~May~~ JUNE, A.D. **2020**, before me, the Subscriber, a Notary Public for the State of **Pennsylvania**, duly commissioned, personally appeared the undersigned, who, being duly sworn according to law, did depose and say:

That **Steven B. Wittenberg and Ryan T. Ward** are the purchasers of the premises situated:

at 122 Wayne Avenue, Norristown Borough, Montgomery County, Pennsylvania

That it is the intention of said purchasers to take title as (state the estate or interest):

That the said premises are to be owned in the following fractional interests, if any:

That the newly-erected building/s, if any, on said premises is/were completed on or about (if none, so state):

None

That said purchasers (if individual/s) are of full legal age and sound mind.

That said purchasers have not entered into any unrecorded leases or agreements affecting said premises.

That there are no judgments against said purchasers.

That no part of the funds used for the purchase of said premises has been borrowed except

Purchase Money Loan from FirsTrust Bank

That said purchasers are not involved in any pending divorce action with spouses in any jurisdiction.

That there are no Overdue Support Obligations of record with the Domestic Relations Section of any Court through the date of recording the instrument(s) to be insured.

THAT **Steven B. Wittenberg and Ryan T. Ward** **ARE ALIVE AT THE TIME OF CLOSING AND THE POWERS OF ATTORNEY HAVE NOT BEEN REVOKED OR AMENDED.**

That this affidavit is made for the purpose of enabling Fidelity National Title Insurance Company to remove certain objections from the Interim Binder issued under the above cited number, and affiants aver the foregoing statements are true and correct to the best of their knowledge and belief.

SUBSCRIBED AND SWORN to before me, the day and year aforesaid.

Notary Public

My commission expires _____

Steven B. Wittenberg, Agent (Affiant)

Ryan T. Ward, Agent (Affiant)

☐ **Property address will be the mailing address**

☒ **Mailing Address is:**

1831 ADDISON STREET

PHILA PA 19146

Commonwealth of Pennsylvania – Notary Seal
Dennis Kinney, Notary Public
Bucks County
My Commission Expires June 02, 2020
Commission Number 1227865

General Affidavit

Commonwealth of Pennsylvania
Municipality of Norristown
Property Address: 122 Wayne Avenue, Norristown, PA 19401

To Whom it May Concern,

I/we attest to the following facts and information:

I/we reside at 122 Wayne Avenue, Norristown, PA 19401 ("Property") and lease the Property from Road Less Traveled, LLC ("RLT") as follows:

- Matteo Martinez and Alex Weizenkorn executed leases and moved in on November 16, 2019
- Stephan Sutkowski and Brandon Konzelman moved in on February 29 2020/March 1, 2020

I/we consider ourselves roommates and jointly share common spaces, living spaces, kitchen, basement, parking, and bathrooms. We have the ability to bring our own furnishings and personal belongings to the Property. We have the ability to expand utilities should we require and receive personal mail to the Property. I/we do not maintain any other permanent residences other than the Property.

I/we do not consider ourselves "transient" individuals and have the intention to continually maintain my lease terms indefinitely but continue to desire to maintain a month to month relationship with RLT.

I/we do not view this property as a "temporary rental" "short term rental" "group home" "hotel" or "rooming house" "AirBnB" or other terms that are synonymous to these temporary housing characterizations.

During the period of my residency, there have been no other residents, occupants or tenants other than the four (4) individuals listed herein.

I/we declare that the information herein is true, correct and complete.

Executed this **28th day of May, 2020.**

Matteo Martinez

Alex Weizenkorn

Stephan Sutkowski

Brandon Konzelman

Lease Agreement

1. Parties:
This Lease Agreement ("Agreement") is made on June 1, 2020 between **Steven Wittenberg and Ryan Ward** ("Owners") and **The Road Less Traveled, LLC** ("Manager") and **Matteo Martinez, Alex Weitzenkorn, Stephan Sutkowski** and **Brandon Konzelman** ("Occupant"). The Owners and Manager are the lawful lessee of the Occupied Property, defined in paragraph 2 below and shall serve as the representative and agent for the property owner, herein called "Owners ."

2. Occupied Property:
The Occupied Property is commonly known as **122 Wayne Avenue, Norristown, PA 19401**, herein called "Property".

