

month's prior written notice to Community Owner. Lease is guaranteed to renew subject to increases as described below.

4. RENT:

A. Rent. Community Owner shall permit Resident to occupy the Homesite in return for a monthly Rent of \$_____ (the "Rent"), which Rent shall be paid by the Resident on the first day of each month during the Term. The Rent is to be paid to Community Owner at the Community Office or at any other location designated by the Community Owner as permitted in this Lease. The Rent shall be equitably adjusted for any periods during the Term that are less than a full month.

B. Additional Rent. Any payments to Community Owner required to be made by Resident under this Lease and not specifically set forth as Rent, including, without limitation, the Municipal Service Fee (as defined in Paragraph 5, below), or any fees imposed by or costs incurred by Community Owner upon Resident's failure to maintain the Homesite and Home or to comply with the terms and conditions of this Lease, including the Covenants, Rules and Regulations as hereinafter provided, shall be added to Resident's monthly Rent and shall be considered "Additional Rent".

C. Annual Increase in Rent

(1) Annual Percentage Adjustment.

(i) Beginning on the first Renewal Date, and on each succeeding Renewal Date, the Rent shall be adjusted in accordance with the following formula. The Annual Percentage Adjustment shall be the greater of either (a) three percent (3%) of the Rent, or (b) the CPI increase as defined in the following paragraph (the "CPI Increase"). "CPI" shall mean the monthly indexes of the Consumer Price Index for All Urban Consumers, U.S. City Average (all items; 1982-84 equals 100) issued by the Bureau of Labor Statistics.

(ii) The CPI Increase shall be based on the percentage increase in the CPI as determined by the U.S. Government at the twelve month reporting period five (5) months prior to the Renewal Date. The increase in the Rent shall be calculated by multiplying the annual Rent in effect for the prior Lease Year by the percentage increase in the CPI for the twelve month period.

In no event shall the Annual Percentage Adjustment for any one year exceed five percent (5%), regardless of the amount of the CPI Increase. However, if the CPI Increase in any one year does exceed five percent (5%), then the excess will be carried forward and added to the Annual Percentage Adjustment calculated in the following years of this lease. By way of example, if the CPI adjustment for a lease year as calculated in accordance with section i) above is 7%, the percentage increase carry forward to be added to the Annual Percentage Adjustment would be 2% (CPI adjustment of 7% less the maximum allowable CPI adjustment in any one lease year of 5%). If in the next lease year, the CPI adjustment calculated in accordance with section i) above

is 4%, the rent would increase by 5% (CPI Adjustment of 4% plus 1% carry forward), leaving a 1% carry forward balance.

(2) Additional Adjustments to Rent.

(i) Real Estate Taxes: Resident agrees that if the Community Owner receives a tax increase on the real property that comprises the Community in excess of the CPI, then Community Owner shall assess to the Resident and the Resident shall pay his/her pro rata share of such increase. This amount shall be added to the Rent thirty days after Resident's receipt of written notice concerning such increase.

(ii) Government Mandated Charges: Resident agrees that if the Community Owner is ordered or otherwise required by any government agency having jurisdiction to pay some cost or fee related to the ownership or operation of the real property that comprises the Community not currently being charged, then Community Owner shall assess to the Resident and the Resident shall pay his/her pro rata share of such increase. This amount shall be added to the Rent thirty days after Resident's receipt of written notice concerning such increase.

5. MUNICIPAL SERVICE FEE:

In addition to the Rent, Resident shall pay to Community Owner a monthly municipal service fee (the "Municipal Service Fee"), as proscribed by ordinance of the Township of Hamilton (the "Township") for the purpose of reasonable payment to the Township for services rendered by the Township to the owners of homes located within Hamilton Township, which Municipal Service Fee shall be paid by the Resident to the Community Owner on the first day of each month during the Term at the community office. Resident shall be liable to the Township for any late fees, interest or other penalties imposed by the Township for Resident's failure to pay the Municipal Service Fee to Community Owner on a timely basis. The Municipal Service Fee shall be deemed Additional Rent for the purposes of this Lease. The current monthly Municipal Service Fee payable by Resident is **\$34.60**. The Municipal Service Fee is subject to change and is determined by the Township.

6. LATE CHARGE:

If any payment of Rent, Additional Rent or the Municipal Service Fee is five (5) days late, Resident agrees to pay to Community Owner an additional \$10.00 for each day that the Rent or Municipal Service Fee continues to be unpaid. Persons receiving Social Security Old Age Pensions, Railroad Retirement Pensions or other governmental pensions in lieu of Social Security or Social Security Disability Benefits of SSI or benefits under Work First NJ have a 5 business day grace period to pay rent before late fees are due. If rent continues to be late more than two consecutive months, resident will receive habitual late notices to cease and if it continues, to quit and may be evicted for late payments.

7. UTILITIES AND MAINTENANCE:

A. Community Owner shall maintain the water and sewer systems up to the connection leading to each Home. Resident shall maintain the water and sewer laterals connecting his/her Home to the main systems. Resident shall be solely responsible for and shall promptly pay all rents and charges for water and sewer services and all costs and charges for gas, steam, heat, light, electricity, power, telephone and any other utility or service used or consumed in or servicing the Homesite and all other costs and expenses involved in the care, management and use thereof.

