

**MILTON OAKRIDGE ASSOCIATES  
LEASE INDEX**

1. PREMISES AND TERMS
2. RENT
3. NUMBER OF OCCUPANTS
4. MOVE-IN INSPECTION
5. USE
6. EXPIRATION OF LEASE; MONTHLY TENANCY
7. UTILITIES AND SERVICES
8. ATTORNEYS' FEES AND ADDITIONAL RENT
9. ASSIGNMENT BY TENANT; SALE OF HOME
10. RIGHTS TO TERMINATE LEASE UPON DEATH OF SPOUSE
11. OWNERSHIP OF MOBILE HOME
12. SALE OF HOME
13. CHARACTER, QUALITY AND APPEARANCE OF HOME
14. IMPROVEMENTS TO REALTY
15. MAINTENANCE OF THE LEASED SPACE
16. LANDLORD'S RIGHT OF ENTRY
17. SIGNS
18. INSURANCE
19. DAMAGES
20. INDEMNIFICATION OF LANDLORD
21. QUIET ENJOYMENT
22. RULES AND REGULATIONS
23. TRAFFIC REGULATIONS
24. REMEDIES OF THE LANDLORD
25. LANDLORD'S RESERVATION OF RIGHTS
26. NO WAIVER
27. RIGHT OF RE-ENTRY
28. TERMINATION
29. REMOVAL AND STORAGE OF HOME
30. MODIFICATION OF LEASE
31. SUBORDINATION OF LEASE AND POWER OF ATTORNEY
32. APPLICATION AS PART OF LEASE
33. FEDERAL CRIME INSURANCE
34. NO ORAL REPRESENTATION
35. SEVERABILITY
36. ADDITIONAL DOCUMENTS

**THIS LEASE AGREEMENT**

Dated:

BETWEEN MILTON OAKRIDGE ASSOCIATES, referred to as "Landlord", and

\_\_\_\_\_

referred to as "Tenant". The parties have entered into this lease upon the following terms and

Conditions:

LANDLORD: MILTON OAKRIDGE ASSOCIATES

TENANT:

ADDRESS: \_\_\_\_\_ Drive, Oak Ridge NJ 07438

TERM OF LEASE: 1 year

EXECUTION DATE:

EFFECTIVE DATE:

MONTHLY RENT: \$575

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RENT IS PAYABLE ON THE FIRST DAY OF EACH MONTH

1. PREMISES AND TERM: The Landlord has leased to Tenant and Tenant has agreed to lease from Landlord, a space (lot) known as \_\_\_\_\_ Drive, in Oakridge Mobile Home Park (the "Park"), in the Township of Jefferson, County of Morris and State of New Jersey. This Lease is a One (1) Year Lease. The space is leased for occupancy strictly for single-family residential use and for parking no more than two customary passenger vehicles.

2. RENT: The tenant agrees to pay the Landlord as rent, for the term of this lease, the sum of (\$575) five hundred seventy five dollars per month. Six thousand nine hundred dollars (\$6900) for the entire year. Rent is due at the office of the Landlord on the first day of each month. If the term of this lease begins in the middle of the month, the first month will be prorated and paid on such beginning date. Tenant may be liable for a late charge in the sum of 5% for any rent payment received more than five (5) days late. The Tenant shall be responsible for an additional \$50.00 whenever a payment check is returned unpaid for any reason by a bank. These charges shall not be a penalty, but shall be for accounting and processing fees for late payments and/or bounced checks and shall be considered additional rent.

3. OCCUPANCY (Housing for Older Persons): Only those occupants identified below may live in the home. Any additional resident must be approved by the management before moving in. The management reserves the right to reject any additional occupants. No mobile home may be rented or subleased to others for occupancy in the Park. Occupancy of the home is also limited by any appropriate Federal, State or Local square footage occupancy restriction. The mobile home shall be occupied and used solely (1) by an individual 55 years of age or over; (2) by immediate family members (spouse or children) when at least one person is 55 years of age or over, and all others are at least 40 years old; or (3) by couples at least one of whom is 55 years of age or over;

provided, however, his or her partner must be at least age 40.

