

# **Delilah MHP Associates, LLC**

Delilah Terrace and Stoney Field Estates Mobile Home Parks

## **Community Rules & Guidelines**

Below you will find the community guidelines, which have been written for your convenience and benefit. These rules become effective on **March 1<sup>st</sup>, 2020**. They have been designed to allow you to enjoy a quality lifestyle in your community. Their purpose is to provide the necessary guidelines and direction which are so important in any community where consistently enforced guidelines always result in a better quality of life and higher resale value should you decide to sell your home.

Understanding these rules and their effect on all of us is a major prerequisite for living in our community. Please read them carefully and ask your park manager any specific questions about their meaning. There is a reason for each of these guidelines, and we would be happy to clarify any of these for you. All previous statements of rules and regulations or policy are null and void.

### **1. APPLICATION, REGISTRATION AND RENT**

All prospective tenants must complete an application form available from the Park Manager, BEFORE moving in. **No individual(s) will be permitted to move into the park without management approval.** Management has the right to approve or reject any application for residency in the community. We will not discriminate for reasons of race, creed, color, ancestry, marital status, civil union status, domestic partnership status, pregnancy or breastfeeding, gender identity or expression, liability for service in the Armed Forces of the United States, nationality, religion, sex, affectional or sexual orientation, disability, familial status, national origin or source of lawful income. . A review of your application may include, but is not limited to, a credit and criminal check, verification of employment and previous landlord references. Criminal and credit background checks will also be processed on all prospective residents, including those occurring after the initial move in date. The nonrefundable charge for this is \$35.00 (thirty-five dollars). Management has the right to reject tenancy due to false or misleading statements on the Rental Application.

All homes in Delilah Terrace & Stoney Field Estates must be duly registered and accepted by Management prior to moving a home in, or in the case of a pre-owned home, prior to the new buyers closing on the sale.

Lot rent is due and payable on the first of the month. Payments are to be made at the park office. Any payment **received after the sixth (6<sup>th</sup>)** of the month will be assessed a \$40.00 late fee. Any check returned for insufficient funds will be assessed a \$20.00 fee.

No refunds will be made for a partial month of occupancy. When move-out or move-in occurs during partial month of occupancy, the seller and buyer must settle the difference at closing. A minimum of thirty (30) days' notice is required prior to termination of occupancy. Leases begin on the first (1st) of each month and end at the end of the month.

Residents are required to maintain a homeowner's insurance policy at all times.

**At the time you move in you may request a twelve (12) month lease. Under New Jersey law, a lease cannot be offered until each resident has received a copy of the community rules and regulations. Management may terminate your lease with a written thirty (30) day notice in compliance with state law for violation of rules and regulations.**

**Failure to pay rent in a timely manner may result in legal action and/or eviction by Landlord. Residents shall be responsible for any and all charges related to such legal action, including, but not limited to, court fees, attorney fees, sheriff fees, postage costs, etc. Any such fee will be added to the rental account and will be considered additional rent.**

## **2. OCCUPANTS AND VISITORS**

- A. OCCUPANTS:** The names of all occupants of each home must be listed on your lease signed at initial occupancy. **The Park Office must be notified of any changes.** The ages of all occupants under the age of 18 years must also be listed on the lease.

Occupants of the home who are not listed will be considered visitors.

The failure of any prospective occupant to complete an application may result in the respective tenant being taken to court for non-compliance of the Rules.

- B. VISITORS:** Visitors are allowed on a temporary basis; long-term visitors must be registered at the Park Office by the homeowner. Any person residing in the Park for more than ninety-six (96) hours will be considered a long-term visitor, and must complete an application. Visitors are expected to comply with Park Rules and Regulations. The respective tenant is responsible for the behavior of any visitor. Management may, at its own discretion, limit the number of visitors at any given time or limit the length of stay.

**Visitors who do not abide by the Rules and Regulations set forth here may be required to leave the Park at once.**

- 3. SUBLETTING: THERE IS NO SUBLETTING ALLOWED IN THESE PARKS.**  
Any violation of this rule will result in eviction of all parties.

## **4. SALE OF MOBILE HOME**

In the event Tenant wishes to sell the mobile home, Tenant must give park management thirty (30) days' notice, in writing, of intent to sell. Tenant(s) must not vacate the home without notice to Management. If the home is to remain in the park, Tenant must submit to Park Management the name of the prospective purchaser (s) so that Park Management may exercise its right to approve or disapprove of the new Tenant. If Park Management disapproves the new Tenant, it will do so in writing, stating the reasons why.

Owners of manufactured homes have the right to sell their home, provided that:

The present homeowner is current on lot rent due. Before the home can be removed, all rents and other charges must be paid in full. There will be no refunds allowed for any unused time during the month of removal.

