

# **PRIORY COURT - PARK RULES**

*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 other agreement
- “you” and “your” refers to the homeowner or other occupier of a park home, their visitors and guests
- “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 January 2015; and
- no occupier who is in occupation on that date will be treated as being in breach due to circumstances which are 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 as long as they live on Priory Court) to the park owner and any employees, with the exception of the following **rules (1, 3, 9, 17, 26)***

## **Occupancy of the park home and pitch**

1. No person under the age of 50 years may reside in a park home
2. Use by bona fide guests is accepted but restricted to a total of no more than twenty one days/nights consecutively in a year. It is the responsibility of the homeowner to ensure such guests abide by the Park Rules. Consideration will be given to any resident requiring full or part time care by a family member or social services. In any event occupation of the park home is limited to the number of persons as shall not exceed the specified number of berths
3. No renting or subletting of any park home is permitted
4. Occupiers must ensure their park home has valid and adequate insurance cover with a reputable insurer
5. No other caravan or motorhome (unless used as the occupier’s main form of transport) is permitted on the pitch or Priory Court for more than three consecutive days and must not be used as accommodation during this period
6. No tent or marquee is permitted on the pitch
7. No boats are permitted on the pitch

## **Noise nuisance**

8. You must not use musical instruments, all forms of recorded music players, radios and other similar appliances and motor vehicles, garden machinery and power tools so as to cause a nuisance to other occupiers, especially between the hours of 10pm and 8am

## **Business activities**

9. 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

## **Condition of the park home and the pitch**

10. You must not erect fences or other means of enclosure until you have obtained our approval in writing (which will not be unreasonably withheld). You must position these structures so as to comply with the park's site licence conditions and fire safety requirements

11. You must not have more than two storage sheds on the pitch, the design and size of which must be approved by us in writing (approval will not be withheld or delayed unreasonably). You must position the sheds so as to comply with the park's site licence and fire safety requirements. The footprint of any/all sheds when added together shall not exceed 15 square metres

12. You must ensure any shed or other structure erected on the pitch is constructed of non-combustible material

13. Any proposed changes to the external appearance of the park home must be approved by us in writing (approval will not be withheld or delayed unreasonably)

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

15. Any trees or shrubs you wish to plant on the pitch have to be approved by us in writing (approval will not be withheld or delayed unreasonably)

16. It is forbidden to cut down or damage any trees, shrubs, flora and fauna on the park

17. It is forbidden to enter vacant pitches or interfere with or disturb any building work in progress, building materials or other plant

18. You must not have external fires, including incinerators, but supervised and safe BBQs are permitted.

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

20. You must not keep explosive substances on the park

21. Washing lines must be reasonably screened from public view

22. It is forbidden to erect or exhibit any form of notice, sign, or advertisement either on the exterior of the home or the plot apart from a suitable "For Sale" sign.

## **Vehicles and parking**

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

24. You must not park more than two vehicles on your drive. Further vehicles must be parked in the visitors spaces either by the Court entrance or the main Priory Park carpark

25. You must not park on the roads or grass verges unless exceptional circumstances apply

26. *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*
- *vehicles intended for domestic use but derived from or adapted from such a commercial vehicle*

27. *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 and insured in accordance with the requirements of law and is in a roadworthy condition*

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

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

- *major vehicle repairs involving dismantling of part(s) of the engine*
- *works which involve the removal of oil, fuel or other fluids*

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### **Refuse**

30. *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*

31. *You must not deposit, or allow to be deposited, any waste or rubbish other than in local Authority approved containers on any part of the park. Littering is not permitted*

### **Water**

32. *Where water is not separately metered at the park home, you must not use hoses or sprinklers to water lawns. Use of hoses is permitted for essential cleaning, maintenance and sporadic watering of flowers, shrubs and trees*

33. *It is forbidden to permit waste water to be discharged into the Park surface water drains*

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

### **Pets**

35. *You must not keep any pets or animals except the following:*

- *Not more than two dogs (of a type other than any of the breeds subject to the Dangerous Dogs Act 1991, Dobermann, Rottweiler, German Shepherd or similar 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 two domestic cats which should not be allowed to be a nuisance to other residents.*
- *Not more than two caged birds*

*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.*

*These rules do not have retrospective effect. If the keeping of a pet complied with the previous rules, an occupier will not be treated as being in breach when these rules take effect. Pets may only be replaced or added in accordance with these rules.*

## **Weapons**

*36. 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.*

## **Note**

*The occupier is responsible for the conduct and general behaviour of his guests and visitors. Please ensure they respect the privacy and tranquillity for other occupiers. It is essential children are never without proper, responsible adult supervision.*