



# MMHP

## Rules And Regulations

*Revised February, 2018*



**Monmouth Mobile Home Park**  
**U. S. Highway One**  
**Monmouth Junction, New Jersey 08852**

**RULES AND REGULATIONS**

The following Rules and Regulations have been promulgated by Landlord in an attempt to provide for the health, safety and welfare of all individuals in Monmouth Mobile Home Park as well as to provide for efficient and proper maintenance and operation of the Park. The following Rules and Regulations apply to all Tenants of Monmouth Mobile Home Park. It is the responsibility of each and every Tenant that the Rules and Regulations are followed. Before entrance to Monmouth Mobile Home Park, each Tenant must complete an Application and annex his or her signature to the end of the Application indicating that he or she has read all of the Rules and Regulations, that he or she understands same, and that he or she agrees to comply with and be bound by all of the following Rules and Regulations.

Landlord reserves the right, with due notice, to change the rented space of Tenants within the Park provided conditions arise which reasonably necessitate such change. Such relocation will be paid for by Landlord. Landlord will also be liable for the reasonable value of improvements belonging to Tenants lost or damaged on account of such relocation.

Landlord is not responsible for damage, injury or loss by accident, theft or fire to either the property or person of any Tenant or guest.

**APPLICATION/REGISTRATION:**

All Tenants must make application, register and be approved at the office of Landlord prior to moving in the Park. All occupants staying at the rented site for more than one week or for eight days in any one month must make application, register and be approved at the office of Landlord prior to moving into the Park.

**USE AND OCCUPANCY OF SPACE:**

Tenant will abide and Landlord will enforce the following guidelines as set forth by the New Jersey State Housing Code and adopted by the Department of Community Affairs, which presently provide as follows:

- (a) Every dwelling unit shall contain at least 150 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof, the floor space to be calculated on the base of total habitable room area.

(b) Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of additional floor space for each additional occupant thereof.

(c) At least one-half of the floor area of every habitable room shall have a ceiling height of at least seven feet. The floor area of that part of any room where the ceiling is less than five feet shall not be considered as part of the floor area in computing the total floor area in the room for the purpose of determining the maximum permissible occupancy thereof.

## **CHILDREN:**

The head of each family and/or mobile home owner shall be responsible for the actions of their children and guests of the children at his or her mobile home.

## **PET CONTROL:**

Excepting other normal household pets, only dogs and cats are permitted. Pursuant to South Brunswick Ordinances 14-41 & 14-87 all dogs and cats must be licensed by the South Brunswick Township annually. Dogs must be maintained on a short leash. Unlicensed and/or unleashed dogs and cats will be impounded by the Township. Pets may be tied outside mobile homes while the owner is present at home, only if they do not bark or cause any similar type of disturbance. Otherwise, pets shall be kept within the owner's mobile home except while maintained by the owner on a short leash.

All animal feces in the Park must be removed at first sight pursuant to the Township of South Brunswick Ordinance 14-49, which reads as follows:

"No person owning, harboring, keeping or in charge of any dog shall cause, suffer or allow such dog to defecate on any common thoroughfare, street, road, curblin, sidewalk, passageway, by-path, play area, park, school-ground or upon any space where the public congregate or walk on or upon any public property or place whatsoever or upon any private property without the permission of the owner of said property unless the person immediately removes all feces deposited by the dog and disposes of the feces by any sanitary method approved by the Health Sanitarian.

## **GENERAL:**

Anything that detracts from the peace, quiet and enjoyment of another resident in the neighborhood is prohibited.

No loud parties or excessive noise will be allowed at any time. All noise shall cease between the hours of 11 P.M. and 9 A.M. "CB Units" must have the necessary filters to avoid interference with television reception.

No peddling or soliciting or commercial enterprise is allowed in the Park without first obtaining the Landlord's consent. Certificates of insurance are to be supplied upon demand.

All antennae must be wholly mounted on mobile homes, so placed and constructed to conform with Underwriter's Codes and to cause no hazards.