Prospective buyers are fully advised that management must approve their application to lease before the sale is consummated.

In the event the prospective buyer intends to remove the home from Delilah Terrace or Stoney Field Estates MHP, both the buyer and the seller must meet with management before the sale is finalized.

The seller assumes all responsibility for the orderly removal of the home and guarantees his/her intentions to pay for any and all damages which may result from such a departure including but not limited to damage to roads, signs, shrubs, service connections, etc.

The seller also assumes all responsibility for the complete removal of any debris resulting from the home being taken from the park.

Prospective buyers of a pre-owned home, once approved, must sign a lease and acknowledge receipt of and willingness to comply with the Rules and Regulations.

Homeowners may employ the service of any licensed Real Estate Agent to assist in the selling of the home. Real Estate agents planning to offer a home for sale in the parks must:

Contact the Park Office before beginning any sales activity.

Abide by all Delilah Associates MHP LLC Rules and Regulations and accept the responsibility of conveying these to any and all prospective buyers.

Limit the use of For Sale signs to only one, placed either on the front lawn or the front of the mobile home. No signs shall be placed at the Park entrance, or anywhere else within the Park.

Failure of the Real Estate Agent to contact the Park Office prior to attempting to sell the home will be interpreted to mean that once sold, the home will be removed from the park within thirty (30) days.

## 5. CARE OF GROUNDS

- A. **SNOW REMOVAL:** Delilah Associates MHP will plow and salt all roads to the best of its ability to make travel within the Park as safe as possible. Residents will plow their own driveways. They shall also maintain a clear path to all doors, utilities, electric meter, etc. Damages incurred because of snow plowing of the roads or driveways are the responsibility of the homeowner.

**B. LOT MAINTENANCE:** i. Homeowners are responsible for the upkeep of their individual home sites. In order to keep up with Park standards, all personal property must be removed or stored out of sight. Abandoned, unused, rusting material, or other types of junk shall not be permitted. **NO** outside storage of cans, bottles, boxes, old tires, equipment, etc. will be permitted. Tenant agrees to maintain the leased space and all improvements, including the mobile home, in good condition and repair at all times. Tenant agrees to properly care for and water the lawn, shrubbery, trees and other plantings and grounds on the leased area. This includes keeping the grass and shrubbery trimmed and cut, and properly disposing of leaves. Tenant shall keep the rental premises free of all debris, old furniture, cans, garbage, trash, and other paraphernalia. Storage of bottles, paint cans, boxes, paper products, or equipment under or around the mobile home and on the rental premises is prohibited. The Tenant agrees to be responsible for proper maintenance of water lines and waste line pipes above the ground, and shall not tamper with the electrical lines and pedestals. Tenant shall be responsible for any repairs and the expense resulting from stoppage of waste line pipes on leased space and overflow of waste or water lines. Upon the Tenant's failure to do so and upon forty-eight (48) hours' notice, the Landlord has the right to make any necessary repairs and maintenance at Tenant's expense, and any expense incurred by the Landlord shall immediately become due and payable by Tenant as additional rent.

ii. The Landlord has the right to enter onto the leased property, but not into the Tenant's home, to repair and maintain the leased property, or to perform inspections for health or safety purposes. These inspections or repairs may only be performed by the Landlord at reasonable times during daylight hours, except if an emergency requires immediate action. The right to come onto the leased premises shall also exist if it is necessary to do so in order to erect, use and maintain the utility service systems or equipment. This right on the part of the Landlord does not impose an obligation on the Landlord to perform all of these types of repairs. The Tenant is responsible for repairs and maintenance to the home and all improvements on the home site. By home site this Lease is referring to the foundation, patio, driveway, landscaping, and any other improvements added to the rented lot by any person (Landlord or Tenant). Tenant agrees to properly care for and water the lawn, shrubbery, trees and other plantings and grounds on the leased area. The tenant agrees to be responsible for the proper maintenance of water lines and waste line pipes above the ground, and shall not tamper with the electric lines and pedestals.

Firewood must be stacked behind the house, and must be kept in a neat pile. Piles are limited to 4 x 4 x 4 feet in size.

Play Gyms, toys, etc., must be kept in an orderly manner preferably behind or to the side of the home. Wading pools are allowed, provided the exterior wall does not exceed 12" in height. Pools **MUST** be emptied daily. Trampolines are strictly prohibited.

Portable basketball hoops are limited to one per lot, and must not obstruct other lots or traffic.

- C. LAWNS:** All lawns including any ditch areas must be mowed and trimmed at least once a week during the high growing season. At other times, lawns and ditches must be kept mowed to an attractive height also. Failure to mow and trim will be cause for Delilah MHP Associates employees to do it; a minimum \$25.00 mowing fee and/or a \$25.00 trimming fee will be charged to the tenant each time it is mowed and/or trimmed, depending on height. This is considered additional rent due. These charges will be billed to the homeowner, payable each month when the lot rent is due.

