

§§2,5,6
C.46:8C-12.1
to 46:8C-12.3
§8
C.46:8C-13.1
§10
C.46:8C-14.1
§12
Repealer
§13
Note

P.L. 2025, CHAPTER 362, *approved January 20, 2026*
Assembly, No. 4973 (*Second Reprint*)

1 AN ACT concerning private residential leasehold communities,
2 including the right of first refusal and purchase for certain
3 resident homeowners, amending and supplementing P.L.1991,
4 c.483, amending P.L.1977, c.419, and repealing sections 6
5 through 9 of P.L.1991, c.483.
6
7 **BE IT ENACTED** by the Senate and General Assembly of the State
8 of New Jersey:
9
10 1. Section 1 of P.L.1991, c.483 (C.46:8C-10) is amended to read
11 as follows:
12 1. a. For the purposes of P.L.1991, c.483 (C.46:8C-10 et seq.):
13 "Campground facility" means real property designed and used
14 for the purpose of renting or leasing individual portions thereof to
15 occupants who are to have access for the purposes of camping and
16 the recreation associated therein, which may not be used as a
17 permanent dwelling place or domicile for occupants, other than by
18 the owner, and upon which recreational vehicles, as defined in this
19 section, in excess of 400 square feet, and mobile homes and
20 manufactured homes, as those terms are defined in section 3 of the
21 "Manufactured Home Taxation Act," P.L.1983, c.400 (C.54:4-1.4),
22 in excess of 400 square feet, may not enter;
23 "Camping trailer" means a recreational vehicle that is mounted
24 on wheels and constructed with collapsible partial side walls that
25 fold for towing and unfold for use;
26 "Department" means the Department of Community Affairs.
27 "Family member" means a landowner or landowner's spouse, or
28 a child, parent, or grandparent of the landowner or landowner's
29 spouse, or a descendent of any such person. A "family member"

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted in the law.
Matter underlined thus is new matter
Matter enclosed in superscript numerals has been adopted as follows:
¹Senate SCU committee amendments adopted June 5, 2025.
²Assembly amendments adopted in accordance with Governor's recommendations January 12, 2026.

1 shall include all such persons, whether of the whole or the half
2 blood and whether related by blood or adoption.

3 "Fifth wheel trailer" means a recreational vehicle designed to be
4 towed by a motorized vehicle containing a towing mechanism
5 mounted above or forward of the tow vehicle's rear axle;

6 "Landowner" or "private residential leasehold community
7 landowner" means the owner of the land and infrastructure making
8 up a private residential leasehold community;

9 "Motor home" means a recreational vehicle built on or
10 permanently attached to a self-propelled motor vehicle chassis,
11 chassis cab or van that is an integral part of the completed vehicle;

12 "Owner" means the person or persons having legal authority to
13 permit the occupancy of a campground facility;

14 "Park trailer" means a recreational vehicle that is built on a
15 single chassis mounted on wheels and certified by the manufacturer
16 as complying with the American National Standards Institute
17 (ANSI) standard A119.5;

18 "Private residential leasehold community" means a community
19 on a parcel of land, or two or more contiguous parcels of land,
20 containing no fewer than **【ten】** 10 home sites where such sites are
21 under common ownership and control, other than a cooperative or a
22 campground facility, for the purpose of leasing such sites to the
23 owners of certain homes, including, but not limited to, mobile
24 homes and manufactured homes as those terms are defined in
25 section 3 of the "Manufactured Home Taxation Act," P.L.1983,
26 c.400 (C.54:4-1.4), and specifically including homes constructed
27 entirely or partly on site, the location and use of which may or may
28 not be permanent, and where the owner or owners of the land
29 provide services to the homeowners, which are provided by the
30 municipality in which the community is located for the property
31 owners outside the community, which services may include but
32 shall not be limited to:

33 (1) The construction and maintenance of streets;

34 (2) Lighting of streets and other common areas;

35 (3) Garbage removal;

36 (4) Snow removal;

37 (5) Provisions for the drainage of surface water from home sites
38 and common areas;

39 "Recreational vehicle" means a vehicular-type unit primarily
40 designed as temporary living quarters for recreational camping or
41 travel use. The vehicle shall have either its own motive power or be
42 mounted on or towed by another vehicle. Recreational vehicles
43 include, but are not limited to, camping trailers, fifth wheel trailers,
44 motor homes, park trailers, travel trailers, and truck campers;

