

**O.L.G. LAND INC., T/A HOLLY VILLAGE**

c/o Diversified Property Management, Inc.

28 S. New York Road - Suite B-6

Galloway, NJ 08205

Phone: 609-652-8793 Fax: 609-652-5040

www.dpm-nj.com

**LEASE AGREEMENT**

**Homeowner(s):** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Homesite Address:** \_\_\_\_\_

**Mailing Address:** (if different than above) \_\_\_\_\_

**Monthly Base Rent:** \_\_\_\_\_

**Other Monthly Charge:** \_\_\_\_\_

**Other Occupants**

(All occupants, regardless of age, other than the above listed homeowner(s), *must be listed* below)

**NAME:**

**DOB:**

_____	_____
_____	_____
_____	_____
_____	_____

This Lease Agreement between O.L.G. Land, Inc. trading as HOLLY VILLAGE and HOMEOWNER, shall be effective on the EFFECTIVE DATE above and shall remain in effect to the provisions of the Agreement for one year. Residency by HOMEOWNER may continue thereafter, under the terms of this Agreement, on a month-to-month basis or pursuant to an amended or extended lease established and adjusted from time to time by HOLLY VILLAGE. The purpose of this Agreement is to describe the relationship that exists between the Landlord and Tenant: HOLLY VILLAGE, LANDLORD, which owns the real estate and common areas at HOLLY VILLAGE in Millville, New Jersey (the "COMMUNITY") and HOMEOWNER (also known as TENANT), who owns a manufactured home to be used as personal or actual residence on a designated lot rented from the LANDLORD, subject to lawfully established Rules and Regulations or Guidelines For Living. Nothing in this Agreement gives HOMEOWNER an interest in HOLLY VILLAGE's real property other than the subordinated leasehold interest described here.

1. **Monthly Rental Payments:** Monthly Rental Payments are to be payable to HOLLY VILLAGE by check or money order only.
2. **Rental Increase:** HOLLY VILLAGE may increase the rent on a 30 day notice to the residents.
3. **Late Fees and Returned Check charges:** If any payment is not received by the closing of business on the 10th day of the month, in which it is due, a charge of seventy five dollars (\$75.00) will be added to your account and will be considered "additional rent". Thirty Five dollars (\$35.00) will be charged as "additional rent" for payments returned by the bank for any reason and HOLLY VILLAGE may thereafter require that HOMEOWNER make all future payments by cashier's check, certified check, or money order.
4. **Attorney's fees and additional rents:** In the event HOLLY VILLAGE hires an attorney for the purposes of enforcing its rights under the terms of this agreement, including the filing of any eviction action to regain possession of the rental space, HOMEOWNER shall be responsible to pay for all related reasonable attorney fees and costs incurred to HOLLY VILLAGE as additional rent. In each instance that it is necessary for an attorney to appear in Court on behalf of HOLLY VILLAGE as a result of the Complaint for Possession being filed, HOMEOWNER agrees to pay all reasonable fees as additional rent for each appearance. All additional rent shall be payable as a condition precedent to dismissal of any such action. If any action is brought on behalf of HOLLY VILLAGE to collect any outstanding balance due and owing to HOLLY VILLAGE from HOMEOWNER in any action other than for possession, HOMEOWNER agrees to pay reasonable attorneys fees relating to that collection action, thirty-three percent (33%) of the total outstanding balance due and owing to HOLLY VILLAGE or \$350.00, whichever is greater, plus actual costs of suit. IF THE TENANT IS SUCCESSFUL IN ANY ACTION FOR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE TENANT SHALL RECOVER ATTORNEYS' FEES OR EXPENSES REASONABLY AND ACTUALLY INCURRED OR BOTH FROM THE LANDLORD TO THE SAME EXTENT THE LANDLORD IS ENTITLED TO RECOVER ATTORNEYS' FEES OR EXPENSES OR BOTH AS PROVIDED IN THIS LEASE.
5. **Occupants:** The home on the leased HOMESITE shall be used exclusively as the HOMEOWNERS personal and actual residence and shall not be rented to any other person. In addition to the persons executing this Agreement, NO OTHER OCCUPANTS may occupy the home on the leased HOMESITE on a regular basis without the LANDLORD'S written permission. Any persons eighteen years of age or older who is added thereafter shall be at an additional charge of Fifty dollars (\$50.00) per person, per month. Occupancy by persons not listed here or later approved by HOLLY VILLAGE, or occupancy by more than two persons (2) times the number of bedrooms, shall be in violation of this Agreement and cause for termination of the Agreement. This property may not be sublet and this lease may not be assigned by TENANT.

