

CRESTWOOD VILLAGE CO-OP FOUR, INC.
INDEPENDENCE HALL, 15E MOCCASIN DRIVE, WHITING, NJ 08759

PROPRIETARY LEASE

THIS AGREEMENT made this 00th day of MONTH 2023, between: CRESTWOOD VILLAGE CO-OP FOUR, INC., a non-profit corporation of the State of New Jersey, with its principal office at Independence Hall, 15E Moccasin Drive, Whiting, Ocean County, New Jersey, hereinafter referred to as "Co-op", and

NAME

residing at:

ADDRESS, WHITING, NEW JERSEY 08759

hereinafter referred to as "MEMBER".

WHEREAS, the Co-Op was formed for the purpose of acquiring, erecting, owning, and operating a senior citizens cooperative housing project to be located in Manchester Township, Ocean County, New Jersey hereinafter referred to as "Co-Op" with the intent that its members shall have the right to occupy dwelling units therein, pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Member is the owner and holder of a Membership Certificate in the CO-OP: xxxx.

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration to each of the parties paid by the other, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements herein contained, the Co-Op hereby leases to the Member, and the Member hereby hires and takes from the Co-Op, dwelling unit No. 000000.

TO HAVE AND TO HOLD said dwelling unit unto the Member and his successors, pursuant and subject to the terms and conditions set forth herein, the Certificate of Incorporation and By-Laws of the Co-Op, and any rules and regulations of the Co-Op now or hereafter adopted.

ARTICLE 1. MONTHLY CARRYING CHARGES

SECTION 1. Scope of Carrying Charges;

The Member agrees to pay to the Co-Op a monthly sum, hereinafter referred to as "Carrying Charges" equal to one-twelfth (1/12) of the Member's proportionate share of the sum required by the Co-Op as estimated by its Board of Trustees, to meet the annual expenses of the Co-Op including but not limited to the following items;

- (a) The cost of maintaining the Clubhouse, dwelling units (exterior repairs), lawns (mowing, fertilizing, liming), and streets, the cost of bus service, snow clearing and garbage removal;
- (b) All real estate taxes levied against the Co-Op lands which the Co-Op is obligated to pay;
- (c) The cost of fire and extended coverage insurance for the real and personal property of the Co-Op, personal and property liability insurance, and such other insurance as shall be deemed necessary by the Board of Trustees;
- (d) The cost of furnishing any electricity to the Co-Op which is not registered upon individual meters in the dwellings occupied by the Members;
- (e) All reserves established by the Board of Trustees, including general operating reserves and reserves for replacements;
- (f) The estimated cost of such repairs, maintenance and replacement for the Co-Op property, which the Co-Op is obligated to provide;
- (g) Any other expenses of the Co-Op approved by the Board of Trustees.

The carrying charges referred to herein are intended to include the cost of normal items of maintenance and replacement caused by ordinary wear and tear and minor damages only.

SECTION 2. Commencement of Payment

The said carrying charges shall commence and become due and payable by the Member upon acceptance of membership. The initial payment shall be prorated for the unexpired term of the initial month following such acceptance. Thereafter, the Member shall pay carrying charges in advance on the first day of each succeeding month.

SECTION 3. Amount of Carrying Charges

The Board of Trustees shall determine the amount of the carrying charges from time to time and shall have the right to increase same. Until further notice from the Co-Op, the monthly charge for the above-mentioned dwelling unit shall be \$000.00. The aforesaid carrying charges are predicated upon estimated current expenditures. In the event that it is established to the satisfaction of the Board of Trustees of the Co-Op that there has been a material increase in any of the aforesaid items, or any other cost or expense, then and in such event, the Board of Trustees shall have the right to increase the monthly carrying charges proportionately.

SECTION 4. Lien

By virtue of this Agreement, the Member grants to the Co-Op a first and paramount lien encumbering this Agreement and the Membership Certificate issued simultaneously herewith, pursuant to the provisions of ARTICLE III, Section 6, of the By-Laws of the Co-Op.

ARTICLE II. OCCUPANCY OF PREMISES

SECTION 1. Persons

The premises referred to herein shall be permanently occupied by not more than three (3) persons, at least one of whom shall be a Member of the Co-Op, and all of whom shall be over the age of nineteen (19) years and approved for occupancy by the Board of Trustees. In addition to the foregoing and subject to the approval of the Board of Trustees, any person may be permitted occupancy for a period of not more than fourteen (14) days. Notwithstanding the provisions of this Section, an overnight guest shall be permitted without the consent of the Board of Trustees.

SECTION 2. Uses

The dwelling unit referred to herein shall be used for residential purposes only and the occupants thereof may enjoy the use, in common with the other occupants of the Co-Op, of all property and facilities of the Co-op, subject to the terms and conditions of this Agreement, the By-Laws of the Co-Op and such rules and regulations as the Board of Trustees may adopt. Business, commercial, and professional uses of any nature are prohibited. Two (2) domestic pets may be permitted to occupy the premises subject to such rules and regulations as may be adopted by the Board of Trustees.