3. Occupancy Term:
The occupancy term of this Agreement (the "Term") shall be for a period of minimally one (1) month, commencing on 8 pm **June 1, 2020** and continuing until 8 pm on **June 30, 2020** unless such Term shall sooner terminate, as hereinafter provided. This Agreement, including all covenants and conditions herein, shall renew and continue for a month to month term thereafter until terminated by either Owners, Manager or Occupant upon like notice. Owners and/or Manager may terminate Agreement by providing twenty-four (24) hours notice to Occupant.

If Occupant moves out Property, they have up to 30 days to pick up any personal items left on or at property. Any items not removed shall be donated.

4. Rent:
Occupant agrees to pay a total of **Two Thousand Three Hundred Twenty ($2,320.00)** per month rent payable upfront **unless alternate payment schedules are determined in writing between Manager and Occupant.** Failure to timely pay rent in full is a breach of this agreement and grounds for immediate discharge. If Occupant is not going to be able to pay the full amount of the rent by this time, Occupant must communicate this to the house manager **24 hours** in advance so they can notify the Manager and Owners. Occupant's failure to pay rent when due, or to perform any of its obligations hereunder, or to comply with the Rules and Regulations, shall constitute a default which results in immediate removal from property.

Legal action may be taken to collect any unpaid balance. Once rent is collected, all transactions are final. Manager shall record all payment in the Manager's accounting books and physical receipts shall be provided to Occupant for their own record keeping.

Rent will be paid with cash, Venmo, Paypal, personal check made out to "The Road Less Traveled, LLC" or money order and submitted to the Manager, **Jan Wittenberg**, or representatives assigned by **The Road Less Traveled, LLC**. Payment can also be made at any **Wells Fargo Bank location to account number 6927621042**. Occupant must retain a receipt of the deposit.

All utilities including electric, gas, water as well as basic cable, internet, trash removal, sewage fees, sewer maintenance lawn/shrubbery care, pest/rodent control, snow/ice removal are included in the rent. There shall be no food provided to Occupant.

No security deposit is required for the Agreement.

If the Manager or Owners must institute legal proceedings against Occupant for a violation of this Agreement, Occupant is responsible for all legal charges, court costs, and other relevant costs permitted by law, including those of Manager or Owners.

5. Assignment and Subletting:
Manager may transfer this Agreement to another Manager or Owners. Occupant agrees that this Agreement remains the same with the new Manager or Owners. Occupant may not transfer this Agreement to another person or lease or sublease the Property or any part of the Property without Manager's written permission.

Lease Agreement

6. Rules, Regulations and Drug and Alcohol Policy
Rules and Regulations for use of the Property and common areas are attached. _X_ YES ___ NO
The Drug and Alcohol Policy for Occupant is attached. _X_ YES __ NO

Any violation of the Rules and Regulations or Drug and Alcohol Policy is a breach of this Agreement which can result in my discharge from the Property. Manager or Owner may change the Rules and Regulations or Drug and Alcohol Policy if the change benefits the Occupant or improves the health, safety, or welfare of others. Manager or Owner agrees to provide all changes to Occupant in writing. Occupant is responsible for Occupant's family and guests obeying the Rules and Regulations and all laws.

Occupant waives his right to legal action as a result of discharge due to rule infraction. Occupant agrees that if discharged due to drug or alcohol relapse, housing has the right take me to the hospital or rehabilitation center. If discharged due to behavioral issues housing has the right to bring Occupant to a shelter if no other housing accommodations are available.

7. Insurance:
Occupant understands that Manager's and Owners' insurance **does not cover Occupant**, Occupant's property, or guests. It is advised that Occupant procure fire and liability insurance to protect Occupant, Occupant's property and guests who are injured while on the Property. Occupant is advised to obtain property and liability insurance to protect Occupant, Occupant's property and Occupant's guests who may be injured while on the Property.

Landlord is not legally responsible for any injury or damage that occurs on the Property and Occupant agrees to pay any loss or claim, including attorney's fees, that result from Landlord's carelessness. Occupant is responsible for any loss to Landlord that Occupant, Occupant's family or guest's cause.

8. Smoke Detectors and Fire Protection Systems
Manager has installed smoke detectors in the Property. Occupant will maintain and regularly test smoke detectors to be sure they are in working order, and will replace smoke detector batteries as needed. Occupant will immediately notify Landlord or Landlord's agent of any broken or malfunctioning smoke detectors. Failure to properly maintain smoke detectors, replace smoke detector batteries or notify Manager or Manager's agents of any broken or malfunctioning smoke detectors is a breach of this Agreement. Manager may provide additional fire protection systems for the benefit of Occupant. Occupant will pay for damage to the Property if Occupant fails to maintain smokes detectors or other fire protection systems.