6. **Homesite and Homesite Maintenance:** The physical improvements provided for the exclusive use by HOMEOWNER are the HOMESITE referenced and utility connections locations on the HOMESITE. All improvements located on the HOMESITE at the initiation of this Agreement, including but not limited to, patios, walkways, sprinkler systems, and lamp posts, are to be maintained (and/or replaced or repaired) at the homeowners expense. HOMEOWNER'S responsibility for maintenance and repair of improvements includes all concrete, steps and driveways, and replacement and/or repair, when necessary, by HOMEOWNER during the period of HOMEOWNER's tenancy. The HOMESITE does not have fixed boundaries or lot lines and the actual size and dimensions of the HOMESITE may be modified by HOLLY VILLAGE at any time. HOLLY VILLAGE may charge a reasonable fee (as "additional rent") for services relating to the land and premises upon which a manufactured home is situated in the event HOMEOWNER fails to maintain such land or premises in accordance with the guidelines of the COMMUNITY after written notice to HOMEOWNER and the failure of HOMEOWNER to comply within 14 days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by HOLLY VILLAGE if HOLLY VILLAGE or its agent performs the service. HOMEOWNER shall have the obligation to maintain the exterior of the manufactured home and to keep the leased premises clean, free of debris and refuse, and to keep any grass cut and weeds under control. HOMEOWNER specifically acknowledges that a violation of this will justify termination of this Lease and permit HOLLY VILLAGE to seek removal of the HOMEOWNER and home from the lot located in Holly Village in accordance with the law. All trees, fixtures, and shrubs placed upon the rented lot shall become the property of HOLLY VILLAGE. They shall remain on the property and be surrendered to HOLLY VILLAGE as part of the premises when the HOMEOWNER vacates. HOMEOWNER shall not remove or deface any plants, cut down/trim any trees/shrubs located on the property without prior written approval from HOLLY VILLAGE. Planting or locating shrubbery over, around, or under any utilities or utility lines is prohibited; any holes or excavating to a depth of six (6) inches or more require prior approval from HOLLY VILLAGE.
7. **Entry to Homesite:** HOLLY VILLAGE shall have the right, at reasonable times, to enter upon the HOMESITE to an extent reasonably necessary to perform maintenance, home site inspections to confirm compliance by HOMEOWNER with the terms and conditions of the Agreement, to protect the HOMESITE and the COMMUNITY and persons from imminent danger, and to show the HOMESITE to prospective mortgages, lenders, and others with legitimate interests. However, this clause shall not be construed to create an obligation on the part of the Landlord to make inspection or repairs.
8. **Damages:** If any damages are caused to any property or equipment in Holly Village by TENANTS, OCCUPANTS, or their guests, the HOMEOWNER shall be responsible for these damages. The damages shall be measured by the restoration or replacement cost resulting from the act of the OCCUPANTS. These damage charges shall be considered "additional rent".
9. **Utilities:** HOMEOWNER is responsible for procuring service for all utilities from the respective providers, with the exception of water, sewer, and trash collection. HOLLY VILLAGE shall provide water and sewer service, and shall maintain the systems up to the

connection leading to each home. HOLLY VILLAGE shall provide trash collection. All other utilities are the responsibility of the HOMEOWNER, including without limitation the acquisition and maintenance of heat tape. Should HOMEOWNERS pipes burst due to freezing, HOMEOWNER must repay landlord the sum of One Hundred dollars (\$100.00) for metered water, and it will be the HOMEOWNERS responsibility to repair/replace pipes. If HOMEOWNER neglects to repair the frozen pipes, the landlord may make repairs and HOMEOWNER must repay the landlord all reasonable costs incurred to make repairs, and such charges will be considered "additional rent". All other utility expenses, either for supply or maintenance, will be paid by the HOMEOWNER, including gas, heat, electric, cable, telephone, etc. While LANDLORD has no obligation to pay these utility expenses, if it ever does, TENANT must reimburse the LANDLORD upon demand and all such payments shall be considered "additional rent".

