



Rules And Regulations

Revised February 2024

**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.

1. APPLICATION/REGISTRATION:

a. 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.

b. Any changes to the occupancy (someone moving out) of the home must be reported to the office of Landlord within 7 days of a change in writing. Landlord reserves the right to require a certified notice of the change under certain circumstances.

c. All Tenants must provide Landlord with a working telephone number and email address; Tenant must update Landlord of changes within 7 days.

d. The mobile home Title must be transferred into the approved Tenants name within 7 days of the closing and a copy of the transferred title must be provided to the Landlord within that same period. A Residential Certificate of Continued Occupancy (RCCO) and a Residential Fire

Certification (RFC) must be issued by South Brunswick Township prior to a new resident taking ownership of a home, a copy of the RCCO & RFC must be provided to the Landlord within that same period.

2. USE AND OCCUPANCY OF SPACE:

a. The leased lot is for the occupancy of an approved Mobile/Manufactured Home and one (1) Shed only. The Tenant is required to own the home on the lot and the leased lot is owned and governed by the Landlord. These Rules & Regulations govern the leased lot, including the people permitted to occupy the home and the standards of how the home and the space must be maintained.

b. Tenants will not permit anyone not approved by the Landlord to reside in the home and will not permit more than the maximum amount of people permitted to live in the home as outlined in this section of the Rules & Regulations.

c. The maximum number of people permitted to reside in a home is two (2) people per bedroom. A bedroom is defined as a room that is permanently partitioned by walls from any common space, has an entry door, two forms of egress (a door and window or two doors), is part of the original home, or a permitted addition and has a minimum floor space of 70 square feet. A Tenant may apply for an exception to allow a third (3rd) person in a bedroom, to qualify for an exception, the bedroom needs to be larger than 170 Square feet, the Tenant must supply a certified floor plan, and have the space verified by the Landlord.

d. Tenants are responsible for all occupant's behavior, compliance with the Rules and Regulations, any Laws of the State of New Jersey, and damage to Park or neighbor's property.

3. DEFINITION OF TENANTS & OCCUPANTS:

a. A Tenant(s) is the person who has been approved by the Landlord to own a home on rented space within Monmouth Mobile Home Park. Only the Tenant is permitted to pay the rent, sign a lease with the Landlord, request documentation from the Landlord and be listed on the homes title. A Tenant must be permanently residing in the home on the leased site. A Tenant is responsible for all occupant's behavior.

b. An Occupant is a person approved to reside with a Tenant. An Occupant may not make rent payments, sign a lease, request documentation from the Landlord or be listed on the homes title. An Occupant may be required to sign to acknowledge they are not a Tenant, while simultaneously acknowledging their obligation to comply with the non-financial terms of a lease and the Rules & Regulations. Any documentation requested by a Tenant to verify that an Occupant is approved to reside in a home, including letters to any government agency, must also include the Tenants name. Any Occupant must

vacate the premises once the Tenant vacates premises or if the Tenants' rights are terminated pursuant to law.

4. MOBILE HOME LOTS:

a. Tenants may have their lots marked out from Landlord upon request. Prior to installing any fences, Tenants are required to request a lot mark out. Bump outs, additions, stairs or other items built out into a neighbor's lot does not extend a lot or parking area; the exterior walls of the home's original structure excluding any bump out are used as a reference point when determining lot boundaries.

b. Plantings that impede access to any part of your neighbors' skirting are not permitted. Tenants are required to maintain their yards up to the end of their lot, including up to the neighbors skirting and are responsible for damages to skirting caused by weed whackers, lawn mowers or any other mode. You may not pile or store items against your neighbor's home including landscaping materials/debris.

c. All Tenants are granted access to all sides of their homes to perform maintenance or repairs. Whenever possible, Tenants should give their neighbors advanced warning if they will be entering their yard to perform maintenance or repairs. Tenants may not stop a neighbor (or their licensed contractor) from entering their yard to perform routine maintenance or repairs on their home 7am - 6pm on weekdays, 9am – 6pm on weekends, and may not prevent neighbors from entering their yard for emergency repairs at any time, day or night.