B. Community Owner shall have the right to enter onto the Homesite but not into the Resident's Home, for the purpose of maintaining and repairing Community Owner's property, or to perform inspections for health or safety purposes or to correct or eliminate conditions that endanger or are likely to endanger the health or safety of the residents of the Community. Such inspections or repairs may be performed by Community Owner only at reasonable times during daylight hours, except if an emergency requires immediate action. Community Owner shall have the right to enter onto the Homesite for the purpose of erecting, using and maintaining the utility service systems or equipment or any other equipment necessary or desirable to the maintenance or efficient operation of the Community. Nothing in this lease imposes upon Community Owner an obligation to perform such repairs.

C. Resident is responsible for repairs and maintenance to the Home and all improvements to the Home, including without limitation, the foundation, patio, driveway, landscaping and any other improvements to the Homesite (collectively, the "Home Site"). If Resident fails to repair or maintain the Home or Home Site, after five (5) days' notice and an opportunity to cure has been given and has expired, Community Owner may perform any such repairs, the costs of which shall be charged to and paid by Resident as Additional Rent.

8. SUB-LET.

Resident may not sub-let the Homesite to any other party without the Community Owner's prior written consent. Family members who intend to reside with the Resident are as follows:

9. AGE RESTRICTION.

Occupancy in the Community is restricted by the requirement that at least one (1) resident of each Homesite be at least fifty-five (55) years of age, and all other residents must be at least nineteen (19) years of age. All residents of the Community are prohibited from enrolling as students in the public schools in Hamilton Township or in the Oak Crest Regional School System.

10. GUESTS.

No family members or guests other than those identified in the preceding paragraph will be permitted to live in the Community or visit for periods longer than thirty (30) days at a time without the written permission of Community Owner. The Homesite will be used as a residence only. Resident shall be responsible for damage to any property of the Community or for violation of any of the terms of this Lease, the Covenants, Rules and Regulations, or any applicable laws, by any of the family members or guests of Resident. Guests may use recreational facilities of the Community without extra charge, but only when accompanied by the Resident.

11. DAMAGE

If any damages are caused to any property or equipment in the Community by Resident, any family member, guest or agent of Resident, the Resident shall be responsible for such damage. Any damage shall be measured by the restoration or replacement cost resulting from the damage. The costs of restoration or replacement for any damages shall be considered Additional Rent and shall be charged to and payable by Resident to Community Owner within ten (10) days of Resident's receipt from Community Owner of written notice demanding payment. Demands for payment by Community Owner will be accompanied by documentation setting forth the cost of repair or replacement for any damages.

12. HOLD HARMLESS

Resident agrees to be responsible for the payment of all expenses, costs, or attorney's fees related to any damage to persons or property which result from the act or failure to act of Resident, or any agent, representative, family member, employee or guest of Resident.

13. REMOVAL AND STORAGE OF HOME

During the term hereof, should the Resident decide to leave the Community or should the Resident be ordered to leave the Community as a result of a judgment for possession in favor of Community Owner or for any other reason, Resident shall be responsible for all costs related to the disconnection and removal of the Home from the Homesite. If the Community Owner determines to disconnect and remove the Home as a result of Resident's failure to do so, Resident agrees to reimburse Community Owner for all reasonable costs incurred in connection with the disconnection, removal, storage, security and any other costs incurred by the Community Owner. Such costs shall be charged to and payable by the Resident as Additional Rent within ten (10) days of Resident's receipt from Community Owner of written notice demanding payment. This lease does not impose upon Community Owner any obligation to disconnect, remove, store or secure the Home in the event of abandonment by Resident or removal of the Resident.

Upon termination of this Lease, and subject to satisfaction in full all financial obligations to Community Owner, Resident may remove his/her Home on or before the Termination Date,

after first obtaining the necessary removal permit from the regulatory agency having jurisdiction, and shall display the permit to Community Owner before commencing removal of his/her Home.

14. OWNERSHIP OF HOME

Resident has represented to Community Owner that Resident is the owner of and possesses legal title to the Home. A transfer of title to the Home to any other party without the prior written consent of Community Owner will result in the termination of this Lease.

15. SALE OF HOME

Resident is prohibited from attempting to sell and from selling the Home without first obtaining the written consent of the Community Owner as to the prospective purchaser, which consent will not be unreasonably withheld.

16. INSURANCE

Resident, at his/her sole cost and expense, shall obtain and maintain in full force and effect customary and appropriate homeowner's insurance, including personal liability coverage, from an insurance company licensed to do business in the State of New Jersey. In the event Resident mortgages its interest to a leasehold mortgagee and the leasehold mortgagee encumbers Resident's leasehold interest in the Homesite (the "Resident's Interest") then, and in such event, the leasehold mortgagee's security and interest in and to the Resident's Interest is permitted to be insured under an appropriate hazard insurance policy. In addition, such policy of hazard insurance shall provide for the payment of any hazard insurance proceeds to the Resident's Interest to either the leasehold mortgagee or an insurance trustee. Such insurance proceeds are to be distributed in accordance with the terms and conditions of any leasehold mortgage which may encumber Resident's Interest.

17. COMMUNITY OWNER'S LIABILITY

Community Owner shall not be held responsible for any damage to Resident's Home or Homesite as a result of wind, trees, water, snow or ice coming through or being upon the Homesite or any other part of the premises comprising the Community, or for any damages or injuries sustained by Resident as a result of the acts or negligence of other residents, occupants, visitors or invitees of the Community, or any other persons present upon such premises, whether lawfully or unlawfully.