Homeowners may contract with a lawn maintenance services, or they may use lawn fertilizer and weed killers themselves, taking all safety precautions necessary.

Homeowners are expected to rake leaves and dispose of leaves in brown biodegradable bags. Set brown bags at curbside for disposal anytime of the year.

In the event that a resident fails to remove any leaves, items being outside of the home, etc., the Park will do so. The resident shall be charged a minimum of \$50 per hour, as additional rent.

In the interest of beautifying the community, residents are encouraged to add additional shrubs and plants. Management must approve planting additional greenery, due to the fact that there are utilities underground, and digging could result in serious injury to the resident or community infrastructure. Plants, trees and shrubs become the property of the community when planted and may not be removed from the premises without Management's approval. Only shrubs and trees which are dead may be removed without Management's permission. Large trees, which may have died, must not be cut down until adequate safety measures have been taken and Management has granted its permission. **NO TREES MAY BE CUT DOWN WITHOUT MANAGEMENT'S CONSENT.**

Under ordinary circumstances there should be no need to dig holes in lawns. Should this inadvertently happen, the homeowner is responsible for filling the hole and reseeding the lawn.

Flower and vegetable gardens are permitted as long as the size of such gardens does not exceed reasonable residential limits. (If there is a question, seek Management's permission before digging).

**D. Vacant Lots:** These are not to be disturbed. The dumping of grass, clippings, leaves, and other green material is strictly forbidden, as is dumping of any other debris.

**E. Clotheslines:** The umbrella type (folding) clotheslines are the only lines permitted. These should be placed behind the home and kept folded when not in use.

**F. Signs:** Are not permitted anywhere on the home or on the home site, except one FOR SALE Sign, as specified in section IV, d (3).

**G. Home Site Inspections:** Delilah MHP Associates' management reserves the right to inspect any site or the extension of any home during daylight hours to confirm compliance with the rules and regulations. Should any site be out of compliance, Delilah MHP Associates may at its own discretion perform the necessary service and bill the Homeowner, as additional rent.

**H. Satellite Dishes:** Satellite dishes are allowed only if directly mounted on the mobile home. No free-standing dishes are allowed.

**I. Trash Receptacles:** Receptacles are for household trash only, and are permitted to be placed curbside for pickup **NO** sooner than the night before pickup, and they must be removed from the curb the same day as pickup. Each unit will have one receptacle.

**J. Legal Compliance:** Each home shall comply with all applicable laws.

**K. Storage:** Storage of personal property under the home is prohibited.

## **6. UTILITIES**

In Delilah Terrace & Stoney Field Estates MHP, two of the most costly expenses are the water and sewer bills. Because it is impractical to have each lot metered separately, Management must require that all residents follow certain rules concerning water usage and sewer usage.

- A. WATER LINES:** Plumbing must be left in good repair to avoid creating health hazards, and to avoid unnecessary water waste. Leaky faucets, running toilets, or malfunctioning faucets, unless still under warranty, must be repaired as quickly as possible by the homeowner. Problems with homes under warranty should be reported to management at once. Other water leaks outside of the home not caused by the homeowner's neglect or abuse, will be repaired by Delilah MHP Associates' expense.

**Management reserves the right to monitor water usage at each home.** In the event that minor leaks are detected, the homeowner will be duly notified and allowed a reasonable time to make the necessary repairs. **If major leaks are discovered, Management reserves the right to shut off the water supply to the home until the problem is solved.**

- B. WATER LINE FREEZING:** Each home is responsible for providing adequate protection from freezing of the water lines beneath his/her home. Most homes are equipped with thermostatically controlled heat tapes. It is important that these tapes be checked for efficiency periodically especially before and during the winter season. Pipe freeze-up and heat tape repair can be quite costly and are the sole responsibility of the homeowner.

C. **LAWN WATER & CAR WASHING:** Careless waste of water can become a threat to all residents. Therefore, car washing is limited to ONCE a month at Delilah Terrace & Stoney Field Estates Mobile Home Parks. Only residents are permitted to wash his/her personal vehicle(s). Watering of lawns and gardens must be limited to one-half hour per day. Please disconnect your hose when not in use.

D. **LAUNDRY:** The laundering of clothes etc. must be limited to items belonging to the home occupants.

E. **SEPTIC SYSTEM:** The septic systems at Delilah MHP Associates can process normal sewage, but cannot accept sanitary napkins, paper towels, disposable diapers, etc. Flushing of garbage, fat or other non-soluble substances in the toilet or in any drain is strictly forbidden. These and similar practices can cause a serious backup and clogging which would threaten the well-being of all residents. Modern detection methods do reveal the source of sewer problems, right down to the individual home involved.