All garbage/trash and recyclables shall be handled and disposed of according to the attached documentation issued from the Township of South Brunswick.

Tenant must have and maintain in his or her mobile home unit an approved ABC fire extinguisher no smaller than 2A:10B:C or larger than 10 lbs., mounted on the wall, in operable condition.

Fire pits are permitted only if they are 10' or more away from any structure, including homes, sheds and fences. Fire pits must have covers to prevent ash from spreading. Burning of gas, wire, plastic, leaves and garbage is prohibited.

## **SMOKE ALARMS:**

Pursuant to State and Local law, every mobile home must have a smoke-sensitive alarm device and carbon monoxide detector on each level of the home and a smoke sensitive alarm device outside each separate sleeping area in the immediate vicinity of the bedrooms and located on or near the ceiling. The installation of battery operated smoke-sensitive alarm devices shall be acceptable.

No mobile home owner shall sell or otherwise permit occupancy in their mobile home without first obtaining a Smoke Detector Compliance Certification from the Township of South Brunswick Bureau of Fire Prevention in complying with all other applicable municipal requirements. Please notify the Bureau of Fire Prevention if you should have any questions regarding compliance with State and/or Local law or to apply for a Smoke Detector Compliance Certification.

## **AUTOMOBILES, TRUCKS, MOTORCYCLES AND MOPEDS:**

The Park will enforce the following measures to ensure the utmost safety of all individuals and residents of Monmouth Mobile Home Park, many of which are promulgated to protect the children in the Park.

The streets of Monmouth Mobile Home Park are to be used exclusively as thoroughfares. All motor vehicles must be in operating condition, properly registered, inspected, insured and muffled. All automobiles, trucks, motorcycles and mopeds kept on the premises by a resident of Monmouth Mobile Home Park must be registered with the Park Office. Information required for registration includes make, model, color, tag number, proof of registration, and proof of insurance. Changes in information must be provided to the office within five (5)

business days. They are to be operated by licensed drivers only. There is to be no more than one person on a moped at any time. Special arrangements and permission from the Park are required for the parking of more than two motor vehicles within the Park. All vehicles must be faced in the proper direction. Minor Repairs of vehicles are permitted, but said vehicles cannot be kept on blocks. Other than standard size pick-up trucks and standard size vans, there will be no trucks or vans allowed within the limits of the Park.

The speed limit is 15 miles per hour as per agreement with the Department of Transportation which will be enforced by management and the local police authorities under New Jersey Statutes Annotated Title 39. Any restrictions or signs respecting traffic conditions are made a part of these Rules and Regulations.

The above provisions regarding trucks and other oversized vehicles must be strictly enforced due to the following:

- (a) The narrowness of the streets within the Park;
- (b) The lack of off-street parking; and
- (c) The poor visibility that would result from the parking of trucks and other oversized vehicles.

In addition, tenant authorizes Landlord to tow away from the parking area or any street area at the tenant's sole cost and expense any motor vehicles belonging to a tenant or the tenant's guests or invitees which are parked in violation of any provision of the rules and regulations or which is leaking any substance of any nature whatsoever onto the improved surfaces of the road or parking area found in the mobile home park.

## **PARKING**

Tenants are permitted to park personal automobiles in the street in front of their home. Parking areas for each home are designated by the Mobile Home lots; Tenants can contact Landlord for clarification of their specific lot. Landlord may mark lot lines in any fashion it deems appropriate. Tenants, Tenant's guests and invitees are not permitted to park in front of any other tenants home. Guest parking is permitted in areas of the Park where Mobile Homes are not situated. A list of guest parking areas can be obtained at the Park Office. Tenants, Tenants guests or invitees may not park in guest parking areas for more than three consecutive days. Double parking is not permitted. In addition, tenant authorizes Landlord to tow away from the parking area or any street area at the tenant's sole cost and expense any motor vehicles belonging to a tenant or the tenant's guests or invitees which is parked in violation of any other provision of the lease, rules and regulations or posted traffic sign.