5. CHILDREN:

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

6. PET CONTROL:

a. Excepting other normal household pets, only dogs and cats are permitted. No exotic animals, farm animals (including chickens) or game animals are permitted. Pursuant to South Brunswick Ordinances 14-41 & 14-87 all dogs and cats must be licensed by the South Brunswick Township annually and have current rabies vaccinations. 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. Dogs and cats may not be kept outside of the Tenant's mobile home for extended periods of time or overnight; household pets are not permitted to "live outside". Residents may have no more than three (3) dogs,

three cats (3), but no more than five (5) total animals. Breeding and/or the sale of any animal is not permitted in Monmouth Mobile Home Park.

b. Upon request, residents will provide information about their pets, including, but not limited to vaccination and license information. Landlord reserves the right to have any animal not in compliance with the rules or deemed a danger to other residents removed from the Park.

c. No pet may be kept on the rented premises that acts in an aggressive manner, poses a risk to, or actually causes injury to person or property (including other pets), would be any annoyance to Tenant's neighbors or otherwise constitute a nuisance.

d. 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, curb line, 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."

e. Any Tenant who violates this regulation shall, on written notice from Landlord, remove their pet from the premises permanently. Upon written notice from Landlord, Landlord may no longer permit a Tenant from having any pets on the rented premises for repeated violations of the PET CONTROL section of the Rules and Regulations. Any Tenant who fails to remove their pet following such notice, shall thereby violate the Rules and Regulations and be subject to eviction in accordance with law.

7. GENERAL:

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

b. 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.

c. 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.

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

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

f. 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.

g. Fire pits are permitted only if they are 15' or more away from any structure, including homes, sheds, and fences. Fire pits must have covers to prevent ash from spreading. Burning gas, wire, plastic, leaves and garbage is prohibited.

h. All construction activity excluding bona fide emergency work shall not be performed on weekdays between 6:00PM & 7:00AM and on weekends between 6:00PM & 9:00AM

i. Harassment as defined by N.J.S.2C:33-4 & P.L.2013, C272 (C.2C:33-4.1) of any other Tenant, occupant, guest, or Landlord is prohibited.

8. SMOKE ALARMS:

a. 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 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.

b. No mobile homeowner 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.

9. AUTOMOBILES, TRUCKS, MOTORCYCLES AND MOPEDS:

a. Each leased space is permitted to have no more than two vehicles unless special permission was granted prior to February 2024. No Tenant or Occupant will be approved for residency if the combined total of vehicles for the entire household is more than two.

b. 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. . . All vehicles must be faced in the proper direction. Minor repairs of vehicles are

permitted but said vehicles cannot be kept on blocks, jacks or jackstands while not actively working on the vehicle. 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.

c. The speed limit is 15 miles per hour as per the 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.

d. 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.

e. 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.

10. PARKING

a. 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.

11. RECREATION VEHICLES:

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

b. 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.

c. 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. Tenants may apply for a recreation vehicle parking space with the Landlord. If none are available, you will be added to the waiting list on a first come first serve basis. Any Tenant approved for recreation vehicle parking will be required to sign a separate lease for the parking space. Anything parked in Recreation Vehicle Parking is required to follow Monmouth Mobile Home Park Rules & Regulations in addition to other rules stated in the recreation vehicle parking lease.

d. 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.).

12. COMMERCIAL VEHICLES:

a. Oversized commercial vehicles are not permitted to park overnight on the property. Vehicles are considered oversized if they meet any of the following criteria: weigh more than 5600lbs (including any tools or attachments), have more than 4 tires, have more than 2 axles, are longer than 178", or wider than 82 ½". No commercial trailers are permitted. Any commercial vehicle parked regularly overnight (more than 3 nights/month) must fit and be parked in front of the resident's home with all the vehicles registered to the Tenant. Tenants may not park vehicles in guest parking to accommodate their commercial vehicle.

b. Commercial vehicles parked regularly need to be in compliance with all other Park Rules & Regulations including registering the vehicle with the Park Office. A vehicle is considered a "commercial vehicle" if it is registered as a commercial vehicle or if it used for business purposes (other than regular commuting to work). Trucks used for landscaping, handyman work or any sort of contracting regardless of if it is a primary business are considered "commercial".

13. LAUNDRY:

a. 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.

14. UTILITIES & UTILITY MAINTENANCE:

a. 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, including damage caused by not having a properly operating heat tape.

b. 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.

c. The Meter board, main electric breaker on the meter board and underground electric line running from the meter board to the home are Landlord's responsibility. Tenants are not permitted to modify, repair, reset or in any way tamper with the meter board. Tenant is responsible for the electric lines at the termination of the in ground electric line; if there is a junction box under the Tenant's home, Tenants responsibility starts at the connection of the in-ground power line to the line running into the home. If there's no junction box and the line runs directly to an in home electric panel, Tenant is responsible starting at the connection to the electric panel. Tenant shall be responsible to pay for the reasonable costs of repairs occasioned by damage caused by Tenant's actions on any electric equipment owned by Landlord

d. Tenants are responsible for the cost of all electric and gas usage through PSEG. The water usage for the park is divided equally between all Tenants and is included as part of the rent as outlined in the annual rent notice. Tenants may not waste water by allowing water pipes, faucets, or hoses to leak. Hoses may not be left on while unattended except while using a sprinkler to appropriately water plantings.