9. Lead Hazards and Information Regarding Mold and Indoor Air Quality:
This Agreement does not fall under the Residential Lead-Based Paint Hazard Reduction Act as it is for a term under 100 days but the following information is provided as a courtesy to Occupant and for notice. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Occupant may request a copy of the EPA pamphlet titled "Protect Your Family from Lead in Your Home." Note, the Manager and Owner do not know of any lead-based paint or lead-based paint hazards on the Property. Further, Manager and Owner have no reports or records about lead-based paint or lead-based paint hazards at the Property

Also for Occupant's information, indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen, and viruses) have been associated with allergic response including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been made that exposure to mold contamination and bioaerosols has led to serious infection, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of any indoor contamination. Because individuals may be affected differently, or not affected at all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified professional to undertake an assessment and/or sampling.

Assessments and samplings for the presence of mold contamination can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318. Occupants should immediately notify Landlord if there is any condition in the Property that may lead to the growth of mold of it the Occupant believes that mold growth is present in the Property.

10. Access to Property and Inspection:
Manager, Owner or their agents shall have the right to enter the Premises at any reasonable time and upon any reasonable notice for the purposes of inspecting the Premises, showing the Premises to prospective occupants, residents or purchasers, or for the purpose of making necessary repairs. When possible, Manager, Owner will give Occupant 24 hours notice of the date, time and reason for the visit. In the event of an emergency, Landlord or representatives of the Manager, Owner or their agents shall be permitted to enter the Premises without notice for any purpose reasonably connected with an emergency. If Occupant is not present, Manager, Owners or their agents will tell Occupant who was there and why within 24 hours of the visit. Owners may put up For Sale or For Rent signs on or near Property.

11. Indemnification:
Manager and Owners shall not be liable for any damage or injury occurring on or about the Premises to Occupant, her family members, guests, invitees, or to any personal property whatsoever that may be on the Property, except in the case of their failure to perform, or negligent performance or, a duty imposed by law. Occupant hereby agrees to protect, indemnify and hold Manager and Owners harmless from and against any and all loss costs, expense, damage or liability arising out of any accident or occurrence on the Premises or any part thereof, or in any common area, causing injury to any person, or property whomsoever, or whatsoever no matter how caused, except in the case of Manager's or Owners' failure to perform, or negligent performance of, a duty imposed by law.

12. Waiver of Notice
Occupant hereby waives any right to notice to quit which may now or at any time during the term of this Agreement be required by Pennsylvania law, including the landlord and Tenant act of 1951, as amended. Occupant hereby agrees to give up possession of the Property without further notice from the Manager or Owners. This Agreement includes a waiver of the Occupant's right to notice to quit. Notice to quit is a formal written notice delivered to Occupant or posted on the Property that states that Occupant has violated a term of this Agreement. The waiver of the notice to quit means that Manager has the right to begin a legal action against Occupant without first giving notice to quit. The waiver of notice to quit does NOT mean that a court can enter a judgment against Occupant without providing Occupant an opportunity to present defenses or claims in court.

13. Waiver:
Manager's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Manager's right to the full amount thereof.

14. Notices:

To Owners:
The Road Less Traveled, LLC
1831 Addison Street
Philadelphia, PA 19146

To Occupant:
122 Wayne Avenue
Norristown, PA 19401

15. Severability:
In the event that any part of this Agreement shall be invalid, the remainder thereof shall remain in full force and effect.

Lease Agreement

16. Captions
The headings in this Agreement are meant only to make it easier to find the paragraphs.

17. Entire Agreement:
This Agreement is the entire agreement between Manager and Occupant. Manager makes no further promises or warranties prior to commencement of the Occupancy Term. No spoken or written agreements made before are a part of this Agreement unless they are included in this Agreement in writing. No waivers or modifications of this Agreement during the Term of this Agreement are valid unless in writing signed by both Manager and Occupant.

By signing below, Manager and Occupant acknowledge that they have read and understand the Agreement, Rules and Regulations and Policies provided to Occupant.

Signed and executed this 1st day of June, 2020

Occupants:

Matteo Martinez

Alex Weizenkorn

Stephan Sutkowski

Brandon Konzelman

House Manager / Owners: Steven Wittenberg
Steven Wittenberg, Ryan Ward or Jan Wittenberg
The Road Less Traveled, LLC

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, *Proceeds From Real Estate Transactions*. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller or to the Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: Genevieve Ward

2. Address or legal description (including city, state, and ZIP code) of residence being sold or exchanged:

122 Wayne Avenue, Norristown, PA 19401
Montgomery County, Pennsylvania, Norristown Borough

3. Taxpayer Identification Number/Social Security Number (TIN/SSN) X 093-38-1252

Part II. Seller Assurances

Check "true" or "false" for assurances (1) through (5), and "true", "false", or "not applicable" for assurance (6).