## **RECREATION VEHICLES:**

All recreation equipment, including but not limited to boats, campers and trailers, must be registered with the Park.

Tenants are permitted to store one (1) boat on their lot, provided said boat is not more than fourteen feet (14') in length. This includes the storage of a trailer consistent with the size of the boat. The storage of gasoline outboard motors, on a boat, is strictly prohibited. Tenants will be responsible for repairing any indentations and/or damage to any lawn area caused by the parking of a boat on their lot. This change in the Park Rules and Regulations reflected consideration for the need of additional parking for recreational equipment, the lack of off-street parking and the limited size of the lots within the Park.

All other recreation equipment must be registered and parked only in designated areas. Park agrees to properly mark the recreation vehicles area. Recreation vehicles, campers, trailers and boats may not be parked in the street.

Whether a resident stores any such vehicle or equipment on his/her lot in compliance with these Rules, or in a designated area, the vehicle or equipment stored must be registered whenever required by Law, must be maintained and kept in good, operating condition, insured when required by Law and moved from the storage space from time to time. Such vehicles and equipment may not be kept or stored on the property in a dilapidated condition, allowed to deteriorate or contribute to a deteriorating, unkempt storage area. Any such area where a resident stores any such vehicle or equipment shall be maintained by the owner of the equipment (all grass mowed regularly, weeded, etc.).

## **LAUNDRY:**

When drying laundry, it may be hung daily and only during daylight hours. Clothes must be removed from lines as soon as dry. "Umbrella" lines may be used only in the rear of the space and behind the mobile home where possible. "Umbrella" lines must be closed when not in use.

## **UTILITY MAINTENANCE:**

Tenant is responsible for proper use of water lines and waste pipes and should not tamper with electrical lines or poles. All water lines and pipes at the main shutoff valve in the water riser and below will be the responsibility of the Landlord and anything above the shutoff valve in the water riser will be the responsibility of the Tenant. All waste pipes below the ground will be the responsibility of the Landlord and anything above the ground will be the responsibility of the Tenant. Tenant shall be responsible to pay for the reasonable costs of repairs occasioned by damage caused by Tenant's actions on any said lines or pipes, above or below the ground level.

Tenant shall keep the water and sewer lines on their space free and clear from all plantings and debris to allow access to said lines by Landlord. Any and all plantings and debris which must be removed shall be removed by Landlord at the expense of Tenant. Tenants are not permitted to tamper with the curb stop for any water line, any damage to a curbstop including it being buried will be repaired by the Landlord at the expense of the Tenant.

## **LOT MAINTENANCE AND IMPROVEMENT:**

Tenant agrees to maintain the leased space and all improvements, including the mobile home, in good condition and repair at all times. This includes all improvements on the rented lot, walkway and patio (if any).

All tenants must have skirting on their homes, which must be secured, neat, uniform in color (which must match or be in harmonious with the color of the home), free from dirt, damage or defect. New skirting or skirting being completely replaced shall be pre-finished aluminum or vinyl (one color) installed vertically with a two track system with vent panels. Skirting shall not be removed from the home except for purposes of repair and inspection of home. Skirting must be factory designed and manufactured for mobile or manufactured homes only, unless otherwise approved in writing by the Landlord. Spaces must be kept clean and orderly at all times. No storage of any kind, including the storage of water hoses, will be permitted under any mobile home. The Landlord's concern is that of preventing breeding conditions for rodents and insects and minimizing any risks and hazards of fire.

Grass is to be cut regularly by Tenant. Plantings left by a preceding Tenant shall become part of this Park and shall not be removed or damaged. Leaves are to be raked and disposed of in the designated area(s) of the park pursuant to the annual notice sent out to all tenants by Park.

All improvements, including fences and plantings must be approved by Landlord. The Landlord will not permit a stockade fence, split rail, or picket fences, but will consider rubberized chain-link fences. The maximum height of any fence will not exceed four (4) feet. All fences must have at least fifty (50) percent visibility. Because the streets must be plowed in the winter months, no fence can be closer than four (4) feet from the curb line. If a sidewalk exists, no fence can be closer than one (1) foot from the sidewalk. All fences must be properly maintained or they may be subject to removal. Fence gates should remain unlocked at all times.