45 "Resident homeowner" means a person who owns a home in a
46 private residential leasehold community and who resides in the
47 home or who has a family member residing in the home;

48 "Resident homeowner group" or "group" means any
49 organization, group, or association, formal or informal, including a

1 corporation or cooperative, that consists of and is governed by
2 resident homeowners in the private residential leasehold community
3 and is open to all resident homeowners in that community. A group
4 may be formed after the issuance of a notice pursuant to sections 2
5 or 3 of P.L.1991, c.483 (C.46:8C:11 or C.46:8C-12) and may
6 designate an agent to act on its behalf. A group may form a
7 cooperative, nonprofit corporation, or similar entity to take
8 ownership of the private residential leasehold community as part of
9 a purchase agreement for the private residential leasehold
10 community, as long as such organization consists of and is
11 controlled by the resident homeowners and is open to all resident
12 homeowners in the community;

13 "Sale," "sell," and "purchase," means and includes any type of
14 sale, lease, or transfer, except as provided by section 4 of P.L.1991,
15 c.483 (C.46:8C-13);

16 "Travel trailer" means a recreational vehicle designed to be
17 towed by a motorized vehicle containing a towing mechanism
18 which is mounted behind the tow vehicle's bumper;

19 "Truck camper" means a recreational vehicle consisting of a
20 roof, floor, and sides, designed to be loaded onto and unloaded from
21 the bed of a pickup truck.

22 b. **【**As used in sections 2 and 3 of P.L.1991, c.483 (C.46:8C-11
23 and C.46:8C-12), "notify" means to place in the United States mail
24 a notice addressed to the officers of the homeowners' association.
25 Each such notice shall be deemed to have been given upon the
26 deposit thereof in the United States mail. **】** (Deleted by amendment,
27 P.L. , c.) (pending before the Legislature as this bill)

28 c. As used in section 2 of P.L.1991, c.483 (C.46:8C-11), "offer"
29 means any solicitation by the landowner to the general public.
30 (cf: P.L.2005, c.68)

31

32 2. (New section) a. The Department of Community Affairs
33 shall publish and maintain on the department's Internet website a
34 list of nonprofit organizations that are committed to preserving
35 affordable housing, that have submitted a request to the department
36 to receive notifications that a private residential leasehold
37 community:

38 (1) land is offered for sale; or

39 (2) landowner has received a bona fide offer to purchase that the
40 private residential leasehold community landowner intends to
41 consider, or to which the private residential leasehold community
42 landowner intends to make a counter-offer.

43 b. The department shall update the list within **'【30】 90'** days
44 after receiving a new request pursuant to subsection a. of this
45 section.

46

47 3. Section 2 of P.L.1991, c.483 (C.46:8C-11) is amended to read
48 as follows:

1 2. a. If a private residential leasehold community landowner
2 offers private residential leasehold community land for sale, **[he]**
3 the landowner shall **[**notify the board of directors of the
4 homeowners' association created pursuant to this act of his offer,
5 stating the price and the terms and conditions of sale **]** give notice of
6 that act by certified mail, return receipt requested, to the
7 department, ¹**[**the New Jersey Housing and Mortgage Finance
8 Agency,**]**¹ the municipal clerk and the mayor or other chief
9 executive officer of the municipality in which the private residential
10 leasehold community is located, the persons and entities on the list
11 published and maintained by the department pursuant to section 2 of
12 P.L. , c. (C.) (pending before the Legislature as this bill),
13 and each resident homeowner in the private residential leasehold
14 community. In addition, the landowner shall send the notice to each
15 resident homeowner by first class mail with tracking and by
16 delivery to each manufactured home on the property. The notice
17 shall state the price, terms, and conditions of the offer and a contact
18 person for further information.

