

EASTLAWN LOT LEASE CONTRACT

ELN, LLC, hereinafter referred to as "Landlord" does hereby lease to **ONLY** the following named resident(s)

hereinafter referred to as "Tenant" a mobile home Lot located at: 2900 Grand Avenue, Eastlawn Mobile Park, Lot #_____, Kearney, Nebraska, hereinafter "Lot", "Park", or "Premises. Tenant understands no one else can move in. _____ Initials (Tenant).

1. **TERM:** The term of this contract shall be on a month to month basis beginning on: _____.
2. **RENTAL PAYMENT:** Rent shall be \$420 plus pet fee \$____ (see below) per month and may be adjusted from time to time by Landlord with 60 days written notice to Tenant. Rent is payable in advance to **ELN, LLC, 206 Center Avenue, Westwood, NJ 07675** and due on or before the First Day of each month and delinquent after the _____ day of the month. A late charge of 5% will be assessed each month for any delinquent rent. Any and all checks returned from the bank as uncollectible or insufficient funds are subject to an additional Thirty Five (\$35.00) charge plus all late fees. Any and all charges shall be paid concurrently with rent as rent. Failure to sign this lease does not relieve the Tenant of obligations under this lease. By choosing to remain in the community as a tenant after June 1, 2021, Tenant agrees to abide by all terms of this lease and agrees that any prior leases are replaced by this lease. If Tenant does not agree to abide by all terms of this lease, then Tenant is hereby notified that they are to remove themselves and their possessions from the community prior to June 1, 2021.
3. **NEW TENANT SECURITY DEPOSIT:** For first time tenants (non-renewal), a security deposit of \$_____ shall be deposited with the Landlord. Upon vacating, Tenant shall request in writing to the New Jersey office the return of such security deposit detailing the forwarding address it is to be returned to. Providing Tenant has performed all of Tenant's contractual obligations under this contract and Tenant has sent written 30 day Letter of Termination of Lease to New Jersey address (see Paragraph #12, Page 2), Landlord shall return such deposit within 30 days of receipt of such written request.
4. **MAIL KEYS:** Prior to occupancy, Tenant will receive a mail key for a \$10 deposit. A fee of \$10 will be charged for each additional key requested by Tenant.
5. **NOTICE:** Any notice required or permitted hereunder shall be in writing and sent to the other party by United States mail to the above addresses of the Landlord and Tenant, or posted on the door of last known address.
6. **TERMS DEFINED:** Eastlawn Mobile Home Park, also sometimes known as "Park". The "Owner" of the park is ELN, LLC. "Manager and Management" shall mean the current manager or any other person designated by the Owner.
7. **MOVE OUT:** No mobile home will be removed except under the supervision of the Park Management and in the manner consistent with the Move Out Check List and Policy, which is attached hereto or posted at the East Lawn on-site office, and incorporated by this reference and agreed to by all parties. Tenant also agrees to have purchaser of the home abide by the Move Out Check List and Policy and be responsible to see that such is adhered to.
8. **PETS:** No pets are to be kept or maintained on the premises without prior approval of Park Management. There is an \$18 fee per animal per month payable as rent. Such pets shall not be greater than 20 lbs., shall have a tag identifying its owner, and shall not be outside except if being walked on a hand held leash held by the owner, who must be at least 18 years of age, or in a properly constructed chain link pen sufficient to keep pet contained. Thirty-three (\$33) dollars per month will be charged for each pet that exceeds 20 pounds. No Tenant is permitted to have in excess of four pets in their home. Pets that make excessive noise as determined by your neighbors and/or Management shall not be permitted to remain in the park, and Tenant agrees to be fined for any complaints due to noise. No vicious animals shall be allowed in the Park. Pit bulls, rottweilers, wolves, dobermans, or any partial breed of the previously mentioned are absolutely not permitted in Eastlawn. Tenant must clean up after their pets by placing refuse in a sealed container and disposing of in the trash container. If Management determines that your pet has not been properly cleaned up after, Management may do so and charge thirty (\$30) each time such service is needed and/or fine the Tenant. Pets are a privilege and not a right in the community. Only preapproved cats and dogs are allowed in Eastlawn. No other type of pets are allowed unless approved in writing by management.