Standard yard and patio furniture and approved storage shed(s) are the only items permitted outside mobile homes. All swimming pools are prohibited, regardless of size.

Tenant is responsible for damage caused by tenant to the Landlords property, including but not limited to damage caused by any substance which leaks from any automobile brought onto the premises by the Tenant or Tenant's guest (either on the rented lot or any street in the mobile home park). Tenant shall reimburse Landlord for the cost of repairing any such damage, which sum shall be considered additional rent.

As soon as possible after any snowfall, Tenants are responsible for the removal of ice and snow from their sidewalks and in and around all automobiles without discarding snow onto the streets.

Tenant is responsible for the maintenance of their mobile home, including a properly operating furnace, hot water heater, oven, water/waste pipes free of leaks, and that the structure is free of any permanent damage. Permanent



damage to the structure includes the integrity of the floor, walls, ceiling, roof and windows.

### **SIGNS:**

No sign may be displayed by the Tenant on the lot or on the Tenant's mobile home other than Tenant's name, lot number and seasonal decorations, except that one "for sale" sign may appear on Tenant's mobile home unit not to exceed 11" x 14".

### **UTILITY CONNECTIONS:**

All water lines must be protected to prevent freezing prior to October 15. A service charge can be made for each visit to thaw out pipes, repair clogged sewers, damage to water connections or electrical service where such service call is necessitated by the fault of the Tenant. Tenant shall not put any insoluble materials in toilets or sewer lines.

### **CONSTRUCTION OF SHEDS, ADDITIONS AND DECKS:**

No additions or construction of any kind may be made to any mobile home or to the site, which shall include, but not be limited to, doors, windows, decks, sheds, and fences, unless Tenant obtains the necessary permits and/or approvals from the Township of South Brunswick, and the Tenant obtains written permission from the Park for same. Anyone other than the home owner performing construction on any mobile home needs to be properly licensed and insured. Upon request, Tenant will supply Landlord with the proof of contractor's license and insurance.

### **SECURING/ANCHORING OF MOBILE HOMES:**

In order to provide for the safety of all park residents, all mobile homes must be properly anchored and/or secured. Any questions as to the anchoring and/or securing of your mobile home and the permit process for the same, should be directed to the Park Office.

### **RENT:**

Tenant agrees to pay rent to Monmouth Mobile Home Park, payable in monthly installments and on the first day of each month. In addition to the rent agreed to at the beginning of the Tenant's tenancy, Tenant agrees to pay any increase in rent, charges or surcharges allowed or allowable under any regulation, ordinance or statute promulgated or enacted by any body having jurisdiction over regulating or setting of rents in the Township of South Brunswick, effective on the date of approval as provided for in that regulation.

Tenant will pay the rent monthly as aforesaid, as the same shall fall due. Any monthly rental payment after the 5th of the month shall be accompanied by a late charge of 5% of the amount then due. If the rent is paid later than the 15<sup>th</sup>

of the month in which it becomes due, an additional five percent (5%) late fee will be due to the Landlord. All amounts due to the Landlord pursuant to any provision of these Rules shall be considered "additional rent".

In addition, if the Tenant is obligated to pay Landlord a monthly payment on account of any financing debt owed to the Landlord related to the Tenant's acquisition of the mobile home on the rented lot, each monthly payment shall also be considered "additional rent" for purpose of any summary of dispossession proceedings based on non-payment of rent.

**If the tenant is successful in any action for summary proceeding arising out of these rules and regulations, the tenant shall recover attorneys' fees or expenses reasonably and actually incurred, or both from the landlord to the same extent the landlord is entitled to recover attorneys' fees or expenses or both as provided in these rules and regulations.**

### **ENTRANCE TO THE PARK:**

All tenants entering the Park shall pay \$53.00 for a Credit Report and a \$347.00 Park Administration Fee. A non-refundable fee of \$200.00 shall accompany each credit application that will be applied to the Credit Report and to the Park Administration Fee if the tenant is accepted.

