

# **PARK RULES FOR MEREBROOK PARK**

## **Preface**

In these rules:

- “occupier” means anyone who occupies a park home, whether under an Agreement to which the Mobile Homes Act 1983 applies or under a tenancy or any other agreement
- “you” and “your” refers to the homeowner or other occupier of a park home
- “we” and “our” refers to the park owner.

These rules are in place to ensure acceptable standards are maintained on the park, which will be of general benefit to occupiers, and to promote and maintain community cohesion. They form part of the Agreement by which homeowners occupy the pitch in accordance with the Mobile Homes Act 1983, as amended.

None of these rules is to have retrospective effect.

Accordingly:

- they are to apply only from the date on which they take effect, which is 1<sup>st</sup> January 2015;
- and
- no occupier who is in occupation on that date will be treated as being in breach due to circumstances which were in existence on that date and which would not have been a breach of the rules in existence before that date.

These rules also apply (for so long as they live in a park home on the park) to the park owner and any employees

## **Condition of the Pitch**

1. For reasons of ventilation and safety you must keep the underneath of your home clear and not use it as a storage space.
2. You must not erect fences or other means of enclosure unless they are of open lattice type, no more than 4 feet in height and you have obtained our approval in writing (which will not be unreasonably withheld or delayed). You must position fences and any other means of enclosure so as to comply with the park’s site licence conditions and fire safety requirements.

3. You must not have external fires, including incinerators, with the exception of a domestic barbeque.

4. You must not keep inflammable substances on the park except in quantities reasonable for domestic use.

5. You must not keep explosive substances on the park.

6. No substantial garden ornaments including but not limited to ornamental garden gnomes shall be placed in the garden of the park home

**Note.** The express terms of a homeowner's agreement contain an undertaking on the part of the homeowner not to allow anything, which is or becomes a nuisance, inconvenience or disturbance to other occupiers at the park and this undertaking extends to the use of wood burning stoves and the smoke and fumes emanating from them. A similar requirement not to cause a nuisance applies to tenants and again this includes the operation of wood burning stoves

## **Storage**

7. a) Except as provided in this rule 7(e) you must not have more than one storage shed on the pitch.

b) Where you source the shed yourself, the design, standard and size of the shed must be approved by us in writing (approval will not be withheld or delayed unreasonably). Dimensions of the shed should not exceed 8 feet in length and 6 feet in width

c) You must position the shed so as to comply with the park's site licence and fire safety requirements.

d) You must not have any storage receptacle on the pitch other than the shed mentioned in this rule 7 and any receptacle for the storage of domestic waste pending collection by the local authority.

e) In exceptional circumstances where sufficient space is available on the pitch and having first obtained our approval in

writing (which will not be unreasonably withheld or delayed) an additional storage unit may be permitted. Factors to be considered in determining approval will include the impact of any additional unit on the amenity of adjoining occupiers including the size and positioning of the unit together with compliance with the park's site licence and fire safety requirements

8. You must ensure that any shed or other structure erected in the separation space between park homes is of non-combustible construction and positioned so as to comply with the park's site licence conditions and fire safety requirements. The separation space is the space between your park home and any neighbouring home.

### **Refuse**

9. You are responsible for the disposal of all household, recyclable and garden waste in approved containers through the local authority service. You must not overfill containers and must place them in the approved position for the local authority collections.

10. You must not deposit any waste or rubbish other than in local authority approved containers on any part of the park (including any individual pitch).

### **Business Activities**

11. You must not use the park home, the pitch or the park (or any part of the park) for any business purpose, and you must not use the park home or the pitch for the storage of stock, plant, machinery or equipment used or last used for any business purpose. However you are at liberty to work individually from home by carrying out any office work of a type, which does not create a nuisance to other occupiers and does not involve other staff, other workers, customers or members of the public calling at the park home or the park.

### **Age of Occupants**

12. No person under the age of 45 years may reside in a park home

### **Noise Nuisance**

13. You must not use musical instruments, all forms of recorded music players, radios and other similar appliances and motor vehicles so as to cause a nuisance to other occupiers, especially between the hours of 10.30pm and 8.00am.

### **Pets**

14. You must not keep any pets or animals except the following:
- - Not more than 1 dog (other than any of the breeds subject to the Dangerous Dogs Act 1991 which are not permitted at all). You must keep any dog under proper control and you must not permit it to frighten other users of the park. You must keep any dog on a leash not exceeding 1m in length and must not allow it to despoil the park.
  - - Not more than 1 domestic cat. You must keep any cat under proper control and must not permit it to frighten other users of the park, or to despoil the park.

### **Note**

The express terms of a homeowner's agreement contain an undertaking on the part of the homeowner not to allow anything, which is or becomes a nuisance, inconvenience or disturbance to other occupiers at the park and this undertaking extends to the behaviour of pets and animals. A similar requirement not to cause a nuisance applies to tenants and again this includes the behaviour of pets and animals.

### **Note**

These rules do not have retrospective effect. If the keeping of the pet complied with the previous rules, an occupier will not be treated as being in breach when these rules take effect. However, when the pet dies or leaves it can only be replaced if this would comply with these rules.

15. Nothing in rule 14 of these Park Rules prevents you from keeping an assistance dog if this is required to support your disability and Assistance Dogs UK or any successor body has

issued you with an Identification Book or other appropriate evidence.

## **Water**

16. You must protect all external water pipes from potential frost damage.

## **Vehicles and parking**

17. You must drive all vehicles on the park carefully and within the displayed speed limit.

18. You must not park more than 2 vehicles in the area immediately adjacent to your park home.

19. You must not park on the roads or grass verges.

20. You must not park anywhere except in the permitted parking spaces.

21. Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park, including:

- light commercial or light goods vehicles as described in the vehicle taxation legislation and
- vehicles intended for domestic use but derived from or adapted from such a commercial vehicle

22. Caravans or motorhomes shall not be parked on the roads or adjacent to the park home except for purposes of loading and/or unloading

23. You must hold a current driving licence and be insured to drive any vehicle on the park. You must also ensure that any vehicle you drive on the park is taxed in accordance with the requirements of law and is in a roadworthy condition.

24. Disused or unroadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle, which is apparently abandoned.

25. You must not carry out the following works or repairs on the park:

(a) major vehicles repairs involving dismantling of part(s) of the engine (b) works which involve the removal of oil or other fuels.

## **Weapons**

26. You must not use or display guns, firearms and offensive weapons (including crossbows) on the park and you may only keep them on the pitch or in your home if you hold the appropriate licence and they are securely stored in accordance with that licence.

## **External Decoration**

27. Homeowners must maintain the outside of their park home in a clean and tidy condition. Where the exterior is repainted or recovered homeowners must use reasonable endeavours not to depart from the original exterior colour scheme.

## **Satelite Dishes**

28. Homeowners must position satellite dishes within the garden area of the park home and must not attach the dish to the home.

## **River Derwent**

29. The river runs along the Eastern boundary and is inherently dangerous. You must ensure that your visitors, guests and family, particularly visiting children are aware of the dangers.

## **Fishing**

30. Fishing along the Western boundary within the park is permitted with an appropriate licence from the river authority. This right does not extend to fishing within the boundary of other park owners homes.

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