19 b. The affected resident homeowners, by and through **[**an
20 association duly formed in accordance with section 6 of this act **]** a
21 resident homeowner group, shall have the right to purchase such
22 land, provided **[**two-thirds **]** 51 percent of the **[**unit owners **]**
23 resident homeowners in the private residential leasehold community
24 have **[**approved **]** consented to the purchase , with multiple resident
25 owners of a home having a single vote, and further provided that the
26 resident homeowners meet the price **[**and **]** , terms, and conditions
27 of the private residential leasehold community landowner by
28 executing a contract with the landowner within **[**45 **]** 120 days of
29 being notified **[**under **]** pursuant to subsection a. of this section,
30 except as an extension of time may be mutually agreed upon by the
31 landowner and the **[**association; provided, however, that if there is
32 no homeowners' association at the time a private residential
33 leasehold community landowner offers private residential leasehold
34 community land for sale and the landowner notifies homeowners
35 individually as required under subsection b. of section 6 of this act,
36 the period within which the terms and conditions of the private
37 residential leasehold community landowner may be met by
38 execution of a contract between the landowner and a homeowners'
39 association shall be 60 days from the date of the notification of
40 individual homeowners and at any time after notification to the
41 landowner that a homeowners' association has been formed, in
42 accordance with the provisions of subsection a. of section 7 of this
43 act **]** resident homeowner group. If a contract between the
44 landowner and the **[**association **]** resident homeowner group is not
45 executed within that extension period, then, unless the landowner
46 thereafter elects to offer the land at the same price or at a lower
47 price than specified in **[**his **]** the notice **[**to the directors or trustees

1 of the association] required by subsection a. of this section, [he]
2 the landowner shall have no further obligations [under] pursuant to
3 this subsection [, and his only obligation shall be as set forth in
4 section 3 of this act] . The contract shall include a reasonable
5 financing contingency of at least 90 days, and may, at the
6 landowner's option, include a refundable earnest money
7 requirement of up to \$50,000. A resident homeowner may indicate
8 consent to the purchase by signing a petition or any other document
9 that so indicates consent.

10 c. If the landowner thereafter elects to offer the land at the
11 same price or at a lower price than specified in [his] the
12 landowner's notice [to the directors or trustees of the association]
13 pursuant to subsection a. of this section, the resident homeowners [,
14 by and through the association,] shall have an additional [10] 30
15 days after receipt of that offer to meet the price [and] , terms [of] ,
16 and conditions of the landowner by executing a contract; provided,
17 however, that if more than three months have elapsed since the
18 receipt by the [homeowners' association] resident homeowners of
19 the previous offer to sell the land [under] pursuant to this
20 subsection, the [association] resident homeowners shall have [30]
21 60 days after receipt of the subsequent offer to meet the price
22 [and], terms [of] , and conditions of the landowner by executing a
23 contract.

24 ¹d. (1) As used in this subsection:

25 "Confidential information" means all nonpublic information of
26 any type or character provided by a disclosing party to a receiving
27 party in the course of any discussions, negotiations, and due
28 diligence related to a transaction pursuant to subsection b. of this
29 section, regardless of whether the disclosing or receiving party is a
30 landowner, resident homeowner group, or a resident homeowner
31 residing in the private residential leasehold community.
32 "Confidential information" shall not mean information:

33 (a) disclosed for the purposes of obtaining legal advice and
34 other professional and technical counsel to facilitate the
35 discussions, negotiations, or due diligence related to a transaction
36 pursuant to subsection b. of this section;

37 (b) that becomes generally available to the public or any other
38 person through no fault of the receiving party, after the exercise of
39 reasonable precautions by the receiving party to protect such
40 information, using the same reasonable precautions that the
41 receiving party uses to prevent the unauthorized use, disclosure,
42 dissemination, or publication of the receiving party's own
43 confidential information;

44 (c) that is disclosed with the prior written consent of the
45 disclosing party;

46 (d) that was lawfully in the possession of the receiving party
47 prior to receipt from the disclosing party;

1 (e) that can be established by competent, public information
2 lawfully within the possession of the receiving party; or

3 (f) for which, notwithstanding paragraph (4) of this subsection
4 to the contrary, the disclosure results in harmless error.

5 “Disclosing party” means a landowner, or a resident homeowner
6 group or resident homeowner residing in a private residential
7 leasehold community, which provides or discloses confidential
8 information to receiving party.

9 “Parties to the transaction” means a landowner, and a resident
10 homeowner group and resident homeowner residing in a private
11 residential leasehold community, which are involved, directly or
12 indirectly, in the course of any discussions, negotiations, and due
13 diligence related to a transaction pursuant to subsection b. of this
14 section.