No signs of any nature shall be permitted in windows or upon the exterior of any dwelling unit or grounds, except that a small unlighted sign containing the name of the occupant of a dwelling unit may be permitted.

Members shall not permit nor suffer anything to be done or kept upon the said premises which shall increase the rate of insurance of the dwelling building or any other building; or which shall obstruct or interfere with the rights of other occupants or annoy them by unreasonable noise or otherwise; nor shall the Member commit or permit any nuisance on the premises, or commit or suffer any immoral, or illegal acts to be committed thereon. The Member shall comply with all of the requirements of the Board of Health and of all governmental authorities with respect to the said premises. Any violation of the provisions of the Section shall constitute a default.

SECTION 3. Obligations of Occupancy

The Member expressly agrees that all occupants of the dwelling unit referred to aforesaid shall be subject to all of the terms and conditions of this Agreement, the By-Laws and such rules and regulations as the Board of Trustees may adopt, which are applicable to occupancy. The Member agrees that he shall be responsible for the adherence to all rules, regulations, and By-Laws by the occupants of the Member's dwelling unit. Any violation of this Section by any occupant shall be deemed to be a default by the Member.

ARTICLE III. SUBLETTING

Member shall not assign or transfer the Membership and/or the Proprietary Lease and shall not lease or sublet the dwelling and shall not rent any rooms of the dwelling unit. Violation of any provisions of this Article shall constitute a default.

ARTICLE IV. TRANSFERS

The member shall not transfer, assign, or sell his rights and interest in this Agreement except as provided in the By-Laws of the Co-op.

ARTICLE V. MANAGEMENT, TAXES, AND INSURANCE

The Co-op, through the Board of Trustees, shall provide for all necessary management operation and administration of the Co-op, provide for the payment of all taxes or assessments levied against the Co-op, and procure fire insurance, extended insurance coverage, personal and property liability insurance and such other insurance as the Board of Trustees may deem advisable. The Co-op shall not, however, provide insurance as to the Member's interest in a dwelling unit, his personal property therein or the appliances contained therein.

It shall be the responsibility of the lessee herein, at the time of the execution of the within lease, to provide liability insurance coverage for the interior of the leased premises, and furnish to the lessor herein a copy of the policy.

ARTICLE VI. UTILITIES

The Co-Op shall provide for water and sewer facilities to the dwelling units in accordance with the standards set by the Department of Public Utilities. The cost of these services and the cost of heating, cooking, and lighting services as registered on individual meters of each Member shall be borne by each Member.

ARTICLE VII. REPAIRS

The Co-Op shall provide for and bear the cost of all necessary repairs, maintenance and replacements of all common facilities, common grounds, and exteriors of all dwelling units, **excluding windows, exterior doors, garage doors, patio, patio enclosures, attic fans, tubular skylights or any other addition or alteration and aluminum siding of the building damaged by shrubs and bushes which the tenant failed to keep trimmed.** In the event such repairs, maintenance or replacements shall be necessitated due to the negligence or misuse of a Member, such Member shall be liable for the cost of such repair, maintenance, or replacement.

Each Member shall be responsible for all repairs, maintenance, replacements, or decorations in the interior of the apartment unit.

The Member agrees to maintain the interior of the premises in a state of proper repair and agrees to permit any duly authorized representative or designee of the Co-Op to inspect the premises upon reasonable notice.

In the event the Member shall fail to effect all necessary repairs, maintenance or replacements as set forth in this ARTICLE, in a manner satisfactory to the Co-Op, then and in such event the Co-op may provide for such repairs, maintenance, or replacements, and add the cost thereof to the Member's carrying charges for the succeeding month. The failure of the Member to reimburse the Co-op for such expenditure pursuant to this ARTICLE shall constitute a default.

ARTICLE VIII. ALTERATIONS

The Member, without the written consent of the Board of Trustees, shall not make any structural alterations in the premises, in the water pipes, electrical conduits, plumbing, walls, or other facilities connected therewith nor shall the Member remove any additions, improvements or fixtures from the premises.

In the event this Agreement shall be terminated for any reason whatsoever, then and in such event, alterations and additions and improvements shall become the property of and be surrendered to the Co-Op.

The Member shall not install or use any air-conditioning equipment, electrical heaters, heavy power tools, or any other electrical appliance in the dwelling unit, without the prior written consent of the Board of Trustees. The Member agrees that the Co-Op shall have the right to request removal of any such equipment at any time, and that failure of the Member to remove such equipment upon request shall constitute a default.

SAMPLE

ARTICLE IX. GROUNDS

The Member acknowledges that the leased premises consist only of the dwelling unit mentioned aforesaid. The grounds adjacent to the leased premises may be planted or cultivated by the Member subject, however, to the rules and regulations of the Co-Op.