18. DISCLOSURE AND RELEASE RELATING TO ADJACENT GOLF COURSE

Resident acknowledges that the Community abuts a public golf course known as the Mays Landing Golf Course (the "Golf Course"). The Golf Course is owned and operated by Mays Landing Country Club, Inc. (the "Golf Club"). Resident acknowledges the benefits and desirability of living in close proximity to the Golf Course. Resident also acknowledges the inherent danger and potential adverse conditions posed by living in close proximity to the Golf

Course, including but not limited to stray golf balls, golf course patrons, golf carts, trash, debris, and noise, including noise in the early morning hours caused by personnel, machinery and equipment employed in connection with mowing of and maintenance of the Golf Course, which mowing and maintenance are recognized by Resident to be of value to Resident. In consideration of Community Owner entering into this Lease, Resident hereby releases and holds harmless the Golf Club and Community Owner, and their respective and individual members, shareholders, officers, directors, invitees, agents, servants, employees, representatives and affiliates from any and all cost, expense, claims, causes of action, damages or liability arising out of or in connection with any adverse conditions suffered by Resident, as well as any damages or injury to persons or property caused as a result of the proximity of the Community and Resident's Home to the Golf Course.

19. MAINTENANCE

(A) Community Owner shall provide the following services to the Community:

- (i) Construction and maintenance of streets and Clubhouse
- (ii) Partial lighting of streets and other common areas;
- (iii) Garbage collection; and
- (iv) Snow removal on streets and common areas.

(B) Resident shall be responsible for the maintenance of the exterior of Resident's Home, shall keep the Homesite free and clear of debris and refuse, and shall keep the grass, weeds, trees, and all landscaping under control. Upon Resident's failure to maintain the Home and the Homesite and following five (5) days' written notice and an opportunity to cure, Community Owner shall have the right to perform such maintenance and shall charge the Resident a reasonable fee for Community Owner's costs, which fee shall be charged to and payable by Resident to Community Owner as Additional Rent upon demand.

20. LANDSCAPING; FIXTURES AND SHRUBS

(A) Community Owner and Resident acknowledge that Community Owner has an obligation to perform certain landscaping requirements on Resident's Homesite, all in accordance with the plans and approvals issued by the Hamilton Township Planning Board. Resident agrees to allow Community Owner to perform such landscaping duties and acknowledges that the Township of Hamilton is under no obligation to issue a Certificate of Occupancy for the Homesite until such time as the landscaping duties required to be performed by Community Owner have been completed.

(B) All fixtures, trees and shrubs placed upon the Homesite by Resident shall become the property of Community Owner upon termination of this Lease. Resident must obtain

approval from the Community Manager prior to installing any fixtures or landscaping on the Homesite.

21. MOVE-IN INSPECTION

By Resident's execution of this lease, Resident acknowledges that Resident has the right to inspect the Homesite prior to the installation of the Home on the Homesite. Resident shall notify Community Owner in advance of Resident's inspection, which shall occur during the normal business hours and in the presence of a representative of Community Owner. Resident shall have forty-eight (48) hours following inspection of the Homesite in which to submit to Community Owner a written list of any observed defects in the Homesite. Failure to submit a list of defects within such time shall constitute a representation and acknowledgment by Resident that (1) there are no defects or deficiencies in the Homesite and (2) the Homesite is fully suitable and acceptable for the placement of Resident's Home upon the Homesite.

22. COVENANTS, RULES AND REGULATIONS

Resident agrees to comply with the Covenants, Rules and Regulations attached as Exhibit "A", which Covenants, Rules and Regulations may hereafter be amended or supplemented, and to cause all family members, guests and other visitors also to comply. Community Owner shall deliver written notice to Resident of Resident's breach of any Covenants, Rules and Regulations and shall allow Resident a period of thirty (30) days following receipt of notice in which to cure any breach, unless otherwise specified.

23. TENANT'S DEFAULT

This Lease and the term and estate granted by this lease are subject to the further limitation that they shall be terminable by Community Owner:

(i) Whenever Resident shall default in the payment of any installment of Rent, Additional Rent, Municipal Service Fee, Resident's pro rata share of any excess real estate taxes or government mandated charges or fees, or any other charge or payment due or payable by Resident under this Lease for any reason whatsoever, on any day upon which the same shall be due and payable, and such default shall not be remedied within five (5) days after Community Owner shall have given to Resident a notice specifying the same; or

(ii) Whenever Resident shall default in the performance of any other obligation, covenant or agreement required to be performed or observed by Resident under this Lease, including the failure to observe the Covenants, Rules and Regulations of the Community, and such default shall continue and not be remedied by Resident within thirty (30) days after Community Owner shall have given to Resident a notice specifying the same or, in the case of a happening or default which cannot with due diligence be cured within a period of thirty (30) days, if Resident shall not institute all steps necessary to remedy same within such thirty (30) day period and promptly and diligently complete such remedies.