15 “Receiving party” means a landowner, or a resident homeowner
16 group or resident homeowner residing in a private residential
17 leasehold community, which receives confidential information from
18 the disclosing party.

19 (2) A receiving party shall not disclose confidential information
20 to any person or business entity other than the disclosing party.

21 (3) A receiving party:

22 (a) shall only use confidential information of the disclosing
23 party for the internal evaluation of the feasibility and desirability of
24 the transaction;

25 (b) shall hold confidential information of the disclosing party in
26 strict confidence and take reasonable precautions to protect such
27 information, using the same reasonable precautions that the
28 receiving party uses to prevent the unauthorized use, disclosure,
29 dissemination, or publication of the receiving party’s own
30 confidential information; and

31 (c) may agree, following a validly executed contract with the
32 disclosing party, to impose additional contractual obligations or
33 provide exceptions to unlawful disclosure of confidential
34 information pursuant to, and which would otherwise constitute a
35 violation of, this subsection.

36 (4) By entering into a contract for the sale of the private
37 residential leasehold community pursuant to subsection b. of this
38 section, the parties to the transaction agree that the disclosure, use,
39 dissemination, or publishing of confidential information by a
40 receiving party in violation this subsection shall constitute
41 irreparable harm suffered by a disclosing party, and such a violation
42 shall entitle the disclosing party to injunctive relief, in addition to
43 all other rights or remedies available in law or in equity, including
44 reasonable attorney’s fees and courts costs, in a court of competent
45 jurisdiction where the private residential leasehold community is
46 located.¹

47 (cf: P.L.1995, c.365, s.2)

1 4. Section 3 of P.L.1991, c.483 (C.46:8C-12) is amended to read
2 as follows:

3 3. a. If a private residential leasehold community landowner
4 receives a bona fide offer to purchase the land that ~~he~~ the
5 landowner intends to consider or make a counter-offer to, ~~he~~ the
6 landowner shall notify the ~~directors or trustees of~~ department, the
7 ~~homeowners' association~~ within 10 business days of receiving the
8 offer, if such an association has been formed in accordance with the
9 provisions of sections 6 through 8 of this act, that he has received
10 the offer] ¹[New Jersey Housing and Mortgage Finance Agency,
11 the] ¹municipal clerk and the mayor or other chief executive officer
12 of the municipality in which the private residential leasehold
13 community is located, the persons and entities on the list published
14 and maintained by the department pursuant to section 2 of P.L. ,
15 c. (C.) (pending before the Legislature as this bill), and each
16 resident homeowner. [If a homeowners' association has not been
17 formed, the landowner shall, within 10 business days, notify
18 individual homeowners as required under section 6 of this act] The
19 notifications required pursuant to this subsection shall be by
20 certified mail, return receipt requested, and except that the
21 notification to the resident homeowners shall be by certified mail,
22 return receipt requested, by first-class mail with tracking, and by
23 delivery to each manufactured home on the property. The
24 landowner shall not conclude any agreement to sell the land until
25 after the [30-day] 120-day period [therein] specified by subsection
26 c. of this section has elapsed, but the landowner may negotiate with
27 other potential purchasers and may accept an offer for the sale of a
28 private residential leasehold community before giving the notice
29 and purchase opportunity required by this section or during the 120-
30 day period specified by subsection c. of this section, provided that
31 the purchase agreement is conditioned upon providing the notice
32 and purchase opportunity pursuant to P.L. , c. (C.)
33 (pending before the Legislature as this bill). The notice required by
34 this subsection shall include:

35 (1) a statement advising the recipient of the intended sale of the
36 community;

37 (2) a statement of the resident homeowners' rights pursuant to
38 P.L. , c. (C.) (pending before the Legislature as this bill)
39 and the deadlines for exercising such rights; and

40 (3) the price, terms, and conditions of the offer the landowner
41 intends to consider or make a counter-offer to, or a copy of such
42 offer or a conditional purchase contract. In the case of a proposed
43 sale, in a single transaction, of more than one private residential
44 leasehold community, or a manufactured home community and one
45 or more other non-related properties, the notice shall state both the
46 aggregate price and the price of the private residential leasehold
47 community in which the resident homeowners receiving the notice
48 reside.