10. **Termination:** HOLLY VILLAGE may terminate the Agreement and HOMEOWNERS's tenancy upon HOMEOWNER's failure to comply with this Agreement or the guidelines or for any reason allowed by law. HOMEOWNER may terminate this Agreement by a 30 day written notice to HOLLY VILLAGE if HOMEOWNER removes the home from the COMMUNITY during that 30 day period. Until HOMEOWNER sells home (with LANDLORD'S approval, where required) or has removed the home from the COMMUNITY, HOMEOWNER remains liable for payment of rent and applicable charges whether or not home is occupied. If HOLLY VILLAGE performs these functions, the HOMEOWNER must reimburse HOLLY VILLAGE for all reasonable costs involved with the disconnection and removal of the home, said charges shall be considered "additional rent".
11. **Home Ownership:** HOMEOWNER shall provide HOLLY VILLAGE, upon the execution of this Agreement and again upon request, a copy of the title to the home, evidencing that the home is titled by the State of New Jersey and that the HOMEOWNER is named on the title as owner. Any transfer of title to the home to any other party without LANDLORD'S written consent is prohibited and shall terminate HOMEOWNER's lease and tenancy.
12. **Sale of Home Abandonment:** HOMEOWNER shall be prohibited from attempting to sell the manufactured home placed on the leased lot, which is subject to the Agreement, or to give the manufactured home to anyone else, with the intention of having the buyer or recipient reside in the manufactured home, without first having the proposed new owner secure an application for residency from HOLLY VILLAGE. HOLLY VILLAGE performs credit and criminal background checks on all parties prior to HOLLY VILLAGE approving new tenants moving in the COMMUNITY, including heirs. Applicant shall pay a reasonable processing fee to HOLLY VILLAGE for services rendered in connection with the sale. In addition to the foregoing, HOLLY VILLAGE has to the right of first refusal to purchase the manufactured home from HOMEOWNER. The selling TENANT must receive a written offer of purchase from any prospective buyer who intends to reside in the mobile home on the leased premises, and a copy of that written offer must be given to the LANDLORD. The LANDLORD will be given five (5) days within which to decide whether or not the LANDLORD will match the offer and purchase the mobile home from the selling TENANT on the same terms and conditions. In the event the LANDLORD notifies the TENANT that it is not going to exercise the right of first refusal, then the TENANT may sell the mobile

home to the third party, subject to the other terms and conditions of this Paragraph (including LANDLORD approval of the buyer). In the event, however, that subsequent to the LANDLORD's rejection of the right of first refusal any of the terms and conditions of the sale change, written verification of the changes must be supplied to the LANDLORD, and the LANDLORD's right of first refusal shall apply again to the sale based on the new terms and conditions. In the event HOLLY VILLAGE notified HOMEOWNER that it is not going to exercise the right of first refusal, HOMEOWNER may sell the manufactured home to a third party, subject to approval, and terms and conditions. Upon the death of HOMEOWNER, the Lease is terminated and shall not transfer or pass to the benefit of any heir(s) or successor(s)-in-interest of the deceased Tenant and shall not be binding upon the Landlord unless the Landlord so agrees in writing. This provision shall not apply to any surviving named tenant(s) in either the original Lease Agreement or any extension thereto who actually resides upon the subject manufactured home space.