24. RIGHT OF RE-ENTRY

Upon the occurrence of any one or more of the events set forth in the preceding paragraph, Community Owner or Community Owner's agents and employees may, without further notice, immediately or at any time thereafter enter upon and re-enter the Homesite, and possess or repossess the Homesite either by summary dispossession proceedings, ejectment, or by any suitable action or proceeding at law, or by agreement, or by force or otherwise. Community Owner may also dispossess and remove Resident and all other persons and property from the Homesite, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Community Owner may have, hold and enjoy the Homesite. Any property of Resident so removed by Community Owner may, in Community Owner's discretion, be stored in a public warehouse or elsewhere at the cost and for the account of Resident, all without service of any prior notice or resort to legal process, and in no event shall Community Owner be deemed to have committed a trespass or otherwise be liable for any loss or damage which may be occasioned by such action. The words "enter" or "re-enter", "possess" or "repossess" as used in this paragraph are not restricted to their legal meaning. In the event of any termination of this Lease under the provisions of the preceding paragraph or otherwise or re-entry under this paragraph or otherwise, Resident shall pay to Community Owner all amounts due and owing under this lease or otherwise, or any other charges or payment due up to the time of such termination of this Lease, or in connection with such recovery of possession of the Homesite by Community Owner, as the case may be.

25. FIRE OR OTHER CASUALTY

In case of damage to the Homesite or Home by fire or other casualty, Resident and/or Community Owner, whichever becomes first aware of such casualty, shall give immediate notice to the other party. Community Owner shall have no duty to undertake the repair and restoration of the Homesite or Home. Resident shall promptly repair any damage to the Home. Resident shall not be relieved of its obligation to pay Rent in the case of damage to the Home as a result of fire or other casualty. If the damage is so extensive that Community Owner decides not to repair or rebuild, then Community Owner shall so notify Resident in writing and Resident shall promptly vacate the Homesite. Upon such vacation by Resident, this Lease shall cease and terminate. The Rent, Additional Rent and Municipal Sewer Fee shall be adjusted to the termination date.

26. WAIVER OF SUBROGATION

To the extent that any loss or damage to the Homesite or the Home is recoverable under an insurance policy in effect and such policy contains provisions permitting such waiver of claims, then each party waives any claim which it has or may have against the other party with respect to such loss.

EMINENT DOMAIN

A. If the entire Homesite is condemned for a public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof by any competent

authority, Community Owner shall have the exclusive right to the award or payment in lieu of an award. Upon the date on which the right to possession shall vest in the condemning authority, Resident's obligation to pay the Rent, Additional Rent and Municipal Service Fee shall cease. In no event shall Resident have any right or interest in any condemnation award or payment in lieu of an award.

B. If part of the Homesite or any portion of the real property comprising the Community shall be acquired or condemned as described in the preceding paragraph, and such partial acquisition or condemnation makes the remaining portion unsuitable for the occupancy of Resident or operation of the Community by Community Owner, in the reasonable opinion of Community Owner, then the term of this Lease shall automatically cease and terminate. The Rent, Additional Rent and Municipal Service Fee shall be adjusted to the termination date.

C. In the event Resident is entitled to any award or payment in lieu of an award as a result of a partial or total condemnation of the Resident's Interest, which in no event shall diminish Community Owner's award, then, and in such event, such payment shall be made to the leasehold mortgagee, if any, (or a trustee for restoration in the case of a partial award), this payment shall not be less than the total award (to which Resident is entitled). In the case of a partial taking, the Resident will rebuild and restore the improvements on the leasehold mortgaged premises, unless the leasehold mortgagee consents to the distribution of the proceeds. In the event the leasehold mortgagee consents to a distribution, any proceeds from such distribution must first be applied toward reduction of the leasehold mortgage debt.

27. NO WAIVER

The failure of either party to insist upon the strict performance of any of the agreements, terms, covenants, conditions, or obligations of this Lease, or to exercise any right, remedy or election described in this lease, shall not be construed as a waiver or relinquishment for the future of such performance or of the right to exercise such right, remedy or election, with respect to any subsequent breach, act, or omission. The manner of enforcement or the failure of Community Owner to enforce any of the covenants, conditions, rules and regulations described in this lease or hereafter adopted against the Resident shall not be deemed a waiver of any such covenants, conditions, rules and regulations.

28. NOTICES

All notices to be given by either party to the other shall be in writing and shall be delivered in person, given by United States regular mail or registered or certified mail, postage prepaid, return receipt requested, or by recognized overnight delivery system such as Federal Express, U.P.S., or United States Postal Service, addressed to the party at the address on page 1 of this lease, or at such other address as the party may specify in a written notice to the party giving notice. All notices shall be deemed given on the date delivered in person, three (3) days after mailing regular or registered mail or one day after deposit with one of the mentioned overnight delivery services. Notice by the parties may be given on their behalf by their respective attorneys.

29. QUIET ENJOYMENT

Community Owner covenants that Resident shall quietly enjoy the Homesite without hindrance or molestation by Community Owner or by any other person claiming rights through Community Owner, subject to the provisions of this Lease.

30. LIENS

If any mechanics' or other liens shall be created or filed against the Homesite by reason of labor performed or materials furnished for the Resident in the erection, construction, completion, alteration, repair or addition to the Homesite or the Home, the Resident shall within thirty (30) days thereafter, at the Resident's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure to do so shall entitle the Community Owner to resort to such remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

31. NOTIFICATION REGARDING OFF-SITE CONDITIONS

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c.253, the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site conditions. Residents may examine the lists and are encouraged to independently investigate the area surrounding this Property in order to become familiar with any off-site conditions which may affect the value of the Property. In cases where a property is located near the border of a municipality, Residents may wish to also examine the list maintained by the neighboring municipality.

32. BROKERAGE

Community Owner and Resident each represents and warrant to the other that it has not employed any broker or agent as its representative in the negotiation for or the obtaining of this Lease, and each party hereby indemnifies and holds harmless the other party from and against any and all cost or liability for compensation claimed by any broker or agent claiming a commission or compensation through it.