ARTICLE X. DEFAULT

The Member shall be deemed to have breached this Agreement and to be in default thereof upon the occurrence of any of the following:

1. The failure to pay the monthly carrying charge or any other charge which the Member is or may be obligated to pay unto the Co-Op, and which failure shall continue for a period of thirty (30) days.
2. A Violation of any of the provisions of this Agreement, the By-laws or any rules or regulations adopted by the Board of Trustees.
3. An adjudication that the Member is a bankrupt; a general assignment by the Member for the benefit of creditors; the property of the Member or the Membership Certificate or proprietary lease owned by the Member is subject to receivership order, which order is not vacated within thirty (30) days; or if the Membership Certificate or proprietary lease is under levy for five (5) days.
4. A Member shall engage in conduct deemed objectionable by the Co-Op.

Upon the happening of any of the events referred to here in above, the Co-Op shall have the right, upon twenty (20) days written notice to terminate this Agreement and the Membership Certificate and all rights and privileges accruing there under, unless the Member shall have cured the default in a manner deemed satisfactory to the Co-Op. Upon the termination of this Agreement, the Member's right to possession of the apartment unit aforesaid shall immediately cease, the Member shall promptly surrender the proprietary lease and his Membership Certificate to the Board of Trustees of the Co-Op, the Co-Op shall have the right to re-enter the apartment unit and remove all persons and personal property there from, either by summary dispossession proceedings or by any other proceedings which the Co-Op may institute pursuant to the laws of New Jersey, and the Co-Op shall have the right to make such repairs to the apartment unit as the Board of Trustees may deem necessary to restore the premises to a suitable living condition, including but not limited to repainting, carpet cleaning, retiling and other repairs. The Member shall be personally liable for all expenses incurred by the Co-Op pursuant to this ARTICLE.

The Member hereby expressly waives any and all notices and demands for possession required pursuant to the laws of New Jersey, and hereby expressly waives any and all right of redemption provided for by the laws of New Jersey.

The words "enter" and "re-entry" as used in this Agreement are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Member of any of the covenants or provisions thereof, the Co-Op shall have the right of injunction and the right to invoke any remedy allowed by law or in equity as if the re-entry, summary proceedings and other remedies were not provided for herein.

In the event the Member shall fail to deliver the proprietary lease and the Membership Certificate to the Board of Trustees of the Co-Op pursuant to the provisions of this ARTICLE, then and in such event, the Secretary of the Co-Op at the direction of the Board of Trustees shall have the right to cancel the said proprietary lease and Membership Certificate and make the appropriate notation on the records of the Co-Op.

The failure of the Co-Op to avail itself of any of the remedies provided for pursuant to this Agreement, shall not constitute a waiver nor destroy the right of the Co-Op to avail itself of any such remedies for said breach or any other breach on the part of the Member. The exercise of any and all rights and remedies as provided for herein with respect to any default shall not preclude or affect the subsequent exercise of such rights and remedies provided for herein and in the By-Laws, at a future time and for a future default. The rights and remedies provided for in this Agreement and in the By-laws shall be cumulative.

ARTICLE XI. PARTIAL OR TOTAL DESTRUCTION OF PREMISES

In the event all or part of the leased premises shall be damaged or destroyed by fire or other casualty, the Co-Op shall cause the said leased premises to be rebuilt, restored or repaired as expeditiously as possible, and all obligations created pursuant to this lease shall continue at all times to remain in full force and effect. In the event of the total destruction of the leased premises however, the carrying charges shall cease until such time as the dwelling unit is ready for occupancy, at which time, carrying charges shall again accrue.

ARTICLE XII. NOTICES

Whenever the provisions of law, the By-laws of the Co-Op or the terms of this Agreement require notice to be given to either party hereto, such notice shall be given in writing by depositing same in a post office or letter box by regular mail (unless the provisions referred to above shall either allow for personal delivery or shall require that mailing be by Certified Mail, return receipt requested) addressed to the party to whom notice is to be given, at the address of the party as same appears in the books of the Co-op and the time when same shall be mailed shall be deemed to be the time of the giving of such notice.

ARTICLE XIII. LATE CHARGES

The Member expressly agrees that in addition to all other sums that shall become due pursuant to the terms of this Agreement, the Co-Op shall have the right to impose a late charge, (subject to change by the direction of the Board of Trustees), for payment of carrying charges not received by the 15th of the month they are due. If payment is not received by the end of the month, a one percent (1%) interest charge will be applied to any unpaid balance at the end of each month.

ARTICLE XIV.

No representations other than those contained in this Agreement, the Certificate of Incorporation and the By-Laws, shall be binding upon the Co-Op.

ARTICLE XV. CAPTIONS

Captions referred to herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of this lease nor the intent of any portion thereof.

ARTICLE XVI. COMPLIANCE WITH ALL RULES OF THE CO-OP

The Member expressly agrees that he shall preserve and promote the principles upon which the Co-op has been founded, abide and be bound by the Certificate of Incorporation, the By-Laws, all rules and regulations of the Co-op and any amendments thereto, and by his acts of cooperation with the other Members and occupants, bring about for himself and his co-members a high standard in home and community conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed the day and year first above written.

CRESTWOOD VILLAGE CO-OP FOUR, INC.

Attest:

By _____
Secretary

By _____
President

Witness:

By _____

By _____
Member

By _____
Member