1 b. Upon receipt of **[such]** a notice mailed pursuant to
2 subsection a. of this section, the **[board of directors or trustees of**
3 **the homeowners' association shall appoint from among its members**
4 **a committee, not exceeding three persons]** resident homeowners
5 may select and designate up to seven representatives, who may be
6 assisted by **[such]** legal and other professional and technical
7 counsel **[as the board may provide]**, to receive from the landowner
8 **[the price and terms of the offer that has been made]** any additional
9 information necessary to evaluate the possibility of purchasing the
10 private residential leasehold community, and to negotiate the terms
11 upon which the landowner would be willing to sell the private
12 residential leasehold community **[land]** to the **[homeowners'**
13 **association]** resident homeowner group. **[Members]** The
14 representatives and their assistants **[to the committee]** shall be
15 pledged to maintain in confidence any information disclosed to
16 them by the landowner in the course of such negotiations. If any
17 such **[member]** representative or assistant fails to maintain that
18 confidence, the landowner may bring an appropriate action at law
19 for damages or seek an appropriate equitable remedy.

20 c. Not later than the **[30th]** 120th day next following **[its**
21 **receipt]** the mailing of **[offering terms pursuant to]** the notice
22 required by subsection [b.] a. of this section, or following a period
23 of extension agreed to by the **[committee]** resident homeowner
24 designees and the landowner, **[the committee appointed pursuant to**
25 **subsection b. of this section shall report to the board of directors or**
26 **trustees of]** a resident homeowner group may deliver to the
27 **[homeowners' association the price and other material terms upon**
28 **which]** landowner a proposed purchase agreement for the private
29 residential leasehold community **[landowner has agreed to sell the**
30 **private residential leasehold community]** land **[to the association]** ,
31 along with a statement that 51 percent or more of the resident
32 homeowners consent to the submission of the purchase agreement,
33 with multiple resident owners of a home having a single vote. A
34 resident homeowner may indicate consent to the purchase by
35 signing a petition or any other document that so indicates the
36 resident homeowner's consent. In the absence of any agreement
37 between the landowner and the **[committee]** resident homeowners,
38 the landowner shall be deemed to agree to such sale upon the
39 identical terms **[communicated by him to the committee pursuant to**
40 **subsection a. of this section. The report of]** stated in the
41 **[committee shall include such supporting data and documentation**
42 **as the committee and the landowner have agreed upon to be so**
43 **submitted and authorized to be disclosed. The price and other terms**
44 **so agreed upon and reported shall be binding upon the landowner**
45 **for 10 days next following the submission of the committee's report,**
46 **and if agreed to by the board of directors or trustees of the**

1 homeowners' association and consented to by two-thirds of the
2 homeowners in that private residential leasehold community land
3 shall constitute a contract of sale】 notice required by subsection a.
4 of this section, with reasonable financing contingency of at least 90
5 days, and, at the landowner's option, a refundable earnest money
6 requirement of up to \$50,000.

7 d. 【During the period provided for negotiations and for
8 consideration by the association's board of directors or trustees
9 under subsection c. of this】 This section applies regardless of
10 whether the landowner 【shall not conclude any agreement for sale
11 of the private residential leasehold community land to any other
12 party, but may negotiate with any other party as to terms and
13 conditions of such an agreement, contingent upon the failure or
14 refusal of the homeowners to exercise their prior right of purchase
15 under this act】 has previously provided one or more notices
16 required pursuant to section 2 of P.L.1991, c.483 (C.46:8C-11).

17 ¹e. (1) As used in this subsection:

18 “Confidential information” means all nonpublic information of
19 any type or character provided by a disclosing party to a receiving
20 party in the course of any discussions, negotiations, and due
21 diligence related to a transaction pursuant to subsection b. of this
22 section, regardless of whether the disclosing or receiving party is a
23 landowner, resident homeowner group, or a resident homeowner
24 residing in the private residential leasehold community.
25 “Confidential information” shall not mean information:

26 (a) disclosed for the purposes of obtaining legal advice and
27 other professional and technical counsel to facilitate the
28 discussions, negotiations, or due diligence related to a transaction
29 pursuant to subsection b. of this section;