33. PRIOR AGREEMENTS; AMENDMENTS

Neither party has made any representations or promises except as contained in this lease. No agreement made after the date of this lease shall be effective to change, modify, discharge or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and

signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

34. CAPTIONS

The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions of the lease.

35. CONSTRUCTION OF LEASE

If any term of this Lease, or its application to any person or circumstance, shall be invalid or unenforceable, then the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of New Jersey.

36. ADDITIONAL DOCUMENTS

In addition to this Lease, the Resident acknowledges receipt and review of the following additional documents:

- A. A completed and executed copy of this Lease;
- B. A copy of the Covenants, Rules and Regulations attached hereto as Exhibit "A";
- C. A copy of the Truth in Renting Booklet.
- D. A copy of the Addendum for Leasehold Mortgages, if applicable.

37 **MEGAN'S LAW STATEMENT:** Under New Jersey Law, the County Prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, Real Estate Licensees are not entitled to notification by the County Prosecutor under Megan's Law and are unable to obtain such information for you. Upon taking possession of the property, the County Prosecutor may be contacted for such further information as may be disclosable to you.

38. ADDENDUM FOR LEASEHOLD MORTGAGES

In the event Resident is mortgaging its interest in this Lease, or any part thereof, to any Leasehold Mortgagee, Resident and Community Owner will execute the Addendum annexed hereto and made a part hereof as Exhibit "B".

ADDITIONAL DOCUMENTS:

39. In addition to this Lease Agreement, the tenant has been given the documents listed below. THIS AGREEMENT SHOULD NOT BE SIGNED BY THE TENANT UNTIL THE TENANT HAS BEEN GIVEN A COPY OF THE FOLLOWING 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) Landlord Registration Act Statement.

(C) A copy of the landlord's Rules and Regulations. They are a part of this lease Agreement. The tenant admits by signing this Lease that the tenant has read them. The tenant admits it is the duty of the tenant to comply with the same.

(D) A copy of the Truth in Renting booklet. (New tenants only.)

(E). Lead Paint Disclosure Booklet. N/A

IN WITNESS WHEREOF, the parties have executed this Lease or caused this Lease to be executed by their duly authorized representatives on the execution date listed on page one of this lease.

COMMUNITY OWNER:
HOMETOWN FAIRWAYS AT MAYS LANDING,

WITNESS:

BY: _____
Its: Authorized Representative

WITNESS:

RESIDENT:

EXHIBIT "A" TO LEASE AGREEMENT

COVENANTS, RULES AND REGULATIONS OF THE FAIRWAYS AT MAYS LANDING AGE-RESTRICTED COMMUNITY

The management of THE FAIRWAYS AT MAYS LANDING AGE-RESTRICTED COMMUNITY (the "Community") has adopted the following covenants, rules and regulations in order to ensure its residents (hereinafter, "Resident" or "Residents") a safe, convenient, and attractive community in which to live. Most of these rules deal with common sense courtesy. Some of the regulations are necessary to comply with New Jersey law. All of the covenants, rules and regulations are intended to promote mutual goals of privacy, safety, comfort and pleasant surroundings. Each Resident is encouraged to make suggestions to the management on any aspect of community life. By the terms of your lease agreement, you have agreed to be bound by these Covenants, Rules and Regulations and any amendments hereto which occur during the term of your lease. Any changes in these Covenants, Rules and Regulations adopted by the Community shall be committed to in writing and distributed to each resident within ten (10) days of their enactment.

A. MANUFACTURED HOME - QUALITY STANDARDS

1. The location and installation of the manufactured home (hereinafter, the "Home") shall comply with applicable governmental ordinances, statutes and regulations.

2. The movement of the Resident's Home into, within and out of the Community shall be done under the supervision of an agent of the Community. The Resident shall give the Community at least forty-eight (48) hours advance notice before moving a Home into, within or out of the Community. Despite such notice, the actual date and time must be agreed upon by the Community and Resident. Resident agrees to follow the Community's reasonable instructions regarding installation or removal of a Home.

3. No Home shall be moved into, or be transferred to a new Resident within the Community unless the size and design thereof is approved in writing by the Community in accordance with the quality standards set forth herein. The Community shall have the right to reject any Home if the same does not meet the reasonable requirements of the Community as to appearance, design and compatibility with the other Homes in the Community. Resident will be responsible for any damage caused to other Homes or property of the Community while Resident moves the Home in, within, or out of the Community.

A copy of the Architectural Controls for the Community is attached. Resident agrees to be bound by those standards.

4. All Homes must continue to meet the standards imposed by all local and state ordinances, laws and regulations, as the same may be amended from time to time.

5. Any construction, installation or modification undertaken on any Home, accessory, equipment or other structure on Resident's Homesite, must be approved in advance by the Community in writing, and must conform to applicable building codes, ordinances, regulations and statutes.

6. All permits required for the installation or removal of a Home shall be obtained by the Resident.

7. No materials or items shall be used to secure the roof of a Home from the elements of nature without the written approval of the Community. Adequate "tie-downs" shall be installed upon entry to the Community, or in any instance of change of ownership where the Home will remain in the Community.

8. No unfinished, unsafe or highly combustible materials may be used for any repair or patch work on the exterior of the Home or in connection with any other improvements to the Homesite.