RECORD OF OCCUPANTS:

| <u>NAME</u> | <u>DATE OF BIRTH</u> | <u>RELATIONSHIP TO OWNER</u> |
|-------------|----------------------|------------------------------|
|-------------|----------------------|------------------------------|

4. MOVE-IN INSPECTION: The Tenant, by signing this agreement, acknowledges that he has inspected the space to be rented prior to moving into his mobile home, and has notified the Landlord of any defects found in that inspection.

5. USE: Tenants agreement to maintain the residential character of the occupancy of leased space has influenced the landlord to grant this Lease. In the event a violation by the Tenant of the restriction against permitting the home to be occupied by parties other than as set forth in Tenant's application, or for any non-residential purpose, or of a violation of any condition of this Lease (all of which is hereby prohibited), shall constitute a breach of the Lease.

If the Tenant shall use or permit the leased space for any unlawful or illegal purposes, or shall commit any illegal or unlawful act at the leased space (all of which are prohibited), shall constitute a breach of the Lease.

6. EXPIRATION OF LEASE; MONTHLY TENANCY: Unless this Lease is specified to be a month to-month lease, beginning one (1) year after the start of the lease term, this Lease shall automatically convert to a month-to-month lease, upon same terms and conditions, unless modified, at which time the Lease will automatically renew each month, beginning on the first day of that month, unless Tenant terminates the Lease by giving the Landlord written notice of at least two (2) months in advance, unless the Landlord and Tenant agree to the contrary in writing, or unless Landlord terminates in accordance with the terms of this Lease and applicable law.

7. UTILITIES AND SERVICES: All utilities and services not set forth in this Lease, or the Rules or Regulations, as Landlord's obligations shall be the obligation of the Tenant. Tenant shall at all times promptly pay such charges when billed. Landlord shall not be responsible for damage caused to Tenant's property or Landlord's property if any failure to maintain any utility or other service results in either damage to Tenant's property or Landlord's property. Tenant shall be responsible for damage caused to Landlord's property because of Tenant's failure to maintain utility and other services or due to failure of any utility related equipment (such as gas or oil storage tanks). All utility lines and other facilities shall be installed underground and all such installations shall be subject to Landlord's approval. Landlord, without extra charge to Tenant (other than the rent, including any increase and/or surcharge permitted by any ordinance), shall provide

the following services and utilities:

- a. Water
- b. Maintenance of roads and common areas;
- c. Snow clearance of roads within the Park;
- d. Street lighting;
- e. Sewer/septic maintenance;
- f. Trimming of trees and disposal of dead branches;
- g. Provide designated area for disposal of leaves.
- h. Park

Tenant shall be responsible, at Tenant's own expense, for:

- a. Insect and rodent control on the leased space
- b. Tenant's own sidewalk and driveway maintenance
- c. Clearance of snow from driveway and sidewalk on Tenant's leased space
- d. Maintenance of Tenant's own leased space
- e. Anything else not referred to as the Landlord's responsibility

8. **ATTORNEYS FEES AND ADDITIONAL RENT:** If the Landlord does not receive the rent payment within five (5) days of the date the rent should be paid, Landlord has the right to go ahead with any legal proceeding available to Landlord, to collect the money or acquire possession of the rented property. If the Landlord proceeds with a Summary Dispossess action, Landlord shall have the right to payment of rent and "additional rent" as well as attorneys fees in the amount of \$75.00 for complaint preparation and \$150.00 for court appearance, plus court costs, which must be paid by the Tenant if the Tenant wants to have the Summary Dispossess action dismissed. In addition, in the event the Landlord proceeds with any formal action to collect any amount due and owing from the Tenant, the Tenant agrees to pay as reasonable attorney fees in connection with that action, a minimum of Three Hundred Fifty (\$350.00) Dollars, or twenty (20%) percent of the total amount found due and owing to the Landlord, whichever is greater, plus all actual costs expended by the Landlord in connection with that collection action.

9. **ASSIGNMENT BY TENANT:** Tenant shall not assign or sublet this Lease or any portion hereof. Upon sale by a Tenant of a home located on the leased space in accordance with Paragraph 12, Tenant shall be relieved of all rights and obligations under this Lease.