13. **Insurance:** HOMEOWNER agrees to purchase homeowner's insurance from an insurance company licensed to do business in the State of New Jersey, including fire insurance, extended coverage insurance and personal liability coverage. HOLLY VILLAGE shall not be responsible for any damage, personal injury, or loss of property due to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightening, ground shifting, expansive soils, explosions, interruptions of utilities, theft, vandalism, or any other casualty (including sidewalks, driveways, and trip hazards within the COMMUNITY. HOMEOWNER indemnifies and holds harmless and will promptly reimburse HOLLY VILLAGE for loss, damage, government fines and penalties, or cost of repairs or service in the COMMUNITY or liability to third parties due to a violation of this Agreement or the guidelines, or any others improper use, negligence, or willful misconduct of HOMEOWNER or HOMEOWNER's guests or licensees whether or not occupants of the home.
14. **Landlord Lien:** HOMEOWNER gives HOLLY VILLAGE a lien (legal claim) upon and all property of HOLLY VILLAGE, including but not limited to, any manufactured home placed upon the lot. This lien shall be effective as to the amount of any rent, additional rents, or damage charges due or other sums due and owing by HOMEOWNER at any time during this Lease. If HOMEOWNER shall default in the terms of this Lease, or in the event of abandonment of the manufactured home by HOMEOWNER after the termination of this Lease, HOLLY VILLAGE shall be free to pursue its remedies both at law and equity with regard to the enforcement of the lien in order to collect any monies due and owing to HOLLY VILLAGE on account of this Lease.
15. **Improvements to Realty:** No additions, alterations or improvements (including landscaping) shall be made, installed on or attached to the leased space or mobile home without the written consent of the Landlord and all necessary governmental permits and approvals.
16. **Landlord's reservation of Right:** 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 mobile home park; including water lines, television lines, sewer lines, gas tanks and lines, electric lines and pedestals, sidewalks and common paths; and to relocate, remove, maintain or repair such facilities as needed.

Exercise by Landlord of such reserved 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, street signs, or other signs he deems necessary and to decide their location. The Landlord may move the Tenant to another lot in the park at the Landlord's cost, if he gives the Tenant thirty (30) days written notice, only if reasonably necessary. If the move occurs, this agreement will continue in effect as if the Tenant's new lot were the original rented property.

17. **Right of Re-entry:** If the Tenant does not perform the duties imposed by law or assumed by this Lease Agreement, of Guidelines For Living (Rules and Regulations) the Landlord reserves the right to re-enter and take possession of the leased space. The Landlord must first obtain 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 from the Tenant. The Landlord's repossession of the leased space shall not terminate Tenant's responsibility for the rent due pursuant to this Lease, except to the extent the space is re-rented.
18. **Renter's Insurance:** In compliance with P.L. 1974, Chapter 48 (C. 46:8-39), Tenant is advised that crime insurance through the Federal Crime Insurance Program of Title 6 of the Housing & Urban Development Act of 1970 is available to the Tenant. Tenant may make application for such insurance from its own insurance agent. In addition, each Tenant is required to obtain "Renters" insurance. (See paragraph 13).
19. **Flood Plain:** The Leased property is located at/below the One Hundred (100) year frequency flood elevation, as determined by the Federal Emergency Management Agency.

## **HOLLY VILLAGE GUIDELINES FOR LIVING**

### **General Information:**

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Many of our Guidelines For Living are based on the requirements of new Jersey law with the intent to assist in the peaceful enjoyment of all residents. WE OPERATE OUR COMMUNITY IN COMPLIANCE WITH FEDERAL FAIR HOUSING ACT.

A copy of these guidelines are made available to each resident and must be observed by all occupants, residents, guests, and family members. The named TENANT is responsible for the actions of all occupants and guests. Holly Village reserves the right to enforce these guidelines, and to modify these guidelines from time to time. If you do not understand any, part, or all of these guidelines, you are welcome to call and/or visit the office for further clarification.

In these Guidelines for Living, the following terms are important to understand:

- "Community" means the Holly Village community in which your home is located and to which these guidelines apply.

- "Community Manager" refers to the person retained or contracted by HOLLY VILLAGE to act as the director and manager of the Community. The Community Manager is authorized to enforce these Guidelines on behalf of HOLLY VILLAGE.
- "Community Standards" refers to those minimum standards established from time to time by HOLLY VILLAGE for the condition of any manufactured home, which residents or prospective residents would like to locate within the Community and for the condition and maintenance of the HOMESITE.
- "HOLLY VILLAGE" refers to the owner of the community and the landlord under your lease.
- "Guidelines" refer to the Guidelines For Living, the covenants, conditions and obligations described in this document, as amended from time to time, which all residents, family members, and guests must observe.
- "Lease" means the HOLLY VILLAGE manufactured home space lease between you, as residents, and HOLLY VILLAGE, as landlord and owner of the community.