15. 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 a service call is necessitated by the fault of the Tenant. Tenant shall not put any insoluble materials in toilets or sewer lines, including wipes, diapers, paper towels grease/oil, corrosive liquids and anything that could clog or damage sewers.

16. LOT MAINTENANCE:

a. 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).

b. 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.

c. 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. Storage under homes leads to moisture damage, flooding, breeding conditions for rodents and insects, and causes risks and hazards of fire.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

17. TREES

a. Landlord is responsible for trimming or removing trees that are at risk of causing damage to mobile homes or the safety of residents. Tenants need to report trees they feel may be dangerous to the Landlord as soon as they are identified. The Landlord contracts with a professional tree service to evaluate and remove trees. Landlord will not remove healthy trees that do not pose a danger to homes or people. Tenants may remove trees that are under 5' tall and have a diameter of 6" or less.

b. Tenants may apply for approval to get healthy trees removed from their yard at their cost. No healthy tree removal may be completed by any resident. To remove a healthy tree, the Tenant needs written permission from Landlord and needs to comply with South Brunswick Township Ordinances & South Brunswick Shade Tree Commission recommendations for removal and replacement of trees. Healthy tree removal needs to be completed by a licensed/registered contractor approved by the Landlord and coordinated through the Park Office. Contractors must list Monmouth Mobile Home Park as an additional insured on their insurance policy and provide an insurance certificate prior to work beginning. Tenant is responsible for the full replacement cost of any damage to any home, automobile or property including, but not limited to any sidewalks, roads, landscaping, underground & overhead wires or outbuildings located at Monmouth Mobile Home Park caused by the tree removal company. Removal of trees without approval or not in compliance with the Rules & Regulations is a destruction of Landlords property.

18. SIGNS:

a. 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 24" x 20".

19. CONSTRUCTION OF SHEDS, ADDITIONS, DECKS AND FENCES:

a. 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 written permission from the Park, and the necessary permits and/or approvals from the Township of South Brunswick for same. Anyone other than the homeowner 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.

b. 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 or white PVC 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 must always remain unlocked.

c. To obtain approval for an addition, the Tenant must supply Landlord with building plans produced and sealed by a licensed engineer or architect, plans must include a drainage plan to prevent water infiltration into the addition, under current structure and towards any neighboring structure. Additions must be installed to the standards outlined by HUD for manufactured housing.

d. Before doing any digging of any kind outside, Tenant and/or contractor must get a utility mark out by calling 811 and request a mark out from Landlord.

20. SHEDS:

a. Each Mobile Home lot is permitted to have up to one storage shed on their property, no larger than 100 square feet and 8' high as long as it can be installed in compliance with South Brunswick Zoning Ordinances. A zoning permit is required for any newly installed shed, even if it is replacing an existing shed on the property. Any shed that is not properly maintained and/or in disrepair needs to be removed from the property. Landlord reserves the right to make the determination if a shed is in disrepair aesthetically, structurally, or otherwise. Mobile Home Lots that have more than one shed that were approved in writing by the Park Management and South Brunswick Zoning prior to 2/1/2022, may keep the existing shed until such time that it falls into disrepair. Once an additional shed (over the allotted 1) is removed for any reason, it may not be replaced.

21. SECURING/ANCHORING OF MOBILE HOMES:

a. 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.

22. RENT:

a. 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. MMHP rent increases are governed by South Brunswick Township Code of Ordinances Chapter 78 Article V. Rent notices for all lots are sent out by December 31 each year and take effect February 1 of the following year for all lots, regardless of move in date or start date of tenancy.

b. 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 15th 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”.

c. 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.

d. Rent payments may be made by electronic payment, cash, check or money order. Landlord reserves the right to accept only cash, money order or certified checks when Tenant is in arrears, bounces a check, has a history of returned payments (check or electronic payment), or your home is for sale/under contract to sell.

e. A charge of \$30 will be levied against any Tenant that submits a check which is not honored by the Tenant’s bank for any reason. Such a charge will be “additional rent” and due on the first day of the following month. If an electronic payment is returned, the Tenant will be liable for any charges to the Third-Party Electronic Payment Processor. Additionally, if the funds to replace a returned payment are not received in the time frame outlined in this section regarding late fees, a late fee(s) will be due to the Landlord.