7. SAFETY AND GOOD NEIGHBOR: Tenant shall not interfere with the quiet enjoyment of the property by other residents. Parents and/or Guardians are responsible for the actions of their children at all times. Children must never be allowed to play on the streets or sidewalks, and the streets and sidewalks must be kept free of bikes, wagons, toys, and other obstructions at all times. Loud parties, excessive noise, unbecoming conduct, public use of liquor, or intoxication is cause for immediate expulsion or eviction of the offending party. The speed limit in the park is 10 m.p.h. on all streets and at all times. CHILDREN LIVE HERE.

10. BUSINESS ACTIVITIES: Unless otherwise agreed in writing, no business activities will be allowed in the Park, nor will there be allowed any advertising or signs displayed to that effect. No signs, such as "FOR SALE", "FOR RENT", etc., are to be displayed outside the mobile home.

11. ASSIGNMENT AND SUBLETTING: This contract may not be assigned nor the premises sublet or otherwise transferred. Tenant may not sublease the trailer to any other party.

12. TERMINATION OF RENTAL CONTRACT: Either the Landlord or Tenant may terminate this rental contract for any reason by giving at least thirty (30) days written notice to the other party. The 30 day notice must coincide with the rental period from the first of the month to the first of the following month. If Tenant terminates this contract, they will continue to be responsible for all future rents until a new Tenant approved by the Landlord in writing is accepted and begins to pay rent or the home is removed from the Lot in accordance with the Move Out Checklist.

13. OCCUPANCY: Unless otherwise agreed to in writing, the mobile home shall be occupied by only the Tenant(s) contained herein. Landlord, at his discretion, may remove any unauthorized occupant as a trespasser. Should the unauthorized occupant refuse to leave upon Landlord's request, Tenant agrees to pay an additional rent in the sum of twenty (\$20) dollars for each day, or portion thereof, the unauthorized occupant remains on the property. A No Trespassing Notice will be served, which may result in a fine up to \$500 and four months in jail.

14. MAINTENANCE AND CARE OF PREMISES: Tenant has inspected the Lot and accepts the same as suitable for the purposes for which they were rented. Tenant agrees that they are responsible for all pipes and sewer lines above ground level, and agrees to maintain them free from all leaks. Tenant is further responsible to maintain a working sewer line from the house to the main. Tenant agrees to check and maintain or replace their heat tapes under their homes regularly and before each potential freeze season so as to keep their pipes and meters from freezing. Tenant shall maintain the Lot and their trailer in a clean, neat, and undamaged condition and to keep all walks, steps, driveway steps, porches, or other areas on the Lot free from snow, ice, trash, exercise equipment, couches, tires or any other personal belongings. Tenant agrees to be responsible to make sure the steps and railings to the mobile home are safe at all times and maintain them in compliance with laws and rules. Tenant shall comply with all obligations of the local building and health codes. Tenant shall comply with all State Statutes and City Ordinances, which are applicable. Management and utility companies must be notified prior to Tenant driving rods, stakes, pipes, or digging on the Lot. Tenant shall not alter the Lot or their mobile home by adding clothes drying lines, fences, additions, outbuildings, or antennas without prior written permission from Landlord. Tenant agrees to exercise reasonable care in the use of the Lot and to maintain and redeliver the same in a clean and safe condition free from damage, unsightly debris, equipment, or décor. Tenant agrees to pay for all repairs, replacements, and maintenance caused by his misconduct or negligence, that of the Occupants, of his licensees and invitees, including without limitation charges to clear sewer stoppages caused by their negligence and, at Landlord's option, such charges shall be due and payable immediately or shall be regarded as additional rent to be paid no later than the next rent due date following such repairs. Unless otherwise agreed to in writing, Tenant agrees to mow and trim the yard adequately and to trim trees and shrubs on a regular basis. Tenant is responsible to have an insured tree professional remove any branches or trees within reach of Tenant's home that Tenant deems dangerous at Tenant's expense. If lawns are not maintained, Landlord may provide the gardening service and Tenant agrees to pay \$45 (forty five dollars) each time the Lot is mowed or cleaned with his next month's rental payment plus any other charges as rent. Lawn is to be maintained at 4" or less. Properly installed 4' high chain link fences are the only fences allowed. Tenant agrees to keep their home clean, power washed, and painted. Roofing and shutters are to be attractive and free of damage. Broken shutters must be replaced.