*Any capitalized words or phrases used in these guidelines but not specifically defined shall have the meaning for that word or phrase set forth in the Lease.*

## 1. ALL AGE COMMUNITY

This is an all age community with no minimum age requirements for residents. Additionally, the number of occupants of a manufactured home is limited to two (2) persons times the number of bedrooms present in the manufactured home.

## 2. BEHAVIOR OF OCCUPANTS

A. All residents are responsible for the behavior of all members of their household or persons visiting them. No person shall be permitted to disturb other residents, damage property, and/or engage in any activity in neighbors' yards and/or on their patios/decks/porches etc., without permission. All recreation must take place in their own yards and/or designated recreation areas (when applicable), not in streets or parking areas. The resident shall be responsible to pay for any damage caused by any member of the residents household and/or visiting guest(s). HOLLY VILLAGE reserves the right to terminate the Lease of any resident whose household members or guests are not properly supervised. Tenant(s) will be held responsible for any disturbances caused to the Tenants by the residents, their children, and/or their guests.

B. All minors (under the age of 18 years of age or as defined by law) are required to be on their HOMESITE by 10 o'clock PM or as mandated by the local authorities. No swing sets, slides, climbing frames, sand boxes, trampolines, pools, basketball courts, or any of the like are permitted on any HOMESITE and/or common area.

- C. Tenant(s) shall perform all work in Holly Village during normal working hours.
- D. A speed limit of 10 miles per hour must be observed at all times. Parents must keep their children out of the streets. Any games played in the streets, including but not limited to, skateboarding, roller-skating, basketball, etc. is prohibited.
- E. Loud parties, alcoholic parties, noise and any improper conduct that violates Millville City codes or the Holly Village Lease will not be tolerated.
- F. All personal property including, bicycles, toys, etc. are to be stored in a shed and/or in the home at night and/or when not in use.
- G. Parents will be liable for any property or personal damage caused by their children.
- H. Non-residents of Holly Village, shall not be permitted to wash their vehicles using resident's facilities.
- I. Swimming in the lake is prohibited.
- J. No resident, family member, or guest, shall harass or torment the ducks, geese, or swans, or other wildlife. Violators will be prosecuted according to state law.
- K. No person may feed or attract stray cats or wild animals. Any resident caught feeding stray and/or wild animals (i.e. ducks, geese, swans, etc) will be charged a Seventy Five dollar (\$75.00) fine, to be considered "additional rent".

### 3. NEW AND EXISTING MANUFACTURED HOMES

- A. Residents who commence occupancy in the Community must meet the applicable requirements of the following standards (the "Community Standards"). HOLLY VILLAGE is in the continual process of upgrading the Community and reserves the right to require new residents to comply with the Community Standards in effect. All installation and upgrading work must be completed before the sale. If the home does not meet the standards of the Community, HOLLY VILLAGE can require the seller or buyer to upgrade the home and make all necessary repairs in order to comply with the guidelines prior to the completion of the sale of the home.
- B. HOLLY VILLAGE is not responsible for injuries to residents or their guests. HOMEOWNER is responsible for maintaining their HOMESITE, including driveways and sidewalks and keeping them free of ice, debris, and cracks. HOLLY VILLAGE is not responsible for any residents or occupants or guests who trip on driveways or sidewalks. In the event of any cracks or lifting of the cement in the driveway or sidewalk, the manager must be notified immediately in writing.
- C. Sidewalks and roadways are provided for pedestrian traffic within Holly Village. There shall be NO PARKING OF ANY VEHICLES on the sidewalks or curbing as this



can damage the concrete. Violators will be responsible for costs of concrete repairs. There shall be no trespassing, such as cutting through yards and walking on lawns, as this is invading other resident's property and privacy.

D. Every Tenant with an electric water heater must install a check valve to prevent damage to the water heater element in case of a water shut-off in Holly Village. This is not necessary for Tenants with a gas water heater.

E. According to State Law, the Tenant must have one approved 2-1/2 lb. ABC fire extinguisher readily accessible. Tenant(s) must have smoke detectors and carbon monoxide detectors in operable condition.