B. ARCHITECTURAL CONTROLS

The key Architectural Controls to be deed restricted on each Homesite within the Community are as follows:

1. Community Management (the "CM") will control the architectural approvals.
2. All exterior alterations require CM approval including any additions, decks and color changes.
3. No trees can be cut (removed) without CM approval, and no removal of trees will be approved in the 25' setback line to rear yard at the golf course abutment, beyond that removed by the original developer of the Homesite.
4. Individual Residents will be responsible for maintenance of all structures and grounds which are part of their Homesite, such as mowing, fertilizing, and trimming the grass, trimming and maintaining trees and bushes, removal of trash, and structural maintenance. Upon the Resident's failure to maintain such after five days notice, the CM may arrange for such maintenance and may bill the Resident.
5. No fencing will be permitted without CM approval, and none will be approved at rear of property lines abutting the golf course. No exterior clothes lines will be permitted.
6. No new structures can be built, or moved to a Homesite without the architectural and economic value of said structure being approved by the CM.

7. All storage sheds are to be approved by the CM, and in no case situated beyond the 25' rear setback line abutting the golf course.

8. No autos can be parked on the street and no broken autos are allowed parked on driveways for more than five (5) days. No major repairs of vehicles may be performed in driveways.

9. Firewood should be neatly stacked and located in a discreet, appropriate area.

10. Garbage/trash cans - All trash areas must be located within 5' of the Home, and cannot be left on the street or curbside before 6:00 p.m. on the night prior to collection and must be removed during the day of collection.

11. Mailboxes will be of uniform design and provided at cost, by the CM or developer. The location of each mailbox will be as selected by the CM and developer.

12. For Sale or For Rent signs are prohibited with the exception of one 8" by 12" "For Sale" sign allowed to be placed in a window of the Home.

13. No boat, truck, commercial vehicle, campers, trailers or recreational vehicle may be parked overnight or stored on residential property. The CM will have a list of locations to park such vehicles.

C. USE OF MAYS LANDING COUNTRY CLUB GOLF COURSE

Each Resident is offered the right to use the Mays Landing Country Club Golf Course (the "Golf Course"), which is a public golf course owned by Mays Landing Country Club, Inc. The Community Owner has no financial or ownership interest in or to the Golf Course. Each Resident has the right to use the Golf Course at the discounted rates provided below; provided, however, that all memberships, equipment, and tee times for Residents shall be subject to availability on the same and non-discriminatory basis as to members of the general public.

Discounts:

1. Twenty percent (20%) off annual membership for weekday play after 11:00 a.m.
2. Ten percent (10%) off weekday rates at anytime during the day for golf fee and cart rental;
3. Ten percent (10%) off weekend rates after 1:00 p.m. for golf fee and cart rental; and
4. Ten percent (10%) off annual membership for play at any time.

D. STORAGE SHEDS

1. Construction and location of storage sheds must be approved by the Community in writing in advance of construction or installation.
2. Each Homesite shall be permitted one (1) storage shed, which shall be constructed with materials approved by the Community. The Community may waive the requirement for approval of materials for pre-existing structures in good condition.
3. There shall be no sleeping facilities within storage sheds.
4. All storage sheds must be properly anchored as determined by the Community.
5. Any damage caused by storage sheds will be the sole responsibility of the owner of such storage shed. The costs for repairs due to damage caused by any storage shed shall be added to and become part of the charges to be paid by Resident under Resident's lease agreement.

E. FENCES

No fences are allowed on individual Homesites.

F. MAINTENANCE OF HOMESITE AND HOME

1. Resident, at Resident's sole cost and expense, shall maintain the Home, Homesite and all sheds, decks, garages and other improvements, in a clean, neat and attractive condition pursuant to the requirements of the Community. Resident shall neither encumber nor obstruct the sidewalks, driveways or yards, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. In the event Resident fails to do so, Community, at its option and upon five (5) days prior written notice, may take such steps as are necessary to provide the necessary maintenance, and all expenses incurred by the Community in so doing shall be paid by Resident on the next Rent payment date following submission to Resident of a statement for such charges.
2. All trash, debris, brooms, ladders, building materials or similar items shall be kept out of sight. Trash shall be removed at regularly scheduled intervals as specified by the Community at no cost to the Resident. Trash shall be placed in suitable containers. Resident, at its sole expense, shall arrange for the removal of large items of trash. The Community shall determine which trash items is the responsibility of the Resident.
3. All bicycles shall be kept in neat order on the Homesite. If any such items are found in vacant homesites or on the streets, they may be removed by employees of the Community, and unless claimed by Resident within five (5) days, may be disposed of by the Community in its sole discretion.

4. All lawns, shrubs, trees, paving and other landscaping installed by the Resident becomes part of the Community and shall remain upon the Homesite at the termination of the lease unless written approval of the Community is otherwise obtained. The Community shall approve all landscaping plans for the purpose of protecting underground utility lines, pipes, and cables, and the general safety of the residents of the Community.

5. Grass or other ground cover, excluding shrubs, bushes, trees and flowers, shall not be permitted to exceed three (3) inches in height.

G. AUTOMOBILES

1. Residents shall observe speed limits posted within the Community.

2. Parking:

(a) Guest and visitor vehicles must be parked in designated areas marked by the Community. Residents are responsible for guests and visitors complying with this requirement.

(b) No vehicles may be parked in or on common areas except as specifically authorized by the Community.

(c) Illegally parked vehicles may be removed, in the discretion of the Community, at the risk and expense of the vehicle's owner.