15. TRAMPOLINES: Trampolines are not allowed on Eastlawn property. If a trampoline exists on Eastlawn property after 9/1/15, there will be \$75 per month added to the rent owed at that lot. Management reserves the right to require the trampoline be removed even if the extra \$75 per month is being paid.

16. PARKING AND VEHICLES: Off street parking spaces have been provided for each Lot, and Landlord may designate other areas as no parking areas. Parking spaces shall be exclusively used for the parking of private passenger automobiles and pickup trucks, 1 ton or less. No boats, travel trailers, storage trailers, motor homes, or unmounted camper shells are permitted

without written permission. No other vehicles may be parked in the assigned parking space without Landlord's prior written permission. Inoperable, unlicensed, abandoned, unregistered, or unauthorized vehicles as defined by law will be towed away at vehicle owner's expense after a twenty-four (24) hour notice is posted on the vehicle. The twenty-four (24) hour notice does not apply to vehicles parked in a space assigned to another resident, parked in a marked tow-away zone, fire lane, or parked so that it blocks traffic. Vehicles so parked will be towed IMMEDIATELY without warning at vehicle owner's expense. Vehicle maintenance on the Property is prohibited. Motor vehicles must be kept off grass, sidewalks, patios, and landscaped areas. No unlicensed drivers will be allowed on the streets or walks, and no unlicensed vehicles such as mini-bikes and go-carts will be allowed on the streets, Lots, or parks.

17. JOINT OBLIGATION: Where this contract is signed by more than one person as Tenant, all such persons shall be jointly and severally liable for the payment at the agreed rental rate on the rent due date and for the full performance of all covenants to be kept by Tenant hereunder. Without limiting the obligations imposed by foregoing, where more than one person is Tenant, rent and other charges shall be paid in total by a single instrument.

18. INDEMNITY: Neither the Management or Owner shall be liable to Tenant's licensees, invitees, and Occupants for any damages to person or property caused by the act or neglect of any other resident or non-resident or the property. Tenant shall indemnify and save harmless Landlord from and against any and all claims, liability, penalties, damages, expenses, and judgments for injuries and accidents to persons or property of any nature and howsoever caused occurring on or about the leased premises during the lease term and any other period of occupancy, whether or not such claims are covered adequately by insurance.

19. WAIVER: Except as otherwise herein provided, either party's waiver of any breach of the lease shall not be deemed to be a waiver of any such breach on subsequent occasion, and the failure of either party to insist on the performance of the terms, contracts, and conditions of this contract shall not constitute a relinquishment of such party's right thereafter to enforce such term, contract of condition, but same shall remain in full force and effect.

20. DEFAULT: The failure of Tenant to fully perform this Contract in any manner shall entitle the Landlord to take all such actions against the Tenant as shall be provided by law. Landlord shall not be deemed to have waived any existing or future right or remedy by taking any such actions. Tenant agrees to pay \$50 lease violation penalty and court filing costs once a Notice to Quit has expired and Tenant has not paid what is due, prior to expiration of the Notice to Quit, for due as rent.

21. SUBORDINATION: This Contract is and shall remain subordinate to any ground lease, mortgage, trust deed, or other encumbrance now existing or hereafter to be placed upon the property and to any modifications, extensions, replacements, or advances in connection herewith.

22. BENEFIT: All rights given herein to Management shall also extend and inure to the benefit of the Owner of the Property or to any person designated by Owner or Management as the recipient of said rights and their respective assigns or successors in interest.

23. SURRENDER: Upon expiration or termination of the Contract, Tenant shall surrender the Lot without any further notice from the Landlord concerning removal of the mobile home and the Tenant shall surrender the Lot in as good condition as at the beginning of the Lease terms. Anyone moving a home from Eastlawn must follow move-out policy to remove home from Eastlawn Estates.