Homeowners who are responsible for water line and/or septic problems because of a failure to adhere to the above-named requirements, will be subject to all costs necessary to repair or replace the affected portions of the water or septic system. Please report any problems with your septic system to Management immediately. Delilah MHP Associates, LLC assumes the responsibility for the repair of any water line or septic system, which may be faulty below ground level, unless such a problem has developed because of homeowner (family and guests) negligence.

F. **FUEL TANKS:** a.) Heating oil, propane and other fuel tanks shall be installed in accordance with applicable state and local codes and, in any case, shall be installed a minimum of five feet (5') horizontal distance from the furnace and shall be installed in the rear of the home. A lot shall have a single tank which is designed for use as a home heating fuel tank. Converted 55-gallon oil drums are strictly forbidden.

b. (i) All Tenants who fuel their home with oil (or bring any hazardous substance on to the premises) acknowledge their obligation to the landlord to clean up any spill or discharge of these substances. Each tenant shall indemnify and hold the landlord harmless from any liability for fees, costs or damages of any nature, cause to the landlord as a result of the tenant's use, possession, repair, or replacement of such a storage tank.

(ii) All tenants who heat their home with fuel oil acknowledge that they must have the storage tank placed upon a concrete pad to prevent any leaks from the tank or any failure on the part of the delivery men to successfully get all of the oil into the tank to prevent any spilled or discharged oil from going into the ground water. All parties acknowledge that the water supply in the mobile home park community is supplied by wells and all parties acknowledge their responsibility at all times to act diligently in avoiding contamination of the park's primary water supply.

(iii) Where any Tenant has continued to use an above ground oil tank, the Tenant acknowledges his obligation to continuously inspect the tank for signs of

wear, rust or other deterioration or possible causes of leaking or any failure of tank integrity. Upon discovering any such problem the Tenant has an obligation to supply the Landlord with written notice of the problem, so that the Landlord can also inspect it. In addition, independent of any Tenant inspection the Landlord has the right (but not the obligation) to inspect all oil tanks at any point in time while they are on the premises. Immediately after the Tenant's discovery of any problem with the tank or any sign of deterioration the Tenant acknowledges his obligation to maintain the tank within ten (10) days of the Tenant's discovery of any such problem or after written notice from the Landlord or sooner if the risk presented by the problem reasonably requires immediate response. Any tank showing any signs of rust or other significant problems which call into question the integrity of the tank or any tank that has reached its life expectancy, as designated by the manufacturer, must be replaced by the Tenant at his or her sole cost. If and when any Tenant replaces any oil tank, the replacement tank must be an U.L. outdoor rated tank placed upon a concrete pad or oil containment pan installed after the Tenant or his authorized representatives secure all permits required by law. All newly installed tanks shall have a drain in the bottom of the tank and must be drained at least yearly.

(iv) All Tenants who maintain oil tanks on the premises must secure H.E.L.P. insurance or its equivalent providing for \$200,000.00 worth of coverage, if it is available. If at any point in time it is not available in this coverage limit, but other coverage limits are available (either higher or lower), then the minimum amount of coverage available in excess of \$99,999.00 must be secured by the Tenant.

(v) All parties acknowledge their responsibilities pursuant to the foregoing provisions related to oil tanks and consistent therewith all parties acknowledge that it is appropriate for the Landlord to put all oil companies delivering oil onto the premises on notice of the following:

“The owners of the Mobile Home Community are extremely concerned about oil contamination from oil tanks located on the premises and/or from related oil deliveries. As such they expect such oil company delivering oil to the premises will have their delivery person inspect any tank to which delivery is being made. Further, the oil company will be expected to put the owners of the mobile home park on notice immediately of:

(a) Any tank, which upon inspection, shows any sign of lack of maintenance, rusting, wear and tear or any indication of deterioration in the integrity of the tank; and

(b) Notification that, during the delivery process, oil was discharged onto the surface of the mobile home park property or onto any concrete pad or containment pad placed by a Tenant under their oil tank whenever this occurs. All oil company representatives will be expected to stop at the office upon each delivery and acknowledge in writing that they have inspected the tank and verify its integrity.”

(vi) Each Tenant acknowledges that at any point in time when it decides to replace its furnace, either voluntarily or because the furnace is in need of replacement, at that point in time the Tenant will convert the fuel oil system for its mobile home to an

alternative fuel supply, either one involving gas heat or one involving electric heat. This conversion will be at the Tenant's sole cost and expense. On that occasion, the Tenant will have the obligation to remove its oil tank from the property, consistent with all legal requirements

**G. ELECTRICAL SERVICES:** Homeowners should know how to shut off electrical service to their homes from inside and outside the home in case of an emergency. Attaching any device or wires to the electrical entry is extremely dangerous and is strictly forbidden. Any repairs which may become necessary to the meter box, wiring from the meter box to the home or inside the home are the homeowner's responsibility. Any and all repairs, replacements or additions to the homes electrical system must be performed by a licensed electrician in compliance with all applicable state and local codes. Homeowners are advised to take all necessary precautions before and during an electrical storm for the safety of the residents and to protect electrical equipment such as TV sets, sound systems, microwave ovens, etc.