The Park Administration Fee is not a donation, gratuity, bonus or gift, but rather is specifically related to and identifiable with the actual costs of processing new residents into their mobile homes. The actual costs are comprised of the following:

Office staff and clerical support for the preparation of the application packages, working with the bank obtaining appraisals, verifying credit applications, preparation of contracts, interacting with the owners and prospective buyers, closings, obtaining titles and miscellaneous duties. These costs include employee wages and benefits, office overhead, miscellaneous office expenses and the costs of credit application reports.

### **OWNER OCCUPANCY OF ALL MOBILE HOMES:**

Each and every Tenant of each mobile home shall be registered with the Landlord **and** all mobile homes shall be occupied by the owner or owners of said home. The owner or owners of any mobile home shall not sublet his or her mobile home, assign any rights as to his or her mobile home and/or the agreement to pay monthly rent or any other rights as to his or her mobile home, or in any way permit individuals not registered and approved by the Landlord to reside in his or her mobile home.

## **RIGHT OF REENTRY:**

If Tenant does not comply with the provisions of these Rules and Regulations (which serve as a Tenant's lease), the Landlord has the right of re-entry on to the premises, to evict Tenant, and agrees that Landlord has the right to commence any and all legal proceedings to carry out same.

## **SALE AND/OR REMOVAL OF MOBILE HOMES:**

Landlord shall not deny Tenant the right to sell Tenant's mobile home within Landlord's mobile home park or require Tenant to remove the mobile home from Landlord's mobile home park solely on the basis of the sale thereof. Tenant must notify Landlord of Tenant's desire to sell his or her mobile home unit. Landlord reserves the right to approve the purchaser as a Tenant of Landlord, but such approval shall not be unreasonably withheld. If Tenant is in arrears on his or her rental payments or any other charges or if the demised premises are not adequately maintained by Tenant or if Tenant's mobile home unit does not comply with Landlord's rules and regulations on the date of Tenant's proposed sale of Tenant's mobile home to a new Tenant, no final approval will be granted by Landlord until the defect or defects is or are cured.

Tenant shall have the right upon 90 days written notice to Landlord to remove his or her mobile home from the leased space and surrender possession of the leased space with a pro-rata reduction in the rent apportioned as the date of termination or removal, whichever is later. No mobile home unit may be moved out of the Park while the Tenant is in arrears on any charges as set forth herein.

## **INSPECTION OF SITE:**

Tenant agrees that he or she has inspected the site in which he or she is to occupy and has found same in good repair, sanitary condition, and acceptable for his or her use. Monmouth Mobile Home Park makes no representation as to the conditions of the site which Tenant has inspected.

## **RIGHT OF ENTRY:**

Landlord reserves the right to enter upon the Tenant's mobile home site for the purpose of inspecting or repairing same. Landlord reserves the right of entry upon the mobile home unit and site without notice in case of an emergency. To allow for entry, fence gates should remain unlocked at all times.

## **LIABILITY:**

Landlord shall not be liable for any debts, liability, or damage claims for injury to persons, including Tenants or their guests, or for property damage from any cause due to any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees or invitees. Tenant hereby covenants and agrees to indemnify Landlord and save him harmless from all costs and expenses

including attorney's fees, liability, loss or other claims or obligations because of or arising out of such injuries, damages or losses.