30 (b) that becomes generally available to the public or any other
31 person through no fault of the receiving party, after the exercise of
32 reasonable precautions by the receiving party to protect such
33 information, using the same reasonable precautions that the
34 receiving party uses to prevent the unauthorized use, disclosure,
35 dissemination, or publication of the receiving party's own
36 confidential information;

37 (c) that is disclosed with the prior written consent of the
38 disclosing party;

39 (d) that was lawfully in the possession of the receiving party
40 prior to receipt from the disclosing party;

41 (e) that can be established by competent, public information
42 lawfully within the possession of the receiving party; or

43 (f) for which, notwithstanding paragraph (4) of this subsection
44 to the contrary, the disclosure results in harmless error.

45 “Disclosing party” means a landowner, or a resident homeowner
46 group or resident homeowner residing in a private residential
47 leasehold community, which provides or discloses confidential
48 information to receiving party.

1 “Parties to the transaction” means a landowner, and a resident
2 homeowner group and resident homeowner residing in a private
3 residential leasehold community, which are involved, directly or
4 indirectly, in the course of any discussions, negotiations, and due
5 diligence related to a transaction pursuant to subsection b. of this
6 section.

7 “Receiving party” means a landowner, or a resident homeowner
8 group or resident homeowner residing in a private residential
9 leasehold community, which receives confidential information from
10 the disclosing party.

11 (2) A receiving party shall not disclose confidential information
12 to any person or business entity other than the disclosing party.

13 (3) A receiving party:

14 (a) shall only use confidential information of the disclosing
15 party for the internal evaluation of the feasibility and desirability of
16 the transaction;

17 (b) shall hold confidential information of the disclosing party in
18 strict confidence and take reasonable precautions to protect such
19 information, using the same reasonable precautions that the
20 receiving party uses to prevent the unauthorized use, disclosure,
21 dissemination, or publication of the receiving party’s own
22 confidential information; and

23 (c) may agree, following a validly executed contract with the
24 disclosing party, to impose additional contractual obligations or
25 provide exceptions to unlawful disclosure of confidential
26 information pursuant to, and which would otherwise constitute a
27 violation of, this subsection.

28 (4) By entering into a contract for the sale of the private
29 residential leasehold community pursuant to subsection b. of this
30 section, the parties to the transaction agree that the disclosure, use,
31 dissemination, or publishing of confidential information by a
32 receiving party in violation this subsection shall constitute
33 irreparable harm suffered by a disclosing party, and such a violation
34 shall entitle the disclosing party to injunctive relief, in addition to
35 all other rights or remedies available in law or in equity, including
36 reasonable attorney’s fees and courts costs, in a court of competent
37 jurisdiction where the private residential leasehold community is
38 located.¹

39 (cf: P.L.1995, c.365, s.3)

40
41 5. (New section) a. If the resident homeowners, by and through
42 a resident homeowner group, make an offer to the landowner to
43 purchase the private residential leasehold community, whether in
44 response to a notice sent pursuant to subsection a. of section 2 of
45 P.L.1991, c.483 (C.46:8C-11) or subsection a. of section 3 of
46 P.L.1991, c.483 (C.46:8C-12) or otherwise, and whether or not the
47 proposed price, terms, and conditions are identical to those
48 proposed by the landowner or in a third party’s offer, the private
49 residential leasehold community landowner shall consider the

1 resident homeowner group's offer and negotiate with the resident
2 homeowner group in good faith.

3 b. A landowner shall not accept or conditionally accept an offer
4 for the sale of a private residential leasehold community unless its
5 price, terms, and conditions are universal and applicable to all
6 potential buyers, nor shall a landowner accept or conditionally
7 accept an offer that contains any provision, which would penalize
8 the landowner for entering into an agreement for sale of the
9 community to the resident homeowners or their assignee pursuant to
10 P.L.1991, c.483 (C.46:8C-10 et seq.).

11
12 6. (New section) A resident homeowner group that has rights
13 pursuant to P.L.1991, c.483 (C.46:8C-10 et seq.) may, at its election
14 by the consent of 51 percent of resident homeowners, assign such
15 rights to the municipality in which the resident homeowner group is
16 located, a housing authority located in the municipality, an agency
17 of the State, or a nonprofit corporation or cooperative, for the
18 purpose of continuing the use of the property as a manufactured
19 home community. Upon assignment, the assignee shall be entitled
20 to exercise the rights that P.L.1991, c.483 (C.46:8C-10 et seq.)
21 grants to the assignor-resident homeowner group.