10. **RIGHTS TO TERMINATE LEASE UPON DEATH OF RESIDENT:**  
This Lease will terminate upon the death of the Tenant. Where there is more than one Tenant under this Lease, upon death of one Tenant, the surviving Tenant may terminate this Lease at any time on ninety (90) days written notice to the Landlord, subject to the provisions of Paragraph 27 of this Lease. However, the Tenant's obligation to pay rent pursuant to Paragraph 2 will survive termination of the Lease in accordance with this Paragraph, until the rented lot is cleared of all Tenant's property.

If the occupant is someone other than the Tenant, the Lease will not terminate upon the

death of the Tenant, but will instead terminate upon the death of the last of those occupants listed on the Lease or the last of those persons otherwise approved for occupancy by the Landlord who used the leased lot as their primary residence provided that at least one occupant remaining is at least 55 years old.

11. OWNERSHIP OF MOBILE HOME: The Tenant has represented to the Landlord that he is the owner of the home.

12. SALE OF THE HOME/RESALE STANDARDS: Tenant must comply with all requirements stated in the Resale Standards (Appendix A) prior to selling, or otherwise transferring ownership of, the Tenant's home when the home is intended to remain on the leased space after such sale or transfer of ownership. Execution of this Lease is also an acknowledgment of receipt of the Resale Standards.

13. IMPROVEMENTS TO REALTY: No additions, alterations or improvements (including landscaping) shall be made, installed on or attached to the leased space or home without the consent of the Landlord and all necessary municipal approvals. The Tenant agrees that any improvements made to the leased space during the term shall be and remain the property of the Landlord. All fixtures, trees and shrubs placed upon the leased space shall become the Landlord's property. They shall remain on the property and surrendered to the Landlord as part of the premises when the tenant leaves or abandons the premises.

14. MAINTENANCE OF THE LEASED SPACE: Tenant agrees to maintain the leased space and all improvements, including the home, in good condition and repair at all times. Tenant agrees to properly care for and water the lawn, shrubbery, trees and other plantings and grounds in the leased area. The Tenant agrees to be responsible for proper maintenance of water lines and waste line pipes above the ground, and shall not tamper with the electrical lines and pedestals. Tenant shall be responsible for any repairs and expenses resulting from the stoppage of waste line pipes on leased space or overflow of waste and water lines. Upon the tenant's failure to make any necessary repairs or maintenance and upon forty-eight (48) hours' notice, the Landlord has the right to make any necessary repairs and maintenance at Tenant's expense, and any expense incurred by the Landlord shall immediately become due and payable by Tenant as additional rent.

15. LANDLORD'S RIGHT OF ENTRY: For the protection of all residents of the Park, the Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the leased space or home during reasonable hours for the purpose of repairs, maintenance and inspection. However, this clause shall not be construed to create an obligation on the part of the Landlord to make inspection or repairs. Whenever reasonably possible, Landlord shall give advance notice of his intention to enter the leased space for repairs, maintenance or inspection.

16. SIGNS: The Tenant agrees not to erect or display, either on the leased space or on the home, any sign, except for identification, tenant's name and address and seasonal decorations, all as approved by the Landlord in writing. One "For Sale" sign, no larger

than 12 inches by 18 inches shall be permitted in accordance with State Law.

17. **INSURANCE:** Tenant shall maintain homeowners insurance, including comprehensive personal liability insurance, with a minimum limit of \$300,000.00. Such insurance shall include coverage for loss due to fire or other casualty, including theft and vandalism. Tenant acknowledges Landlord has no responsibility for Tenant's insurance. If applicable, Tenant shall secure insurance coverage to cover the cost of any hazardous waste spills from Tenant's fuel tank.

18. **DAMAGES:** If any damages are caused to any property or equipment in the Park by the Tenant by negligence, misuse or intent, or by that of his family, visitors, or any agent of the Tenant, the Tenant shall be responsible for these damages. The damages shall be measured by the restoration or replacement cost resulting from the act of the Tenant. These damages shall be considered additional rent due ten (10) days after the Landlord has supplied the Tenant with a written demand for payment. This demand must be accompanied by documents setting forth the cost or repair or replacement

19. **INDEMNIFICATION OF LANDLORD:** Tenant shall hold harmless and indemnify the Landlord from any and all claims, debts and liability for losses or damage to property or injuries to persons caused by the Tenant, Tenant's family, agents, employees, guests, licensees, or invitees, or resulting from the use and occupancy by the Tenant of the leased space or the common facilities. Landlord shall not be responsible for any damages caused by water, snow or ice coming through or being on the space rented by this Lease, any part of the Park or any part of the home.