23. ATTORNEY FEES AND ADDITIONAL RENT

a. If the Landlord moves forward with a Summary Dispossession action for non-payment of rent, a notice case for a violation of anything contained in the Rules & Regulations, or for anything set forth in N.J.S.A 2A:18-61.1, Landlord has the right to have rent, other money due per the Rules & Regulations, reasonable attorney’s fees, and court costs paid in order for any case to be dismissed or settled. This includes all fees related to the issuance and execution of the warrant for removal. All costs shall be considered “additional rent”.

b. If the Tenant is in violation of any section of the Rules & Regulations or anything set forth in N.J.S.A 2A:18-61.1, Landlord shall be entitled to recover reasonable attorney’ fees, court cost, and subpoena costs

leading up to filing for Dispossess action, including fees for Cease & Quit Notices. All costs shall be considered “additional rent”.

c. If the Landlord proceeds with any form of action to collect any amount due and owing from a Resident, the Resident agrees to pay reasonable attorney’s fees or collection agency fees in connection with that action.

d. 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.

24. ENTRANCE TO THE PARK:

a. 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.

b. 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.

25. OWNER OCCUPANCY OF ALL MOBILE HOMES:

a. 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.

26. RIGHT OF REENTRY:

a. 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.

27. SALE AND/OR REMOVAL OF MOBILE HOMES:

a. 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.

b. 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.

c. New homes installed in the Park must be HUD certified newly manufactured homes, installed by a licensed HUD installer, approved by the Landlord.

28. INSPECTION OF SITE:

a. 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 condition of the site which Tenant has inspected.

29. RIGHT OF ENTRY:

a. 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 must always remain unlocked.

30. LIABILITY:

a. 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.

31. DESTRUCTION:

a. 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.

32. EMERGENCIES:

a. Tenants should call Monmouth Mobile Home Park, Inc. if there are any maintenance emergencies. Monmouth Mobile Home Park has someone on-call for emergencies 24 hours a day, 7 days a week. Please call the main office number 24 hours a day at **(732)-297-2051**, for any emergency. The Park contracts with an answering service for after-hours calls and emergency calls will be returned in a timely manner, non-emergency calls will be returned the next business day. Power Outages should be reported to PSEG **(800) 436-7734** in addition to the Park.

b. There is no charge for our maintenance staff to come out and evaluate an emergent situation, even if it is the responsibility of the Tenant. The Park can recommend contractors to fix items that are the responsibility of the Tenant. The Park will not pay for a contractor hired by the Tenant to fix a maintenance issue that is the Park's responsibility if the Park was not notified of the emergency. The Park will pay for a contractor if the Park is notified and unable to fix an issue within a timely manner that is the Park's responsibility.

c. Tenants should call 911 or the South Brunswick Police non-emergency line **(732)-329-4646** for emergencies relating to threat of person or property, crimes in progress, to report a crime that occurred or if there is suspicious activity.

33. INSURANCE:

a. 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.

b. The unit owner's policy must name **Monmouth Mobile Home Park** as additional interest on the policy. A certificate of insurance must be provided naming **Monmouth Mobile Home Park** additional interest 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.

c. 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.

d. In compliance with P.L. 2001, c313 (C.46:8-50) as amended July, 2023, Tenant is advised; Flood insurance is available to renters through FEMA's National Flood Insurance Program to cover your personal property and contents in the event of a flood. A standard insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

34. COMPLAINTS:

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

35. VIOLATIONS OF RULES AND REGULATIONS:

a. 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 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.

36. ENFORCEMENT OF RULES AND REGULATIONS:

a. 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”.

37. FALSE AND MISLEADING INFORMATION

a. Providing false or misleading information regarding Tenants, Occupants or relating to inquiries about any other Rules and Regulations during tenancy either written or orally is prohibited. Providing false or misleading information of any kind during the application process prior to any conditional or final approval for Tenancy is prohibited.

38. MODIFICATION/AMENDMENTS:

a. 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.

b. 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.

39. LANGUAGE CONTAINED HEREIN

a. The term “Mobile Home” is used herein to describe both mobile homes and manufactured homes. Everything contained in the Rules and Regulations applies to all homes on leased lots, both Mobile Homes and Manufactured Homes.

40. CAPTIONS:

a. Captions, paragraph headings or subtitles contained herein are inserted for convenience only and are in 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.