F. Any and all storage underneath the manufactured home or an accumulation of trash or debris on the Lot is prohibited.

G. Subject to appropriate law, OPEN FIRES ARE PROHIBITED.

H. Pools of any kind are prohibited. This includes, but is not limited to, "kiddie pools" and "wading pools".

I. Trampolines of any kind are prohibited.

J. Tenant shall be responsible for removing the weeds and grass growing in the cracks of the sidewalk and curbing directly in front of Tenant's home.

K. The Tenants lot, as well as Holly Village property, is to be kept clean, free from bottles, cans, boxes, and general litter and debris.

L. Fences - A written request must be submitted to the office and approved by Management in writing. Fences must be made of vinyl with height and placement on the lot approved by Management.

M. One Lawn Building (shed), constructed of wood, per lot, is allowed and shall not exceed 10 ft. x 12 ft x 8 ft. high.

N. No Lot is to be used for any purpose other than a residence. No business of any nature can be conducted from a Tenant's home.

O. Management has provided fine lawns on each lot. It is the Tenant's responsibility to maintain the lawn in a neat and orderly fashion, keeping it adequately watered and mowed. Grass clippings must be bagged and not dumped in the lake, on Holly Village property, or any other property bordering Holly Village.

P. Any Tenant with a dock on the property shall be responsible for the condition, the structural integrity of the dock, and the maintenance, which includes routine upkeep and repairs.

Q. Any type of temporary or permanent building (new or used), addition, or masonry work, either attached or unattached, must first be approved by management in writing. If approved, it cannot be removed from Holly Village without permission. If removal is approved, Tenant(s) must sign a release letter assuming all monetary damages to Holly Village property or utility cables during moving. Any contractor involved with moving a mobile home or any part thereof must carry Personal Injury Liability Insurance coverage with limits of at least \$1,000,000.00 and property damage coverage of at least \$100,000.00. Proof of insurance must be provided to LANDLORD before any such contractor works on the premises.

R. All homes must have an identification number conspicuously placed on them in compliance with the general practice prevailing in the Community or any requirement recommended by local emergency services. This is essential to help emergency services locate the proper party when an emergency arises.

S. Sewer lines are easily clogged. Tenants must not use them for disposal of sanitary napkins, disposable diapers, kitty litter, Q-tips, industrial rags, or cooking grease.

T. Hook-ups to HOLLY VILLAGE facilities will be made by HOLLY VILLAGE employees. Tampering with facilities such as electric meters, water and gas connections, sewer lines or cable lines etc. will not be tolerated and will be reported to the proper authorities. Water and sewer facilities must be used conservatively.

U. HOLLY VILLAGE has supplied underground cables for television and computers. No antennas shall be erected on tenant's homes or lot without LANDLORD'S written permission.

V. All new or used mobile homes must have front and back rain gutters to prevent soil erosion and direct the water away from the foundation. This is in accordance with the City of Millville Ordinance "Foundations: 1813.8"

W. Tenant(s) is responsible for re-leveling and anchoring of the Tenant's home. The only exception is the Tenant(s) still covered by the one-year warranty on new homes.

X. Skirting for each home must be neatly constructed and maintained. Skirting that is dented, damaged, or missing must be replaced. Skirting material and design must be approved by Holly Village management before installation.

Y. Any Contractor hired to perform work on Tenant(s) home must first provide Proof of Insurance to Holly Village management after receiving proper approvals.

Z. Those Tenants desiring to build a deck must request so in writing to management and if approved, must place river rock under the entire length and width of the deck to avoid erosion. Under certain conditions a Permit from the City of Millville may be necessary.

#### 4. TRASH COLLECTION/RECYCLABLES

A. Trash/Recycle collection is every Wednesday. All trash containers shall be placed in front of the home no sooner than Tuesday afternoon.

B. All trash shall be kept in trash cans with tight fitting lids, and recyclables in proper containers, and kept in the rear of the Tenant's home until trash collection. TENANT must always comply with recycling requirements imposed by law.

C. Dumping of debris within Holly Village, or on the Nature Conservancy property bordering Holly Village, is prohibited. This includes junk mail left behind at the mailboxes.

## 5. COMPLAINTS

ALL COMPLAINTS by Tenant(s) shall be submitted in WRITING ONLY. Verbal complaints will not be accepted.