(d) No motorized vehicle shall be parked upon the grass.

(e) No Resident shall park, or allow to be parked, any vehicle within 10 feet of any mailbox; within 25 feet of any construction site in the Community; within 5 feet of a fire hydrant; or within 10 feet of any intersection or traffic control sign or device within the Community. These minimum distances may be increased as local codes require.

3. Other than guests and visitor vehicles described in subparagraph 2(a), above, only registered vehicles shall be allowed within the Community. Residents must register each vehicle to be kept within the boundaries of the Community with the office of the Community. Vehicles without valid, current license plates must be removed by the Resident within forty-eight (48) hours of the expiration of the license. Community may, at its discretion, remove any vehicles with expired licenses and assess the cost of removal against the Resident.

4. Only drivers with valid driver's licenses may operate motor vehicles within the Community.

5. Mechanically inoperable vehicles will not be allowed within the Community. Community may, at its discretion, remove any such vehicles on giving forty-eight (48) hours written notice to Resident and assess the cost of removal against the Resident. Such charges shall be paid with the next community fee payment after submission of a statement of charges.

6. There shall be no overnight sleeping in vehicles within the Community, including campers or camping trailers.

7. Toters, trucks (other than pick-up trucks not exceeding one (1) ton carrying capacity), construction and farm equipment shall not be stored, parked or kept within the Community or on any Homesite. In the event it becomes necessary for the Community to remove any of the prohibited vehicles, all charges for such removal shall be paid by the Resident with the next Rent payment after submission of a statement of charges.

8. Any vehicle which drips oil or gasoline shall be repaired immediately by the Resident who is responsible for such vehicle being in the Community, and any damage caused by dripping oil or gasoline shall be cleaned and repaired by the Resident. If Resident fails or refuses to make the repairs, Community may do so at its option and assess the costs against the Resident, which shall be paid with the next Rent payment after submission of a statement of charges.

9. The immobilization of any vehicle for major repair or overhauling is prohibited everywhere within the Community.

10. Recreational vehicles, boats, and trailers are not permitted to be parked in the Community. For purposes of loading and unloading personal property, such vehicles can be brought into the community as long as they are not parked more than one night. No person or persons may sleep in or live in any type of recreational vehicle within the Community and under no circumstances shall a recreational vehicle be attached to water and sewer connections.

H. MOTORCYCLES

Motorcycles must conform to the rules for automobiles set forth in Paragraph G, above.

I. ANIMALS

Animals may be kept in the Community only with the WRITTEN PERMISSION of the Community, which must be obtained prior to bringing the animal onto Resident's Homesite. Animals shall be inoculated and licensed according to all applicable laws and regulations, and shall wear license tags at all times, if required by local law, and shall be leashed or kept within the confines of the area of Resident's Homesite. Animals are not allowed to be tied up and left unattended on the Homesite. Animals are allowed off-site in common areas of the Community only when on a leash. Under no circumstances shall pets be allowed in common areas of the Community specifically posted against pets, such as swimming pools, clubhouses, and similar facilities as designated by the Community. Resident shall be responsible for the immediate removal of all pet litter from the Resident's Homesite or any other location within the

Community where littering has occurred. No temporary pet sitting or care of non-resident owned animals is permitted. Noisy, unruly, or dangerous animals, or those which receive excessive complaints from Community residents, must be removed from the Community on reasonable notice to the Resident affected. No animal which has been removed from the Community under this Rule shall thereafter be permitted within the Community without specific written permission of the Community obtained in advance. A fee of \$_____ per month shall be charged for each animal and each animal must be registered and identified as to owner in the Community office. All animals must be house pets, and may not be considered dangerous.

J. HEATING

All Homes must be heated with natural gas or electricity. No oil, bottled gas, kerosene, gasoline, or other flammable or explosive agents are permitted on the Community premises. Outside gas grills will be permitted.

K. WATER/WATER PIPES

1. Resident may not waste water by leaving hose or sprinklers unattended for unreasonable periods. The cost of any waste shall be the responsibility of the Resident.

2. Resident must wrap all water lines with thermo tape to prevent freezing. Any damage resulting from frozen water pipes is the responsibility of the Resident.

L. UTILITY METERS AND CONNECTIONS

Resident may not tamper with or disturb meters, switch boxes or utility connections.

M. TV ANTENNAS

No TV antennas are allowed because cable TV is available for each Homesite. Any other antennae must be approved in writing by the Community in advance of installation.

N. FIREWORKS

Fireworks are prohibited.

O. FIRES

No open fires are allowed within the Community (charcoal and gas grills will not constitute an open fire).

P. SALE OF HOME

Resident acknowledges that the sale of the Home does not include a transfer of the Homesite to the Buyer unless the Resident's Lease Agreement is assigned to the Buyer with the

Community's consent, which consent may be withheld in the sole judgment of the Community Owner, as provided in the Lease Agreement.

Residents shall be permitted to install one 8" by 12" "For Sale" signs on the inside of a window.

Q. OUTSIDE CONSTRUCTION

1. Any construction or repair to anything other than home fixtures must be approved in writing in advance by the Community.

2. No construction company may perform any service within the Community, unless they have reported to the manager of the Community for clearance. The Community will require all contractors, repairmen, maintenance and landscaping personnel to have proper workmen's compensation and liability bonding insurance coverage for the purpose of protecting the persons and property and Residents of the Community.