20. **QUIET ENJOYMENT:** Landlord covenants that the Tenant, on paying said rent and performing all of the terms and conditions of this Lease, including abiding by the Park Rules and Regulations, shall have, hold and enjoy quiet and peaceable possession of the leased space for the term of the Lease.

21. **RULES AND REGULATIONS:** The Tenant agrees to comply with and conform to the Rules and Regulations governing the Park which have been adopted by the Landlord and are a part of this Lease. These Rules and Regulations are deemed necessary for the safety, care and cleanliness of the leased space and the home and for securing the general comfort and welfare of the other Tenants. The Rules and Regulations may be amended from time to time by the Landlord. Thirty (30) days written notice shall be given by Landlord to Tenant prior to the implementation of such amendments. The Landlord reserves the right to issue and post detailed rules and regulations governing the time and manner of operating all Park recreational and common facilities. They shall be a part of the Rules and Regulations, and therefore, of this Lease. Such Rules and Regulations may be amended by the issuing or posting of such amendments and will be strictly enforced.

22. **TRAFFIC REGULATIONS:** The Park is maintained as a private enterprise, and its streets are private, not public, thoroughfares. Landlord, at Landlord's discretion, in the interest of safety, traffic control and the well-being of the Park, may regulate and restrict traffic and put up necessary signs. Any non-compliance with such traffic regulation by

Tenant shall constitute a breach of this Lease. Campers, motorcycles, mopeds, motor homes, trailers, boats and trucks over one-half (1/2) ton are not permitted. Commercial vehicles are not permitted to be parked overnight.

23. REMEDIES OF THE LANDLORD: If the Landlord is required to resort to any judicial proceeding in order to regain possession of the leased space, on account of Tenant's default under this Lease, Tenant's default under the Rules or Regulations or termination of the leased period, Tenant shall pay to the Landlord all costs including reasonable attorney fees incurred by the Landlord to regain possession, as specified in Paragraph 8. After judgment of possession of the leased space, the Landlord may receive and collect any rent due, and the payment of the rent shall not waive or affect such notice, suit or judgment. Tenant further agrees to pay all reasonable costs, attorneys' fees and expenses made or incurred by the Landlord, as specified in Paragraph 8, including storage fees in enforcing the conditions and covenants contained in this agreement and in the Rules and Regulations of this Park. If the Landlord shall pay or be compelled to pay a sum of money as a result of the failure to the Tenant to perform one or more of the terms, covenants and conditions of this agreement, the sum paid by Landlord as well as interest, costs and damages shall be added to the rent next becoming due in a month following such payment, unless due sooner pursuant to the terms of this lease.

All monies due to the Landlord pursuant to the terms of this Lease shall be considered ADDITIONAL RENT and shall be payable by the Tenant as a condition of dismissal of any tenancy action brought based upon non-payment.

24. LANDLORD'S RESERVATION OF RIGHTS: Landlord reserves the right to locate and maintain, on and across the leased space, such utility line facilities as may be necessary or convenient to serve the Tenant and other Tenants in the Park, including common path, and to relocate, remove, maintain or repair such facilities as needed. Exercise by Landlord of such right shall not unreasonably interfere with Tenant's use of the leased space. Landlord also reserves the right to install and maintain traffic control signs, or other signs it deems necessary and to decide the location of such signs.

25. NO WAIVER OR REMEDIES: The failure of the Landlord to insist upon the strict performance of any of the terms of this Lease or to exercise any option in it shall not be construed as a waiver or relinquishment of its right.

26. RIGHT OF RE-ENTRY: If Tenant does not perform his duties imposed by the law or assumed by this Lease, the Landlord reserves the right to re-enter and take possession of the leased space upon obtaining a court order. If the Landlord does re-enter, or if the Tenant voluntarily abandons the rented property, the Landlord may collect the remainder of the rent due for the balance of the Lease term from the Tenant. The Landlord must try to re-rent the property immediately, and if he does so, he can only collect from the Tenant the actual lost rent, expenses and costs. The Landlord's repossession of the leased space shall not terminate the Tenant's responsibility for rent, except to the extent the space is re-rented.