## 6. VEHICLES

A. Vehicles shall be parked only in Tenant's driveway or designated area in front of Tenant's home. There shall be no parking on the lot, lawn, grass, sidewalks, curbing, or your neighbors designated parking space. Tenant(s) shall be responsible for repairs of any damage (including oil leakage) done by Tenant(s) to concrete driveways, patios, sidewalks or curbing.

B. Recreational Vehicles (RV) or campers are prohibited except to clean, load and unload for vacationing. 48 hours is allotted to the loading and unloading of such vehicles. Any tenant not in compliance with this guideline will be issued a violation notice and be assessed a fifty (\$50) dollar charge, to be considered as "additional rent", to the current month's rent.

C. Canoes, paddle boats, and other small boats, to be used on the Holly Village Lake are permitted, however, the appropriate size must be approved by Management in writing. Nothing with a motor can be used in Holly Village Lake. All boating on Holly Village Lake is done so at boater's own risk. Holly Village is not liable for any damage or injury that occurs. Boats and other water craft, not approved for use in the Holly Village Lake, may not be stored on residents lot, or Holly Village property. Any tenant not in compliance with this guideline will be issued a violation notice and be assessed a fifty (\$50) dollar charge, to be considered as "additional rent", to the current month's rent.

D. Overhauling or repairing of vehicles is not permitted on Tenant's Lot, Holly Village property or in the roadways of the community.

E. No large trucks, tractor-trailers, utility trailers, buses or similar types of vehicles are allowed in Holly Village except for deliveries. Any tenant not in compliance with this guideline will be issued a violation notice and be assessed a fifty (\$50) dollar charge, to be considered as "additional rent", to the current month's rent.

F. Vehicles not in use, vehicles without properly inflated tires, disabled vehicles, vehicles without current license plates, and vehicles without registration or insurance are prohibited on Holly Village property or Tenant's lots. Any tenant not in compliance with this guideline will be issued a violation notice and be assessed a fifty (\$50) dollar charge, to be considered as "additional rent", to the current month's rent.

G. Go-Carts, 4-Wheelers, dirt bikes, electric scooters, or similar vehicles are not permitted in Holly Village. Any tenant not in compliance with this guideline will be issued a violation notice and be assessed a fifty (\$50) dollar charge, to be considered as "additional rent", to the current month's rent.

H. All vehicle mufflers must be state approved for noise level.

## 7. PETS

In order to minimize any inconvenience to community residents resulting from pets, Holly Village has adopted a strict pet policy. A resident with an existing pet or pets which are not in compliance with the new Guidelines For Living regarding pets, may be granted an exemption to keep their pet for the life of that pet, provided the resident has registered their pet as required by these guidelines.

A. There is a maximum of two (2) pets permitted per household (i.e. dogs, cats, birds, reptiles, or any other animal)

B. Aggressive pets are not permitted. Any pet that demonstrates aggressive behavior of any kind, towards an individual or another animal, will have to be removed from the community immediately and permanently. Noisy or unruly pets, or those that cause complaints, will not be permitted to remain in Holly Village.

C. All pets must be kept **INDOORS**. No exceptions.

D. Pets are not allowed to run freely in Holly Village and must be on a leash at all times when being exercised within Holly Village. This means that pets cannot simply be detained within a fence or on a "runner". Owner must be in absolute control of pet **AT ALL TIMES**.

E. Pet owners must carry a receptacle for immediate clean up of pet droppings.

F. TENANT must register the pet with landlord, provide a picture, and provide the landlord with proof of adequate liability insurance covering property damage or personal injury liability caused by pets.

G. It is expressly understood that HOLLY VILLAGE reserves the right to revoke permission for any pet to remain in Holly Village should the TENANT/PET violate any pet policy.

H. Pets must wear the necessary registration from the appropriate government agency. Resident must provide information regarding proper license and shots upon request of community management and as mandated by local ordinances.

I. Holly Village reserves the right to have any strays (without proper license on collar) removed from the community by the local animal control department.

#### 8. RULE CHANGES/RENEWALS

A. HOMEOWNER will, in every respect, comply with all applicable laws including but not limited to the ordinances of the City of Millville; with the rules and orders of the Board of Health; with the orders and requirements of the Police Department; with the requirements of the Underwriters Association so as not to cause any raise in the rate of insurance upon the building and contents thereof; and with the rules and order of the Fire Department in respect to any matters coming within their jurisdiction.