22
23 7. Section 4 of P.L.1991, c.483 (C.46:8C-13) is amended to read
24 as follows:

25 4. The provisions of sections 2 and 3 of **【this act】** P.L.1991,
26 c.483 (C.46:8C-11 and C.46:8C-12) shall not apply to:

27 a. **【Any sale or transfer of the property of a private residential**
28 **leasehold community which is not made in contemplation of**
29 **changing that property to a use or uses other than as a private**
30 **residential leasehold community.】** (Deleted by amendment,
31 P.L. , c.) (pending before the Legislature as this bill)

32 b. Any sale or transfer to a **【person who would be included**
33 **within the table of descent and distribution if】** family member of
34 the landowner 【were to die intestate】 .

35 c. Any transfer by gift, devise, or operation of law.

36 d. Any transfer by a corporation to an affiliate. As used herein,
37 "affiliate" means (1) any shareholder exercising control, or control
38 through attribution as defined **【under】** pursuant to section 318 of
39 the Internal Revenue Code, of the transferring corporation; (2) any
40 corporation or entity owned or controlled, directly or indirectly, by
41 the transferring corporation; or (3) any other corporation or entity
42 owned or controlled, directly or indirectly, by any shareholder of
43 the transferring corporation. For the purposes of this subsection,
44 control shall mean control as defined in section 304 of the Internal
45 Revenue Code.

46 e. Any transfer by a partnership to any of its partners, whether
47 general partners or limited partners, or partners or individuals to a

1 corporation where the control of the corporation is substantially the
2 same.

3 f. Any conveyance of an interest in a private residential
4 leasehold community incidental to the financing of that community.

5 g. Any conveyance resulting from the foreclosure of a
6 mortgage, deed of trust, or other instrument encumbering a private
7 residential leasehold community, or any deed given in lieu of such
8 foreclosure.

9 h. Any sale or transfer between or among joint tenants or
10 tenants in common owning a private residential leasehold
11 community.

12 i. The purchase of land of a private residential leasehold
13 community by a governmental entity under its powers of eminent
14 domain.

15 j. Any sale which occurs as a result of a condominium or
16 cooperative conversion.

17 k. Any sale of real estate owned by the private residential
18 leasehold community landowner which is adjacent to the private
19 residential leasehold community land, but does not have
20 appurtenant to it private residential leasehold sites or spaces or
21 related recreational facilities.

22 (cf: P.L.1995, c.365, s.4)

23

24 8. (New section) To qualify for an exemption pursuant to
25 section 4 of P.L.1991, c.483 (C.46:8C-13), a transaction shall:

26 a. be in good faith;

27 b. be made for a legitimate business purpose or a legitimate
28 familial purpose consistent with the exemptions listed pursuant to
29 section 4 of P.L.1991, c.483 (C.46:8C-13); and

30 c. not be made for the primary purpose of avoiding the
31 opportunity-to-purchase provisions set forth in P.L.1991, c.483
32 (C.46:8C-10 et seq.).

33

34 9. Section 5 of P.L.1991, c.483 (C.46:8C-14) is amended to read
35 as follows:

36 5. In addition to other prerequisites for recording, no deed
37 evidencing transfer of title to a private residential leasehold
38 community land shall be recorded in the office of any county
39 recording officer unless, accompanying the application to transfer
40 the title is an affidavit annexed thereto in which the owner of the
41 private residential leasehold community certifies:

42 a. with reference to an offer by **[him]** the landowner for the
43 sale of the land, **[he]** the landowner has complied with the
44 provisions of section 2 of **[this act]** P.L.1991, c.483 (C.46:8C-11);
45 or

46 b. with reference to an offer received by **[him]** the landowner
47 for the purchase of the land, or with reference to a counter-offer
48 which **[he]** the landowner has made or intends to make to such an