24. UTILITIES: Tenant shall be responsible to pay for all of their own utilities and any other fees or taxes assessed by any government. Further, Tenant agrees to pay ELN, LLC (Landlord) as rent billed monthly to Tenant by ELN, LLC for Tenant's own portion of water, sewer, storm water, trash removal, and any other fees or taxes assessed by any government. A portion of the water and sewer bills will be based upon the Tenant's water consumption at the same prevailing rates charged to all residential customers by the City of Kearney Utilities Department, with the exception of sewage, which will be charged at 98% (a 2% discount) of the prevailing sanitary sewer rates charged by the City, based upon the actual monthly water consumption, without winter averaging. If Landlord waives any fees or taxes at any time, Landlord reserves the right to charge such fees or taxes going forward.

25. ELECTRIC SERVICE: No Tenant will use, or allow to be used, any electrical appliances or devices that will overload the existing electric supply to the lot they rent. If they do, the Tenant will be responsible to have a licensed electrician repair and/or upgrade whatever electrical supply they are overloading.

Tenant agrees to pay an additional \$7.00 as rent each time one must be served to the Tenant for failure to pay by the 5th. Tenant also agrees to pay as rent all additional costs associated with collection actions as a result of not keeping Tenant's account current. Tenant agrees that if they fail to pay what is due prior to the Notice to Quit expiration, they will pay as rent an amount of not less than \$190 for collection actions plus a \$45 filing fee.

27. SALE OF MOBILE HOMES: Landlord must be notified in writing at least 10 days prior to Tenant offering their mobile home for sale. All existing Tenants and the title holder, if different, will continue to be responsible for all rent and maintenance of the mobile home as well as legal and collection fees until a purchaser is approved in writing by Management for tenancy in Eastlawn, a lease is signed with the new Tenant, and all amounts due are paid in full.

28. ABANDONMENT: By residing in Eastlawn, all residents and Tenants agree that all property left behind by a resident, including a mobile home, if a new purchaser has not been approved in writing by Management when he (she) moves out, shall be deemed abandoned. Further Tenants absence from the premises for 15 consecutive days or more with past due rent owed, shall be deemed an intentional abandonment unless Landlord is otherwise notified in writing on or before the first day of the extended absence. The Landlord may, but is not obligated to, dispose of or use such abandoned property. If expense is incurred to clean or remove such property, the former Tenant will be held liable for such expense. In addition, the former Tenant will be held responsible to the fullest extent of the law for all rent and property maintenance until a new Tenant is approved in writing by Management.

29. FINES: Tenant agrees to abide by the Lease and all its rules. Tenant agrees to pay as rent a \$25 fine for failing to obey the Lease or its rules for their first offense, \$50 for a 2nd offense, and \$100 for a 3rd offense all payable as rent. Every 7 days that violation is not corrected shall constitute an additional offense. Landlord, however, reserves all rights with regard to eviction as afforded by law.

30. ENTIRE CONTRACT: It is understood between Landlord and Tenant that this written contract and any attached contracts constitutes the full understanding of the parties hereto and that there have been no verbal promises made outside this contract.

TENANT HAS READ AND RECEIVED AN EXECUTED COPY OF THIS ENTIRE CONTRACT INCLUDING ATTACHED POLICIES AND ACKNOWLEDGES AND WARRANTS THAT ALL BLANK SPACES HAVE BEEN ACCURATELY COMPLETED OR OTHERWISE MARKED "NOT APPLICABLE" (N/A). TENANT HEREBY LEASES AND TENANT HEREBY ACCEPTS AND RENTS THE LOT HEREIN DEFINED FOR THE TERM SPECIFIED, SUBJECT TO ALL OF THE TERMS, CONDITIONS, AND PROVISIONS AS SPECIFIED HEREIN.