True	False	
☐	☒	(1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
☐	☐	(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.
☐	☐	(3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.
☐	☐	(4) At least one of the following three statements applies: The sale or exchange is of the entire residence for $250,000 or less. OR I am married, the sale or exchange is of the entire residence for $500,000 or less, and the gain on the sale or exchange of the entire residence is $250,000 or less. OR I am married, the sale or exchange is of the entire residence for $500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the principal residence.
☐	☐	(5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied

True	False	N/A	
☐	☐	☐	(6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

X Genevieve Ward — Signature of Seller

6/1, 20 20 — Date

*** This certification must be retained by the closing agent for 4 years after the year of the sale or exchange. ***

Seller's Forwarding Address: _____

Settlement date: 5/29/20

Sales Price: $165,000.00 Portion attributable to this Seller: _____%

File Number: FPA-1122-FNTCT

Seller Names: Edward Ward and Genevieve Ward

Total Tax Paid by Buyer to Seller: Cty/Twsp $ 708.94 School $ 168.18

Lease Agreement

1. Parties:
This Lease Agreement ("Agreement") is made on June 1, 2020 between **Steven Wittenberg and Ryan Ward** ("Owners") and **The Road Less Traveled, LLC** ("Manager") and **Matteo Martinez, Alex Weitzenkorn, Stephan Sutkowski** and **Brandon Konzelman** ("Occupant"). The Owners and Manager are the lawful lessee of the Occupied Property, defined in paragraph 2 below and shall serve as the representative and agent for the property owner, herein called "Owners ."

2. Occupied Property:
The Occupied Property is commonly known as **122 Wayne Avenue, Norristown, PA 19401**, herein called "Property".

3. Occupancy Term:
The occupancy term of this Agreement (the "Term") shall be for a period of minimally one (1) month, commencing on 8 pm **June 1, 2020** and continuing until 8 pm on **June 30, 2020** unless such Term shall sooner terminate, as hereinafter provided. This Agreement, including all covenants and conditions herein, shall renew and continue for a month to month term thereafter until terminated by either Owners, Manager or Occupant upon like notice. Owners and/or Manager may terminate Agreement by providing twenty-four (24) hours notice to Occupant.

If Occupant moves out Property, they have up to 30 days to pick up any personal items left on or at property. Any items not removed shall be donated.

4. Rent:
Occupant agrees to pay a total of **Two Thousand Three Hundred Twenty ($2,320.00)** per month rent payable upfront **unless alternate payment schedules are determined in writing between Manager and Occupant.** Failure to timely pay rent in full is a breach of this agreement and grounds for immediate discharge. If Occupant is not going to be able to pay the full amount of the rent by this time, Occupant must communicate this to the house manager **24 hours** in advance so they can notify the Manager and Owners. Occupant's failure to pay rent when due, or to perform any of its obligations hereunder, or to comply with the Rules and Regulations, shall constitute a default which results in immediate removal from property.

Legal action may be taken to collect any unpaid balance. Once rent is collected, all transactions are final. Manager shall record all payment in the Manager's accounting books and physical receipts shall be provided to Occupant for their own record keeping.

Rent will be paid with cash, Venmo, Paypal, personal check made out to "The Road Less Traveled, LLC" or money order and submitted to the Manager, **Jan Wittenberg**, or representatives assigned by **The Road Less Traveled, LLC**. Payment can also be made at any **Wells Fargo Bank location to account number 6927621042**. Occupant must retain a receipt of the deposit.

All utilities including electric, gas, water as well as basic cable, internet, trash removal, sewage fees, sewer maintenance lawn/shrubbery care, pest/rodent control, snow/ice removal are included in the rent. There shall be no food provided to Occupant.

No security deposit is required for the Agreement.

If the Manager or Owners must institute legal proceedings against Occupant for a violation of this Agreement, Occupant is responsible for all legal charges, court costs, and other relevant costs permitted by law, including those of Manager or Owners.

