

# PARK RULES

## LYDIARD RESIDENTIAL PARK

Hook St, Royal Wootton Bassett Swindon Wilts SN4 8JA.

### 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 adhesion. They form part of the Agreement by which homeowners occupy the pitch in accordance with the Mobile Homes Act 1983 as amended.

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 31 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, which is to be advised
- 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 on the park) to the park owner and any employees, with the exceptions as set out herein

### 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. Fences or other means of enclosure to the front of your pitch as it adjoins a road or footpath are prohibited in the interests of maintaining the visual amenity of the park.
3. You must not erect fences or other means of enclosure to side or rear boundaries, in the absence of obtaining our prior written consent and approval(which will not be unreasonably withheld). In considering your application we must take into account the following matters, amongst others, We reserve right to impose conditions on consents on these accounts:
  - a. Fire Risk assessments;
  - b. Legal boundary responsibilities;
  - c. Site Licence provisions;
  - d. Terms of occupation agreement;
  - e. Site amenity issues;
  - f. Under ground or over head utility services.
4. You must not have external fires, including incinerators.
5. You must not keep flammable substances on the park except in quantities reasonable for domestic use
6. You must not keep explosive articles or substances on the park.

### Storage.

7. You must not have more than two approved storage sheds(for which we have given written permission)on the pitch.
8. You must not have any storage receptacles on the pitch other than approved sheds; green/grey plastic purpose built storage receptacles of proprietary manufacture designed for the storage of garden equipment and receptacles for the storage of domestic waste pending collection by the local authority.

### 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 or neighbouring land (including any individual pitch)

### Business activities

11. You must not use the park home, the pitch or the park (or any part of them)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.

### Age of Occupants

12. No person under the age of 50 years may reside in a park home on the park with the exception of the park owner and or a park warden and their respective families.

**Noise Nuisance.**

13. You must not use musical instruments, all forms of recorded music players, radios, televisions, other similar appliances and motor vehicles so as to cause a nuisance to other occupiers, especially between the hours of 10.30pm and 8a.m.

**Pets.**

14. You must not keep any pets or animals except as follows:
- a. Not more than two dogs (other than any of the breeds subject to the Dangerous Dogs Act 1991 which are not permitted at all).
  - b. You must keep any dog under proper control and you must not permit it to frighten other users of the park or cause nuisance of any kind
  - c. You must keep any dog on a leash not exceeding 1m in length and must not allow it to despoil the park or pitch
  - d. Not more than 1 domestic cat.
  - e. 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 or pitch.
  - f. Not more than 1 budgerigar which you must keep within the park home at all times.
- The express terms of a your agreement of occupation, contains an undertaking on your part not to cause a nuisance, inconvenience or disturbance to us or 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(s) complied with the previous rules, an occupier will not be treated as being in breach when these rules take effect. However, when the pet(s) die or depart the park, the replacement of the animals must conform to these rules

**Additional Pet Rules.**

15. A new homeowner may come onto the park with not more than two dogs and two cats, (other than a dog of any of the breeds subject to the Dangerous Dogs Act 1991) which they already own and may keep them for as long as they wish but following the demise of the said dogs and cats or any one of them, ownership of further dogs/cats must comply with rule 14(a) and 14(d) .
- Nothing in rule 14(a) 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 that you have duly produced to the park owner for inspection and verification.

**Water**

16. You must only use fire point hoses or fire extinguishers in case of fire.
17. You hold responsibility for all water pipes in and under your home. You must protect these pipes from potential frost damage by diligently and sufficiently lagging them in order to prevent potential for burst pipes, and loss of metered water.

**Utility Services.**

18. You must not, on any premise whatsoever, interfere or permit interference with our electricity infrastructure serving your home and the park.
19. You must not, on any premise whatsoever, interfere or permit interference with our gas infrastructure serving your home and the park.

**Foul Drainage**

20. You must not, on any premise whatsoever, introduce or permit to be introduced into the foul drainage system serving your home, anything which risks harm being caused to its function and operation.
- Reason : Your home is connected to a sewage treatment plant for which we hold sole responsibility and upon which all the park is dependent.

**Vehicles and parking**

- 21 You must drive all vehicles on the park carefully and within the displayed speed limit
- 22 You must not park more than 1 vehicle in the park
- 23 You must not park on the roads or grass verges in the park or permit your visitors to do so either.
- 24 You must not park anywhere except on your pitch ( if in possession of our consent to do so) or in the absence thereof in one of the car parks provided.
- 25 Other than for delivery goods and services, you must not park or allow parking or use of commercial vehicles of any sort on the park, including :
- a. light commercial or light good vehicles as described in the vehicle taxation legislation and
  - b. vehicles intended for domestic use but derived from or adapted from such a commercial vehicle (with the exception that commercial vehicles operated by or on behalf of the park owner and/or park Warden and their respective families)

- 26 You must not park motorhomes, touring caravans or trailers on the park (with the exception of such vehicles owned or operated by or on behalf of the park owner or park warden and their respective families)
- 27 You must hold a current driving licence and be insured to drive a vehicle brought into the park. You must also ensure that any vehicle you drive on the park is taxed in accordance with the requirements of the 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 :
  - (a) major vehicle repairs involving dismantling of parts of the engine
  - (b) works which involve the removal of oil and other fuels

**Weapons**

- 30 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 the terms of that licence.

**External decorations**

- 31 You must maintain your park home and pitch 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.

**General.**

32. You are responsible for the contents of your home, pitch outbuildings and storage vessels.
- 33 You must ensure that :
  - (a) your home at all times complies with the statutory definition of a "mobile home" set out in the Mobile Homes Act 1983(or any definition that may subsequently amend or supersede it)and
  - (b) your home is maintained at all times in a condition whereby it is capable of being moved from one pitch on the site to another and wheels must not be removed from the home or any porch
- 34 You must not, without our prior written consent in writing (which will not be unreasonably withheld) carry out any of the following :
  - a. building works to your home or the base or the pitch except any repairs or maintenance carried out by you in accordance with your legal obligation to maintain;
  - b. the erection of any porches, sheds, garages, outbuildings, or other structures;
  - c. paving or hard landscaping, including the formation of a pond;
  - d. planting, felling, lopping, topping or pruning of any trees (TPO applies);
  - e. the erection of any pole, mast, wire, dish or communications receiving equipment.
- 35 We must retain right to issue conditional consents when necessary to do so to discharge duties invested in us. Amongst the issues needful of consideration are:
  - a. The weight of any proposed works and their likely effect(if any)on the home, the pitch and the base on which the home is stationed;
  - b. Site licence provisions;
  - c. Fire risk assessments;
  - d. Site amenity issues;
  - e. Terms of occupation agreement;
  - f. Underground and overhead utility services
- 36 You must not trespass onto vacant pitches for any purposes whatsoever.
- 37 Clothes lines are not permitted. Rotary lines only are to be used and sited to the rear of the park home to shield them from view from the park roads. This provisions is designed to protect the visual amenity of the park.
- 38 Visiting children must not play on the park roads or car parks and must be supervised by you at all times.
- 39 Minors are not permitted to reside on the Park.
- 40 Subletting in whole or in part and the taking of lodgers is prohibited
- 41 You must not plant coniferous shrubs, trees or bushes on your pitch.

**Reason** Fire Risk Assessment.