## **7. REGULATIONS FOR PETS**

**Residents shall not keep or harbor any pet (including an animal, bird, rodent, or reptile of any kind) for which prior written approval has not been given by MANAGEMENT. Having a pet in the community is a privilege, which can be revoked if the following provisions are not complied with in their entirety:**

- A. No pets are permitted except those identified and approved by Management. **No more than TWO pets will be permitted at any site.** Pets, if accepted, must be kept under the control and are responsibility of the Resident.
- B. Guests are NOT permitted to bring pets into the community.**
- C. Prior to bringing any pets into the community, all pets must be approved and registered with the community office. Information necessary for registration is type of pet, size, age, weight, height, photograph, and inoculation records.
- D. Only house pets are permitted in the Community. House pets are herein defined as dogs and cats which remain inside the house at all times, except when being walked on a leash. Under no condition will a dog or cat be allowed to run free.
- E. No resident may keep, or harbor, any of the following breeds (or mixes) of dogs: German shepherd, chow, great dane, presa canario, akita, Alaskan malamute, pit bull, Staffordshire terrier, wolf-hybrid, Doberman pinscher, rottweiler, and Siberian huskie.
- F. **Any pet outside the home must be kept on a leash. Tie outs are allowed, but the animal must be supervised the ENTIRE time. In the event that the Resident has a secured fenced-in yard, supervision is still required at all times. Any animal left outside unsupervised for any length of time is STRICTLY PROHIBITED.**
- G. Resident is responsible for any damage to property, waste, or disturbances or annoyances caused by pet.

- H. Dog houses, animal runs, pens or any type of pet enclosure are strictly prohibited.
- I. Residents are encouraged to spay or neuter dogs. Keeping a pet for breeding purposes is prohibited. However, in the event of offspring, Landlord must be notified and written permission obtained for offspring to stay in the Community for the nursing period.
- J. Noisy or unruly pets or those which have violated any other provision of these Rules must be removed from the Community.
- K. Pets may not be curbed on other resident's yards, recreation areas or any other common grounds in the Community. Resident is responsible for pick-up and proper disposal of any pet droppings on Resident's site or anywhere inside the Community. Pet droppings left to accumulate become a health hazard and smell. If any resident fails or neglects to pick up his/her animal's droppings, the animal will no longer be allowed within the Community.
- L. Resident is responsible for compliance with all applicable state, city or county regulations and requirements with respect to licensing, vaccinations, health, and leash laws. Current copy of rabies certificate must be kept in the office in Resident's file, and a license tag is to be worn by pet at all times when walked on leash outdoors.
- M. Absolutely no pet which has displayed a propensity to attack either human beings or other animals, and no pet which has been determined to be a "dangerous pet" shall be permitted in the Community for any purpose or at any time whatsoever. Any such animal or pet considered an "aggressive animal," or has exhibited aggressive behavior, shall not be permitted in the community.
- N. Birds which are of the nature of house pets are allowed, however, no birds, fowl or animals of any kind are to be bred or raised on site or in home for business purposes
- O. Outside caged pets and/or farm animals are prohibited.
- P. Snakes or any type of reptile that is considered dangerous or poisonous are strictly prohibited.
- Q. The feeding of any feral animal(s) (cats, dogs, squirrels, groundhogs, etc.) is **STRICTLY PROHIBITED**.
- R. In the event that false information is provided to Management regarding a resident's pet, said pet must be removed from the Community.
- S. Permission is granted only for the pets approved and registered with the Management Office. If a resident loses a registered pet, or if the pet dies, the pet may not be replaced without prior written permission of Management subject to this section.
- T. Refusal to remove any restricted breed or animal deemed as "aggressive" may result in a possible eviction action, as well as termination of the Rental Agreement.

## **8. MOTOR VEHICLES**

Unregistered or uninspected motor vehicles of any size or type are not permitted in Delilah Terrace & Stoney Field Estates MHP. Residents with an uninspected or unregistered vehicle will be given a 3-day notice. In addition, tenant authorizes (consents to) landlord to (1) tow away from the parking area or any street area at the tenant's sole cost and expense any motor vehicle belonging to a tenant or the tenant's guests or invitees which is parked in violation of any other provision of the lease or 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 24 hours after the tenant receives notification from the landlord of the parking violation or of the fact that the vehicle is leaking substances onto the aforementioned roadway or parking area surfaces and (2) provide notice of the violation or of the leak observed from the vehicle by leaving a notice on the vehicle and by leaving a copy of the notice at the tenant's home when the Landlord has reason to know where the owner/user of the vehicle is. Each home is limited to **TWO** registered vehicles, both of which must be in a drivable condition. They both must be registered with Management.