- 1 offer, **【he】** the landowner has complied with the provisions of
2 section 3 of **【this act】** P.L.1991, c.483 (C.46:8C-12); or
3 c. notwithstanding **【his】** the landowner's compliance with
4 section 2 or 3 of **【this act】** P.L.1991, c.483 (C.46:8C-11 or
5 C.46:8C-12), as applicable, no contract has been executed for the
6 sale of the land between **【himself】** the landowner and **【the**
7 homeowners' association】 a resident homeowner group; or
8 d. the provisions of sections 2 and 3 of **【this act】** P.L.1991,
9 c.483 (C.46:8C-11 and C.46:8C-12) are not applicable to a
10 particular sale or transfer of the land by **【him】** the landowner, and
11 compliance therewith is not required; or
12 e. a particular sale or transfer of the land is exempted from the
13 provisions of sections 2 through 5 of **【this act】** P.L.1991, c.483
14 (C.46:8C-11 through C.46:8C-14).
15 (cf: P.L.1995, c.365, s.5)
16

17 10. (New section) a. If a landowner sells or is preparing to sell
18 a private residential leasehold community land and has not
19 complied with the requirements of P.L.1991, c.483 (C.46:8C-10 et
20 seq.), any resident homeowner or the Attorney General, or both may
21 file an action in the Superior Court, Law Division, in the county in
22 which the private residential leasehold community is located to
23 enforce the requirements of P.L.1991, c.483 (C.46:8C-10 et seq.).
24 In any such action, the court may grant any relief it deems
25 appropriate, including but not limited to declaratory and injunctive
26 relief, voiding of the sale of the land, actual damages, and punitive
27 damages, and shall award reasonable attorney fees if the resident
28 homeowners prevail.

29 b. A violation of P.L.1991, c.483 (C.46:8C-10 et seq.) shall
30 constitute an unlawful practice pursuant to section 2 of P.L.1960,
31 c.39 (C.56:8-2), and a landowner who violates P.L.1991, c.483
32 (C.46:8C-10 et seq.) shall be subject to all remedies and penalties
33 available pursuant to P.L.1960, c.39 (C.56:8-1 et seq.).
34

35 11. Section 5 of P.L.1977, c.419 (C.45:22A-25) is amended to
36 read as follows:

37 5. a. Unless the method of disposition is adopted for purposes
38 of evasion, the provision of this act shall not apply to offers or
39 dispositions:

40 (1) By an owner for **【his】** the owner's own account in a single
41 or isolated transaction;

42 (2) Wholly for industrial, commercial, or other nonresidential
43 purposes;

44 (3) Pursuant to court order;

45 (4) By the United States, by this State or any of its agencies or
46 political subdivisions;

47 (5) Of real property located without the State;

48 (6) Of cemetery lots or interests;

(7) Of less than 100 lots, parcels, units or interests; provided, however, that with respect to condominiums and cooperatives, this exemption shall not apply, irrespective of the number of lots, parcels, units, or interests offered or disposed of;

(8) Of developments where the common elements or interests, which would otherwise subject the offering to this act, are limited to the provision of unimproved, unencumbered open space;

(9) In a development composed wholly of rental units, where the relationship created is one of landlord and tenant;

(10) Of any form of timesharing ;

(11) Of a private residential leasehold community to a resident homeowner group or its assignee pursuant to P.L.1991, c.483 (C.46:8C-10 et seq.), whether or not the form of ownership of the private residential leasehold community would otherwise fall within the definition of planned real estate development pursuant to "The Planned Real Estate Development Full Disclosure Act," P.L.1977, c.419 (C.45:22A-21 et seq.).

b. The agency may from time to time, pursuant to its rules and regulations, exempt from any of the provisions of this act any development, or any lots, units, parcels, or interests in a development, if it finds that the enforcement of this act with respect to such, is not necessary in the public interest or required for the protection of purchasers by reason of the small amount of the purchase price involved, the limited character of the offering, or the limited nature of the common or shared elements.

(cf: P.L.2006, c.63, s.40)

12. The following sections are repealed:

Sections 6 through 9 of P.L.1991, c.483 (C.46:8C-15 through C.46:8C-18).

13. This act shall take effect immediately ²and shall not apply to sales of private residential leasehold communities for which a written agreement, letter of intent, or other contractual commitment exists as of the effective date of this act².

"The Manufactured Home Park Protection Act"; expands opportunity to purchase for resident homeowners in certain manufactured home parks; modifies certain requirements for disposition of private residential leasehold communities.