

# ***PARK RULES FOR BERKELEY VALE 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. The Park Owners sincerely desire that everyone shall live on the park comfortably. It is with the cooperation of everyone in respecting these rules that this can be possible.

With one exception the rules also apply to any occupiers of park homes who rent their home. The only rule which does not apply to occupiers who rent their home is rule 36 about the colour of the exterior of the home, as someone renting their home would not be responsible for exterior maintenance.

None of these rules is to have retrospective effect.

Accordingly:

- they are to apply only from the date on which they take effect
- 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.

**Please note the following rules are in addition to the Implied and Express terms which were updated in the 2013 amendment of the 1983 Mobile home Act and form part of your Written Statement. Therefore some rules that were on the old Park Rules sheet are now covered in the express terms of agreement. They have not been removed.**

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## **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 or replace fences or other means of enclosure unless they are treated manufactured timber panels of no greater than 1.2m (4ft) in height, and you have obtained our approval in writing (which will not be unreasonably withheld or delayed). Where you erect a fence you must position this to the side of your home but not to extend beyond the length of your home at the front. Where a home has a communal footpath to the rear you must not erect or replace an enclosure more than 1m (3ft 3 inches) beyond the length of the home. Homes without a footpath to the rear may extend enclosures to the boundary of their pitch. All means of enclosure must comply with the park's site licence conditions, fire safety requirements and Express terms of the agreement.
3. You must not plant or replace hedging from Leylandi or any other flammable plants such as bamboo and pampas grass. Existing plants must be maintained at 1.2m or less in height. This is to comply with the park's site licence conditions, fire safety requirements and Express terms of the agreement.
4. You must not lay any concrete, paving slabs, gravel, decking, or similar hard standing to the exterior of your pitch unless it is no greater than 4 m<sup>2</sup> and you have obtained our approval in writing (which will not be unreasonably withheld or delayed). This is to reduce the likelihood of surface flooding. You must position any hard standing so as to comply with the park's site licence conditions, fire safety requirements and Express terms. This excludes parking bays see rule 5.
5. You must not lay any hard standing for the purpose of parking a vehicle unless you have obtained our approval in writing (which will not be unreasonably withheld or delayed). The hard standing must be 14ft x 7ft (4.3m x 2.1m) and constructed from block paving (to reduce likelihood of surface flooding). To comply with the park's site licence, fire safety requirements it must be adjacent to a road and not in the same separation distance as another vehicle.
6. You must inform the park owners in writing of any planned external works that may effect the separation distance. This is to ensure compliance with site licence terms, fire safety requirements and the Express terms of the agreement. Permission will not be unreasonably withheld or delayed.
7. You must not have external fires or incinerators ( Excluding gas barbeques).

## **Storage**

8. You will be provided with 1 standard shed, which must not be removed or extended. You must not have more than one additional storage shed on the pitch. Where you source the shed yourself, design, size and position of the shed must be approved by us in writing (approval will not be withheld or delayed unreasonably). The shed must be of metal or plastic construction to comply with the park's site licence and fire safety requirements.

## **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.

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## **Occupants**

10. You must be 50 years old or over to live permanently or temporarily in a park home at Berkeley Vale Park. This does not include occasional visitors.

11. You must not look after children for long periods on a regular basis either inside or outside of your home. You must not allow visiting children to cause disturbance to other residents.

## **Noise Nuisance**

12. 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**

13. You must not allow any dog to live permanently or stay temporarily in your home. No visiting dog may be in the home without his or her owner present. With the exception of 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.

14. You may not keep more than 2 domestic cats per home.

15. You must not keep any other pet or animal at the park home or on the pitch except those which are housed in a cage, aquarium or similar and remain at all times within your home

## **Water**

16. You must protect all external water pipes from potential frost damage. This includes pipework underneath your home and in your shed.

## **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 1 vehicle on the park. The vehicle must not be greater than 5m (16ft) in length.

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

20. Parking spaces provided are for the use of residents and employees of the park only. You must instruct your visitors to park their vehicle outside the park.

21. No touring caravans, boats or motorhomes are to be stored within the park or the overflow car park in Hook Street. Only trailers under 5ft in length may be stored on your pitch and must be kept out of sight.

22. You must hold a current driving licence and be insured for any vehicle you drive 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.

23. Disused or un roadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned.

24. You must not carry out vehicle repairs on the park.