**Motor vehicles MUST be parked in the resident's driveway, NOT on the grass.** Guests may park on the streets for a short time (but not overnight), so long as traffic is not obstructed or a safety hazard is created. All motor vehicles are required to have mufflers to eliminate loud noises.

Tenants are allowed to perform minor repairs and adjustments, including oil changes, on their own vehicles only. Major repairs to vehicles are not allowed anywhere in the mobile home park. Residents are responsible for the proper disposal of any vehicular fluids which are result of any repairs.

There shall be no motor vehicle of any type stored on the tenant's premises which are not readily drivable and operable.

**The playing of loud music from any vehicle, at any time, is STRICLY PROHIBITED.**

All-terrain Vehicles and/or Snowmobiles: May be owned by residents but may not be driven in Delilah Estates or at Stoney Field Estates in the open field or streets. Any resident found in violation will be expected to remove the ATV, etc., from the Community permanently. Failure to comply with any such request is grounds for eviction.

Motorcycles-Motorbikes: Which are registered for highway use are allowed in the park but must be driven by a licensed driver in a safe and responsible manner that minimizes noise. These vehicles are restricted to driving only directly to and from the owner's home.

Delivery Vehicles: Delilah MHP Associate's management specifically reserves the right to restrict the operation of all delivery vehicles or other vehicular traffic within the Park. In the interest of safety and to preserve grounds and roadways, vehicles which do not strictly adhere to the speed limit and other regulations of the park will be barred from entering.

## **9. SPEED LIMITS:**

For the safety of all residents and visitors to Delilah Terrace & Stoney Field Estates MHP, the Park Speed limit is **10 MPH**.

**THIS SPEED LIMIT IS STRICTLY ENFORCED AND EXCEEDING THE SPEED LIMIT MAY BE GROUNDS FOR EVICTION!!!!**

Residents are responsible for their own observance of the speed limit and also for all members of their family, and guests. Residents have an obligation to report speeding to the Park Office as it occurs. It is helpful to management to have as much information on the violator and his/her vehicle as can be observed.

**RESIDENTS FOUND SPEEDING WILL BE FINED \$25 FOR THE FIRST OFFENSE, \$50 FOR EACH OFFENSE THEREAFTER, AS ADDITIONAL RENT.**

Damages caused to any Delilah MHP Associates or tenant's premises by leaking gasoline, oil etc., or by a vehicular mishap, are the responsibility of the resident causing such damage and must be paid for accordingly.

## **10. HOME OCCUPATIONS/BUSINESSES**

Delilah Terrace & Stoney Field Estates MHP are designed primarily as a residential community and business enterprises are not allowed.

Babysitting and Childcare: Babysitting or daycare of children who are not residents of the park is prohibited without prior permission of Management, which reserves the right at its own discretion to grant or deny such permission.

## **11. CONDUCT OF RESIDENTS**

- A. **COMPLIANCE WITH LAWS:** Homeowners, their household members and guests, are expected to comply with all local, state and federal laws. The owner of the home is responsible for the conduct of any co-tenants or guests. Non-compliance of the rules and regulations by tenants, co-tenants or guests is grounds for eviction from the Community.
- B. **NOISE:** Quiet time is from 10:00 PM – 7:00AM, which also mirrors the Township Ordinance. Loud parties, loud musical instruments, radios, TV's or any other offensive noise is prohibited. Basketball, or the bouncing of any balls, is NOT permitted after 10:00PM. **Excessive noise of any kind within the Park, at any time, which in any way disturbs the peace and tranquility of the residents is strictly forbidden.** Residents need to be mindful of their neighbors, and recognize that sound travels.
- C. **ALCOHOLIC BEVERAGES:** Consumption of alcohol inside a resident's home is a personal matter and will be unabridged, unless such drinking results in the disruption of the peace and tranquility of any park resident. Consumption of alcoholic beverages elsewhere in the park is strictly prohibited.