5. Assignment and Subletting:
Manager may transfer this Agreement to another Manager or Owners. Occupant agrees that this Agreement remains the same with the new Manager or Owners. Occupant may not transfer this Agreement to another person or lease or sublease the Property or any part of the Property without Manager's written permission.

6. Rules, Regulations and Drug and Alcohol Policy
Rules and Regulations for use of the Property and common areas are attached. _X_ YES ___ NO
The Drug and Alcohol Policy for Occupant is attached. _X_ YES __ NO

Any violation of the Rules and Regulations or Drug and Alcohol Policy is a breach of this Agreement which can result in my discharge from the Property. Manager or Owner may change the Rules and Regulations or Drug and Alcohol Policy if the change benefits the Occupant or improves the health, safety, or welfare of others. Manager or Owner agrees to provide all changes to Occupant in writing. Occupant is responsible for Occupant's family and guests obeying the Rules and Regulations and all laws.

Occupant waives his right to legal action as a result of discharge due to rule infraction. Occupant agrees that if discharged due to drug or alcohol relapse, housing has the right take me to the hospital or rehabilitation center. If discharged due to behavioral issues housing has the right to bring Occupant to a shelter if no other housing accommodations are available.

7. Insurance:
Occupant understands that Manager's and Owners' insurance **does not cover Occupant**, Occupant's property, or guests. It is advised that Occupant procure fire and liability insurance to protect Occupant, Occupant's property and guests who are injured while on the Property. Occupant is advised to obtain property and liability insurance to protect Occupant, Occupant's property and Occupant's guests who may be injured while on the Property.

Landlord is not legally responsible for any injury or damage that occurs on the Property and Occupant agrees to pay any loss or claim, including attorney's fees, that result from Landlord's carelessness. Occupant is responsible for any loss to Landlord that Occupant, Occupant's family or guest's cause.

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To Occupant:
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Norristown, PA 19401

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By signing below, Manager and Occupant acknowledge that they have read and understand the Agreement, Rules and Regulations and Policies provided to Occupant.

Signed and executed this 1st day of June, 2020

Occupants:

Mattao Martinez

Alex Welzenkorn

Stephan Sutkowski

Brandon Konzelman

House Manager / Owners: _____
Steven Wittenberg, Ryan Ward or Jan Wittenberg
The Road Less Traveled, LLC

Municipality of Norristown

DEPARTMENT OF PLANNING AND MUNICIPAL DEVELOPMENT

PAYMENT FORM

Finance

PAID
JUN 23 2020
Municipality of Norristown

DATE: 6/22/2020

PAYEE: The Road Less Traveled, LLC

AMOUNT: $575

Check # 1003 **Cash** _____ **Credit** _____

PROPERTY ADDRESS/PROJECT: 122 Wayne Avenue

Check Applicable Purpose	Fund	Account
____ Use Registration Application	01	361.308.600
✓ ZHB Application	01	361.308.600
____ Subdivision/Land Development Application Fee	01	361.308.700
____ Subdivision/Land Development Escrow Fee	17	210-101100
____ Subdivision/Land Development – Letter of Credit	See Jayne	
____ Zoning Ordinance/SALDO	01	361.308.800
____ Bid Specs	01	361.308.800
____ Annual Sign Assessment	01	321.305.700
____ Refund (attach relevant documentation)	361 - 308600	

NOTES: ZHB Application - Per Kilkenny a Use Registration is waived.

Received By:

Planning Department Staff

PAID
JUN 23 2020
Municipality of Norristown

Finance Department Staff

Date Received (date stamp)

Updated 02/20/2020

Printed: 06/23/2020 09:05:18 EDT

TRANSACTION SUMMARY **TRANSACTION TYPE: SALE**

PAYMENT ITEM	REFERENCE NUMBER	AMOUNT
Zoning Hearing Fees / 01-361-308600 MAIL	ZHB Application 122 Wayne Ave	$575.00
	Total:	**$575.00**

Transaction Number:	20175325830070233
Date Processed:	06/23/2020 09:04:57 EDT
Transaction Type:	PAPER CHECK
Check Number:	1003
Cardholder Name:	The Road Less Traveled, LLC

General Fund - Municipality of Norristown PA
235 E Airy Street
Norristown, PA 19401
610 272-8080

Zoning Hearing Fees / 01-361-308600 MAIL	$575.00
Total:	**$575.00**

I agree to pay above total amount according to the card issuer agreement & understand this convenience fee will be charged to allow my payment via credit card.

Signature: _____

Printed Name: _____

Phone: _____

PAID
JUN 23 2020
Municipality of Norristown