27. TERMINATION: Upon termination of this Lease, for any reason whatsoever,

including but not limited to its expiration, Tenant shall be responsible for and shall pay for removal of his home and any outside improvements, which constitute the property of Tenant, such as the water and sewer pipes between the home and the water and/or sewer pipes, skirting, storage sheds, awnings, if any, and all other such property, and shall deliver possession of the leased space to Landlord. Tenant shall give Landlord sixty (60) days written notice of his intent on to vacate the Park. Upon receipt of said notice Landlord shall make such arrangements with Tenant to cooperate in the removal of the home and accessories from the Park. Landlord shall disconnect all utility services from the home, at the cost of the Tenant, which shall be payable prior to Tenant's departure from the Park. Tenant shall be responsible for any damage to the space caused by the removal of his home and related property. The removal of Tenant's home shall be at Tenant's own cost and expense, and further, Tenant shall deliver the leased area in the condition as received by Tenant, reasonable wear and tear excepted. If the Tenant fails to remove his home upon termination of this lease, Tenant shall remain liable to Landlord for rental at 125% of Tenant's immediately preceding monthly rent on a month-to-month basis, and Landlord shall be free to pursue his remedies at law and equity for damages and possession. Landlord shall also have the right, without further notice to Tenant, to remove and store Tenant's home at Tenant's cost and expense. Landlord shall have the right to sell or otherwise dispose of any personal property left on or about the premises by Tenant, without notice to the Tenant, in any manner deemed reasonable by the Landlord.

28. **SURVIVAL:** The remedies and requirements of this Lease shall survive any termination or other expiration of the term of the Lease, even in the presence of a judgment or agreement terminating the Lease, except to the extent that any such judgment or termination agreement specifically provides to the contrary.

29. **MODIFICATION OF LEASE:** No modification of this Lease or its terms and conditions, unless made in writing and signed by Landlord and Tenant, shall be valid or enforceable.

30. **SUBORDINATION OF LEASE AND POWER OF ATTORNEY:** The Tenant agrees that this Lease is automatically subject to any renewal of any mortgage or mortgages now on the premises or any new mortgage or mortgages. Tenant agrees, upon Landlord's request, to sign any paper or papers which the Landlord may deem necessary to accomplish subordination. In default of the Tenant's signing, the Landlord is authorized to sign such paper or papers in the name of the Tenant. This authorization shall be irrevocable.

31. **APPLICATION AS PART OF LEASE:** The Tenant has submitted an application for lease of space, and such application is made a part of this Lease. The Landlord has signed this Lease relying upon information set forth in the application, and the Tenant agrees that should it be found that the information in the application is not correct, the Landlord may terminate this Lease.

32. **FEDERAL CRIME INSURANCE:** Tenants may secure information regarding federal crime insurance from the Federal Crime Insurance Bureau, PO Box 41033, Washington



D.C. 20014. The telephone number is (800) 683-8780.

33. NO ORAL REPRESENTATION: The Tenant has read all of the foregoing terms and conditions and accompanying rules and regulations of his tenancy, and acknowledges that the foregoing contains each and every representation upon which he relies. Landlord shall not be bound by any oral representation.

34. SEVERABILITY: If any part of this agreement is declared illegal the remainder of the Lease will still be valid and the parties will abide by it.

35. ADDITIONAL DOCUMENTS: In addition to this Lease Agreement, the Tenant has been given the documents listed below. THIS DOCUMENT SHOULD NOT BE SIGNED BY THE TENANT UNTIL HE/SHE/THEY HAVE BEEN GIVEN A COPY OF THESE DOCUMENTS.

- a. A copy of this Lease with all blank spaces filled. If a blank space is not applicable have the Landlord draw a line through it and initial the margin;
- b. A copy of the Landlord's Registration Statement
- c. A copy of the Landlord's Rules and Regulations. They are a part of this Lease Agreement. The Tenant admits it is his duty to comply with them; and
- d. A copy of the Truth in Renting booklet.
- e. A copy of the Resale Standards (Appendix A).

This Lease shall be construed according to the Laws of New Jersey.

\_\_\_\_\_  
Thomas O'Rourke  
Owner  
Milton Oakridge Associates

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date