## **DESTRUCTION:**

In the event of the destruction of Tenant's mobile home unit by fire, explosion, the elements or otherwise or such partial destruction thereof as to render the Tenant's mobile home unit wholly untenable or unfit for occupancy, or should the Tenant's mobile home unit be so badly injured that the same cannot be repaired within 90 days from the happening of such injury, then and in such case the Tenant shall promptly remove his or her mobile home unit or the remains thereof, and all other property from the demised premises and shall surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent to the time of such surrender, in which event the Landlord may re-enter and repossess the premises. Should the Tenant's mobile home unit be rendered untenable and unfit for occupancy, but yet be repairable within 90 days from the happening of said injury, the Tenant shall repair the same with reasonable speed, and the rent shall accrue while repairs are being made. Should Tenant's mobile home unit be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Tenant agrees to repair the same with reasonable promptness and the rent shall accrue while repairs are being made. The Tenant shall immediately notify the Landlord in case of fire or other damage to the Tenant's mobile home unit.

## **EMERGENCIES:**

Monmouth Mobile Home Park, Inc. would like to provide its residents with an additional emergency facility. In the event you have partial electric or no electric and are unable to contact Park personnel, please call: Blaine Bros. Electric Inc. who are licensed electricians in the State of New Jersey, at **(732) 329-6351**. The same holds true for any plumbing emergency; please call Anytime Plumbing who is a licensed plumber in the State of New Jersey, at **732-238-8788**. If you have a heating problem, call PSE&G at **(800) 436-7734**.

If the above service calls are the direct responsibility of the mobile home park, there will be no charge. However, if Blaine Bros. Electric or Anytime Plumbing respond to an "emergent call" and it is not the responsibility of the Park, you will be billed by them for the service call.

## **INSURANCE:**

Unit owner is required to purchase comprehensive coverage for the owned mobile home. The policy must provide coverage for the home's contents and any unattached adjacent structures, such as a shed, including loss of rents and extra expense. Premises liability coverage is required covering the unit owner for third-party injuries for which they are held legally responsible.

The unit owner's policy must include additional insured wording naming **Monmouth Mobile Home Park** as additional insured landlord. A

certificate of insurance must be provided naming **Monmouth Mobile Home Park** additional insured as proof of unit owner's insurance or a copy of the unit owner's policy at each renewal until the termination of the lease.

In compliance with P.L. 1974, Chapter 48 (C. 46:8-39), Tenant is advised that crime insurance through the Federal Crime Insurance Program of Title 6 of the Housing & Urban Development Act of 1970 is available to the Tenant. Tenant may make application for such insurance from its own insurance agent.

### **COMPLAINTS:**

Any complaints by Tenants must be in writing and presented to Landlord at its business office during office hours, unless complaint involves an emergency.

### **VIOLATIONS OF RULES AND REGULATIONS:**

Any continued violation of these Rules and Regulations by any Tenant and/or occupants constitutes a violation of Tenant's rental agreement and a breach of the within Rules and Regulations and any amendments thereto, and shall be grounds for eviction and right of reentry by Landlord. This includes other reasonable, unspecified restrictions and/or Rules and Regulations not contained herein that would provide for the health, welfare and safety of the Mobile Home Park residents.

### **ENFORCEMENT OF RULES AND REGULATIONS:**

Tenant agrees, upon demand, to pay and reimburse Landlord for all reasonable costs, attorney's fees and expenses that shall be made and incurred by Landlord in enforcing any of the within Rules and Regulations, and Landlord and Tenant agree that the provisions herein contained shall be binding upon, apply to, and inure to the respective heirs, successors and assigns. All amounts due to Landlord pursuant to any provision of these rules shall be considered "additional rent".

### **MODIFICATION/AMENDMENTS:**

All rental, fees charges, assessments, Rules and Regulations, except as they may be amended, modified, or increased from time to time are fully set forth herein. No rental, fees, charges, or assessments as set forth herein will be increased and no rule or regulation as set forth herein will be changed by Landlord without specifying the date of implementation of said rental, fees, charges, assessments, or Rules and Regulations, which date shall be no less than 30 days after written notice to Tenant.

Landlord reserves the right to change and amend these rules and regulations at any time. Tenants will be given due notice of any change or amendment to which this rider is attached.

**CAPTIONS:**

Captions, paragraph headings or subtitles contained herein are inserted for convenience only, and are no way to be construed as part of these Rules & Regulations or as a limitation of the scope of a particular provision to which they refer.