Accepted:

Tenant

Date _____

Tenant

Date _____

Tenant

Date _____

Landlord, by _____

Co-signor

Date _____

Date _____

LOT # _____

Mailing Address: _____

This lease is not a receipt for moneys received. This lease is a legally binding contract. If you do not understand this Lease, please consult an attorney.

202 SUMMER: RAKE, WATER, MOW, TRIM
202 WINTER: SNOW: SCOOP, SHOVEL, DE-ICE

NEW 5/5/2020

Lot# _____ East Lawn Mobile Home Estates

Keeping in compliance with: Lot Contract [&/OR] Home & Lot Contracts:

1. PORCHES & YARDS : SUMMER: EMERGENCY ENTRANCE & EXITS:
keep porches clean, mow, water and trim lot. Bag & dispose Yard waste..leaves,
branches, cigarette butts...Dog feces, old furniture, tires, etc.
2. PORCHES & YARDS: WINTER: EMERGENCY ENTRANCE & EXIT:
De-ice side-walks, porches & steps, Ambulance service. Remove bags
of trash, recycling, cigarette butts, dog feces, & dirty diapers =back
door into yard.] disgusting.
3. YOUR RENTAL LOT # Call office ..we could suggest
who does yard service.. Also see #4.
4. There will be a \$45.00 service charge added to mo.billing if we can
scoop snow or mow, trim & water.. ATTN: ADDITIONAL
CHARGE .,, see #5.
5. There will be a CONTRACT VIOLATION: 1ST \$25.00, 2ND \$50.00
3RD \$75.00. & 4th \$100.00 See your CONTRACTS and also..See
#6. Below. You agreed to mow, water, trim, remove trash ...contract.
6. ELN, LLC will start.. "Eviction Process".. to TERMINATE Rental
Home & Lot Contract [&/or] Lot Lease Contract.,, other paper-work
verifying obligations & responsibilities of renting & maintaining a
yard [&/or] yard & home.
7. YEAR AROUND--Well kept yards & homes make for good
neighbors.

THANK YOU. Robert A. Spencer

Office: # 308-224-3321 ..list of available options.

Signature _____	date _____	202 _____
Signature _____	date _____	202 _____
Signature _____	date _____	202 _____

RENTERS

YOU CAN NO LONGER RENT HOME Or LOT #

to family, friends or acquaintances. This policy has been in effect since
FEBRUARY 15TH, 2007,

ANY QUESTIONS?? CALL, 308-233-2749, 308-627-3552 , 308- 224-3321

The phone numbers listed above have answering & message CAPABILITIES.

There are 4-SIGNS POSTED AT ALL 4-ENTRANCES to contact office and the
phone numbers

are listed above.

Signature: _____ Date: _____

Signature: _____ Date: _____

INTERPRETER _____ Date: _____

Pet Rules and Regulations

Pets are a privilege not a right. Pets must be kept inside except when walking your pet with a leash or in a chain link fenced yard with shelter and owners are responsible to oversee care of animal at all times. Pets are not to be tied up in a fenced yard or left outside unsupervised under any circumstances.

All pets, service animals and emotional support animals MUST RECEIVE WRITTEN pre-approval to be in East Lawn Estates and on our Private Property.

Tenants may not babysit pets. Tenants may not keep pets for others.

The following breeds & mixes with these breeds & "look-a-like" breeds are not allowed:

Bull Mastiff

Bull Terrier

Catahoula Leopard Hound AKA Cur

Dalmatian

Doberman Pinscher

German Shepherd

Great Dane

Husky

Jack Russell Terrier

Malinois

Pitt Bull

Rottweiler

Saint Bernard

Staffordshire Terrier

Weimaraner

Wolf

There is a limit of 4 pets per household.

Pets with a history of aggressive behavior will not be allowed to remain or be approved regardless of the breed.

A few of these breeds are grandfathered and are still residing within East Lawn Estates. No attempt can be made to bring animals back to East Lawn upon or if animal has been removed from the Court.

Tenants agree not to raise puppies, kittens, fish, snakes, mammals or any animals. Eviction proceedings will be initiated for failure to report to the office the acquisition of any pet(s).

Tenants must pay pet fees.

Signature_____Date_____

Signature_____Date_____