- D. DISORDLY CONDUCT:** Such as shouting, fighting, etc. will be reported to the Egg Harbor Twp. Police immediately.
- E. CHILDREN:** There is a curfew of 10:00PM for persons. No person is allowed to engage in recreation on community roads, near service facilities, mail box stations, etc. Children must not play on any lots, whether a resident's or the Park's, unless they have specific permission to do so from the respective homeowner or Management. Parents and guardians will be held responsible for any acts of vandalism, as well as the behavior of their children.
- F. FIREARMS:** Firearms of any kind may not be carried or fired in the Mobile Home Parks. All firearms kept on the premises must be kept unloaded at all times.
- G. FIREWORKS: FIREWORKS, OF ANY KIND, ARE STRICTLY PROHIBITED ON PARK PROPERTY!!! NO EXCEPTIONS.**
- H. PROPERTY:** Residents are responsible for their own property whether on their own lot or elsewhere in the park. Management assumes no responsibility for lost, stolen or damaged property of residents. If a resident, his/her household members, a guest is responsible for damage to Park or another homeowner's property, by any means, the resident causing the damage will be held responsible for the costs necessary to repair or replace the property damaged. Such costs will be payable with ten (10) days after demand to Delilah MHP Associates Park office. Such charges are considered "additional rent".
- I. TRESPASSING:** No resident, or guest, is permitted to "cut through" lots, unless given specific expressed permission for the lot holder.
- J. YARD SALES:** Are only allowed with Management's written permission, AND require a permit from Egg Harbor Township. Residents are expected to clean up after each sale, and items are not to be stored outside in the area. Residents will be charged a minimum of \$25 removal fee, as additional rent, for any items left behind.

## **12. CONDITION OF HOMES IN THE PARK**

This section of the Rules is designed to ensure the safety of residents of the Park. The safety and condition of your home is important to your neighbors. The following standards are applicable at all times to all homes in the Park. These rules will be invoked whenever Management has reason to believe that an unsafe condition may exist. In order to ensure that homes have been maintained in a safe condition, and that any additions and alterations meet these standards, Management may inspect the home. Owners of homes which fail to meet the standards contained herein will be given a reasonable opportunity to correct any deficiencies in order to meet the standards. If the home is not brought up to these standards, Management may require that the home be removed from the Park. Delilah MHP Associates' Management does not assume any responsibility for the safety of any home, or of its occupants, nor do we certify that a home has met these standards. No

additions, alterations or improvements (including landscaping) shall be made, installed on or attached to the leased space or mobile home without the written consent of the Landlord and all necessary governmental permits and approvals. The Tenant agrees that any improvements made to the leased space during the term shall be and remain the property of Landlord. All fixtures, trees and shrubs placed upon the leased space shall become the Landlord's property. They shall remain on the property and be surrendered to the Landlord as part of the premises when the Tenant leaves or abandons the premises.

- A. **LOT NUMBERS:** All homes are required to have lot numbers on the front corner of the home. The numbers must be 3" high and black in color.
- B. **EXTERIOR COATING OR SIDING:** The original or replacement siding must be in a safe and secure condition, without holes, rust or substantial dents, scrapes, patching or fading. At a minimum, each home must be power washed each Spring.
- C. **WINDOWS AND DOORS:** Windows, storm windows, screens and exterior doors must be fully operable and must not be in a deteriorated condition. There must be at least one (1) egress window or door in each bedroom. Each such window shall have a minimum clear opening of at least five (5) square feet, the smallest dimension of which shall be not less than twenty-two (22"), and the bottom of which shall be not more than thirty-six (36") from the floor. There shall be at least two exterior doors in the home, and each shall have an exterior light adjacent to it and code compliant stairs.
- D. **WINDOW TREATMENTS:** Only standard blinds & shades are allowed, and they must be in good condition. NO sheets, blankets, flags, etc. are permitted on any window.
- E. **PLUMBING, HEATING & ELECTRICAL SYSTEMS:** The plumbing system must be properly functioning with no leaks and must be designed and installed to accommodate the pressure of the water supply system to which it is attached. Any additions or alterations to the original factory-installed plumbing system must be of durable material, free from defective workmanship and so designed and constructed as to perform satisfactorily with reasonable life expectancy. The component parts of the heating system, especially the stack, tank-to-burner connections, flue, chimney and heat compartment, must be fully and safely operable. Any additions or alterations to the original, factory-installed heating system must be of durable material and free from defective workmanship. They must be designed, constructed and installed in a manner appropriate to their use. The location, installation, and condition of fuel tanks must comply with applicable local and state standards. All wood stove installations including stove, flue pipe and chimney, must be inspected by a local or state fire official and be certified to management by such official in wiring as being in compliance with applicable state and local safety standards.

The electrical service and wiring must be in accordance with specifications of the edition of the National Electrical Code in effect at the date of manufacture of the home, and, if built on or after June 15, 1976, conform to the specifications of the HUD Code

in effect at the date of the manufacture of the home. There must be no electrical shortages, or other unsafe safe conditions, and any aluminum wiring must be installed in accordance with present standards of the National Electrical Code, or for homes built on or after June 15, 1976, conform to the HUD Code. All fixtures must be safe and suitable for which they are used. The service entrance must be adequate for the electrical load imposed by the manufactured home and for any additions, given its number of occupants and the type and number of electrical appliances. Management, in its sole discretion, may require the homeowner or occupant to obtain written certification from an appropriately licensed tradesperson that the plumbing, heating, and electrical systems are safe and fully operable, and meet or exceed all applicable state or local standards.