3. All garage facilities attached to residences must be used solely for the purpose of storing vehicles and personal property. Residents are strictly prohibited from converting any garage facility into living space at any time.

R. NOISE

Residents are expected to conduct themselves as responsible adults, and to give due respect to the rights of other Residents of the Community. In keeping this goal, no unusually loud or boisterous behavior or noise levels will be tolerated from any Resident. Radios, stereos, televisions, and conversations shall be kept at a level low enough so as not to disturb any other Resident.

S. BUSINESSES

No commercial enterprise or business of any type or nature shall be conducted by Residents in the Community without the prior written approval of the Community, nor shall advertising materials be distributed or posted by Residents within the Community without Community's written approval. This restriction applies to the delivery of hand bills of any nature whatever, although Community shall have the right to distribute written materials to Residents. It is expressly agreed that Resident recreational and social or news organizations may distribute any written material of a non-commercial nature provided such writings are also given to the Community.

T. NEGLIGENCE

Any damage caused by any Resident, or his guest, visitor, agent, employee, representative, contractor, assignee, or sub lessee, or any damage caused by any Resident's

property to the person or property of another person in the Community, will be the sole responsibility of the person causing the damage, or owning the property causing the damage.

Resident indemnifies and agrees to hold Community harmless from any and all actions, demands, claims, and other liabilities of whatever type and nature, including attorney fees, that may be asserted against Community by any Resident or third person who is damaged by any Resident or his property.

U. COMMON AREA DECORUM AND CONDUCT

The Community has separate rules and guidelines for behavior and conduct of Community residents, visitors and guests within the common areas such as swimming pools, clubhouses and recreational facilities. These rules are posted in each common area where they are applicable and they may be changed from time to time by the Community as the convenience, safety and welfare of the Community requires. When the rules are changed, they will be changed in writing and posted in the common area where they are applicable. The Community will undertake to make the common areas and the recreational facilities of the Community conveniently available and open to the Residents at reasonable times.

Residents are responsible for the behavior and conduct of all minor children visiting the Resident, and for the conduct of their visitors and guests. Repeated or serious violations of conduct and decorum rules applicable to common areas by Residents, their children, visitors or guests, are grounds for termination of the Lease agreement. Violation of any law or governmental regulation within common areas of the Community shall also constitute grounds for termination of the Lease agreement.

V. PRE-QUALIFICATION STANDARDS

Applicants for Community residency are required to provide suitable references from previous community operators or landlords on request of the Community. Residential applicants may be required to demonstrate a financial capability to pay Rents' and charges and the financing costs of their Home. All Residents are required to submit an Application for Residency in the Community prior to entering the Lease agreement.

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:

1. Name of Mobile Home Community: The Fairways at Mays Landing

Physical Address of Mobile Home Community: 1801 Cates Road

Mays Landing, NJ 083330

3. Mailing Address of Mobile Home Community: 1801 Cates Road

Mays Landing, NJ 083330

4. Name and address of owner of the Mobile Home Community: Hometown America, LLC
150 North Wacker Drive Chicago, ILL 60606

5. Name and address of the Managing Agent of the Community Hometown America, LLC
150 North Wacker Drive Chicago, Ill 60606 Chicago, Ill 60606

6. In the event of an emergency during business hours: 609-677-9070

7. In the event of an emergency after business hours 911

Tenant Print Name: _____

Signature: _____ Dated: _____

Tenant Print Name: _____

Signature: _____ Dated: _____



TENANT REGISTRATION FORM
Tenant Information

Tenant Name: _____
Birth Date: _____
Social Security Number #: _____
Driver's License #: _____

Tenant Name: _____
Birth Date: _____
Social Security Number #: _____
Driver's License #: _____

Tenant Name: _____
Birth Date: _____
Social Security Number #: _____
Driver's License #: _____

Tenant Home Phone Number: _____

Tenant Mobile Phone Number: _____

Tenant Work Phone Number: _____

Occupant Information: Number of Occupants: _____
Occupant Name: _____
Birth Date: _____
Social Security Number #: _____
Driver's License #: _____

Occupant Name: _____

Birth Date: _____

Social Security Number #: _____

Driver's License #: _____

Emergency Contact Information

Contact Name: _____

Address: _____

Phone Number: _____

Home Information

Description of Home: Ritz-Craft VIN: _____
Make of Mobile Home: _____ Year: _____
Size: L _____ W _____ Room: _____ Room: _____ Room: _____
Washer: _____ Dryer: _____

A COPY OF THE TITLE MUST BE PROVIDED.

Pet Information

Name: _____ Type: _____ License #: _____

*A COPY OF THE LICENSE, VACCINATION RECORDS AND PHOTOGRAPH OF THE
PET MUST BE PROVIDED WITH THIS FORM.*

Vehicle Information

Make: _____ Model: _____ Year: _____

License Plate: _____ State Registration: _____

Insurance Information

Company Issuing: _____

Policy Number: _____ Amount: \$ _____

Policy Period: _____ Coverage for Pet: _____

Coverage for heating with Tank: _____

*A COPY OF THE CERTIFICATE OF INSURANCE MUST BE PROVIDED TO THE
LANDLORD WITH THIS FORM.*

**THIS REGISTRATION FORM MUST BE COMPLETELY FILLED OUT TO BE
IN COMPLIANCE WITH THE LEASE AGREEMENT AND THE RULES AND
REGULATIONS.**

The undersigned represents that all statements made in this registration are true and correct. The management has permission to verify any and all information offered on this registration.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____