B. HOLLY VILLAGE reserves the right to adjust the Holly Village Guidelines For Living (Rules and Regulations). Rule and Regulation changes will be reported thirty (30) days in advance by the placement of changes in a conspicuous and common area of Holly Village and written notice as required by law.

#### 9. ADDITIONALLY INSURED

Every tenant's homeowners insurance policy must include liability and casualty insurance, and be duly endorsed by insurer to landlord and any Mortgagee as follows:

**Holly Village c/o Diversified Property Management, Inc.  
Sun National Bank 599 New Rd, Linwood, NJ 08221**

*(this means Holly Village will be protected under the Tenant's insurance should the tenant be sued within the premises of the Tenant's lot)*

**ADDITIONAL DOCUMENTS:**

In addition to this Lease Agreement, the HOMEOWNER has been given the documents listed below.

- HOLLY VILLAGE Landlord Registration Act Statement.
- A copy of "The Truth in Renting" booklet. (**New tenants only**)
- A copy of the Holly Village Rules and Regulations ("Guidelines")

O.L.G. LAND, INC. T/A HOLLY VILLAGE  
c/o Diversified Property Management, Inc.  
28 S. New York Road - Suite B-6  
Galloway, New Jersey 08205

Dated: \_\_\_\_\_  
LANDLORD/MANAGING AGENT

Dated: \_\_\_\_\_  
TENANT

Dated: \_\_\_\_\_  
TENANT

**LANDLORD’S REGISTRATION ACT STATEMENT**

In compliance with the Landlord’s Registration Act of 1974, in the State of New Jersey, Landlord hereby notifies the Tenant of the following:

**PROPERTY ADDRESS:** \_\_\_\_\_

1. Name and address and phone number of record owners(s) of the premises and the record owners(s) of the rental business, if not the same person (name all partners, if partnership):

**O.L.G. LAND, INC. T/A HOLLY VILLAGE  
c/o DIVERSIFIED PROPERTY MANAGEMENT, INC.  
28 S. NEW YORK ROAD - SUITE B-6  
GALLOWAY, NEW JERSEY 08205  
(609) 652-8793**

2. If record owner is a corporation, name and address of registered agent and corporate officers:

**TERESA GALLEAZZI, THERESA BARONCI & UGO GALLEAZZI  
c/o DIVERSIFIED PROPERTY MANAGEMENT, INC.  
28 S. NEW YORK ROAD - SUITE B-6  
GALLOWAY, NEW JERSEY 08205  
(609) 652-8793**

3. Name and address of the person authorized to accept notices in the same country as the rented premises:

**KIM SANTAMARIA, CMCA  
28 S. NEW YORK ROAD - SUITE B-6  
GALLOWAY, NEW JERSEY 08205  
(609) 652-8793**

4. Name and address and phone number of managing agent of the premises:

**DIVERSIFIED PROPERTY MANAGEMENT, INC.  
28 S. NEW YORK ROAD - SUITE B-6  
GALLOWAY, NEW JERSEY 08205  
(609) 652-8793**

5. Name and address of the superintendent or other individual employed by the record owner to provide regular maintenance services:

**TONY DELVICARIO**  
**c/o DIVERSIFIED PROPERTY MANAGEMENT, INC.**  
**28 S. NEW YORK ROAD - SUITE B-6**  
**GALLOWAY, NEW JERSEY 08205**  
**(856) 300-9784**

6. Name, address and phone number of person who can be contacted in case of emergency:

**TONY DELVICARIO**  
**c/o DIVERSIFIED PROPERTY MANAGEMENT, INC.**  
**28 S. NEW YORK ROAD - SUITE B-6**  
**GALLOWAY, NEW JERSEY 08205**  
**(856) 300-9784**

7. Name and address of every holder of a recorded mortgage on the premises:

**SUN NATIONAL BANK**  
**599 NEW ROAD**  
**LINWOOD, NJ 08221**

8. If fuel oil is used to heat the building and the landlord furnishes the heat in the building, the name and address of the fuel oil dealer servicing the building:

**N/A**

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

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

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

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