- F. **SKIRTING REQUIREMENTS:** Skirting is required around all homes. Skirting must not have holes or display any deterioration, and it must enclose the area between the home and the ground. If the skirting is replaced on existing homes, the new skirting must be approved by Management. Skirting shall be installed in accordance with the manufacturer's installation instructions. It shall be secured as necessary, to assure stability, to minimize vibrations, to minimize susceptibility to wind damage, and to compensate for possible frost heave.
- G. **STEPS, HANDRAILS, PORCHES, DECKS, WINDBREAKS OR OTHER ADDITIONS:** All must be constructed in accordance with applicable local building codes. Prior to construction, the homeowner must consult with Management and must receive written approval from Management of the design, color, materials, and the location of said construction. Existing steps, handrails, porches decks, windbreaks or other additions to the home and exterior structure, and storage sheds must not be in a deteriorated state or condition, and must be properly constructed and safe for all proper purposes. Decks may be any color of the person's choice but should try to blend into the home and neighborhood, usually natural, redwood, cream, white or color of home. Loud and exotic colors are not to be used. Plans for decks must be submitted to the manager's office for approval. Then, a permit must be obtained from the Egg Harbor Township Code Enforcement Office. ALL decks, steps, porches, etc., must be kept in safe condition. Anything deemed unsafe, must either be renovated or torn down, at the tenant's expense. If the tenant fails to do so, Management reserves the right to do so, and will charge the tenant the demolition fee as additional rent.
- H. **SHEDS:** Storage sheds may not exceed 10 x 12 feet, must be painted or stained, and their height may not exceed that of the home on the same lot. **ONLY ONE** storage shed is permitted on each lot. In no case may particleboard, chipboard, tar paper, or plastic be used as an exterior finish or cover to any home or accessory structure. Metal sheds, which rust, are not acceptable. Texture III is acceptable, as is vinyl siding.
- I. **FENCES:** ALL fencing must be approved by Management **PRIOR** to installation. Fences of four (4) feet in height, or less, are permitted. Only picket, split-rail or chain link fencing are allowed. Chicken wire or stockade privacy fencing is **STRICTLY PROHIBITED**. Any non-conforming fencing must be taken down. If the tenant fails to

do so, Management reserves the right to do so, and the tenant will be charged \$25 per hour labor fee as additional rent.

**J. SMOKE DETECTORS:** All homes in the Park must have at least two (2) smoke detectors installed on or near the ceiling areas within or giving access to each bedroom. The make and model of the smoke detector must be one which has been approved by the State Fire Marshall and is UL (Underwriters Laboratory) listed.

**K. OTHER ASPECTS OF THE STRUCTURAL SAFETY OR SOUNDNES OF THE HOME:** The manufactured home must be mechanically sound and structurally safe. There must be no weakness or defects in the manufactured home affecting the health or safety, or the potential health or safety, of its occupants and their guests.

### **13. ENFORCEMENT OF GUIDELINES**

Enforcement of the guidelines is a major part of the Park Manager's duties and obligations to all residents. Ignorance of the guidelines is not acceptable as an excuse for violation. Each resident is entitled to two warnings from the Park Manager for an infraction of any guideline. The first warning may be either a telephone call and/or a form letter to the resident indicating which guideline has been violated. The second, and usually final warning shall be in writing. If the infraction is not corrected or if the violation is repeated, the resident's lease will be terminated for cause. Management is the sole judge of the existence of such action. If at any time, you do not understand or find it difficult to read or understand these guidelines, Management shall interpret or read these guidelines to you.

Any complaints regarding park conditions, infrastructure, health, safety, or a complaint that one resident has with another must be given at the office, in writing. All complaints are held in confidence! Emergencies are at all times to be reported to the site office and park emergency number immediately. Residents are to call 911 for fire or medical emergencies. Park staff cannot respond to medical emergencies.

Should any or part of these guidelines or provisions of these guidelines be invalid under an ordinance of the Town, State or Federal law, that part which is invalid shall have no effect on the entire guidelines. All other guidelines shall be enforced accordingly.

These guidelines are only a small part of the lifestyle at Delilah Terrace and Stony Field Estates. They set the tone for mutual respect and understanding of others, which makes our community a good place to live. Our facilities, location and professional management provide a sound basis for happy living. We want you to enjoy living here!

Dated: May 21, 2019

Effective: December 1, 2019