PARK RULES FOR YEW TREE 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.

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 19 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 3 June 2016;
    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 on the park) to the park owner and any
employees, with the exception of the following rules 12 & 14.

Condition of the Pitch
1. For reasons of ventilation and safety you must keep the underneath of the mobile home
sufficiently clear so as to allow for ventilation. You must not store flammable substances
underneath your home.

2. You must not erect fences or other means of enclosure unless you have obtained our
approval. You must position fences and any other means of enclosure so as to comply with
the Parks Site Licence conditions and fire safety requirements.
3. You must not have external fires, including incinerators. The use of properly manufactured barbecues is permitted. A maximum of one barbecue per pitch. Occupiers must ensure that they do not cause a nuisance to others when using their barbecue.

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

5. You must not keep explosive substances on the park. Fireworks may be kept in the home or on the pitch in quantities reasonable for domestic use and for a maximum period of 6 weeks.

Storage
6. You must not have more than one storage shed/garage on the pitch. Where you source the shed/garage yourself the design, standard and size of the shed/garage must be approved by us in writing (approval will not be withheld or delayed unreasonably). You must position the shed/garage so as to comply with the park's site licence and fire safety requirements.

7. You may have an additional storage receptacle and/or a greenhouse on the pitch other than the shed/garage mentioned in rule 6 and any receptacle for the storage of domestic waste pending collection by the local authority. The size of the additional storage receptacle must not exceed the dimensions: 1 metre wide to 2 metres long to 1 metre high. You must position the greenhouse/storage receptacle so as to comply with the Parks site licence and fire safety requirements.

8. You must ensure that any 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.

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 waste on any part of the park or 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, with the exception of the park owner and their family, the park warden/manager.

Noise Nuisance
13. You must not work or use mechanical instruments, all forms of recorded music players, radios, televisions and other similar appliances, motor vehicles and motor cycles so as to
cause a nuisance to other occupiers, especially between the hours of 10:30pm and 08:00am and 10:00 am on Sundays.

**Vehicles and Parking**
14. 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 with the exceptions of commercial vehicles operated by the park owner and their family and the park warden. Commercial vehicles may be parked for the purposes of loading and unloading but not overnight. However occupiers must ensure that the vehicle is parked considerately and in accordance with the conditions of the site licence.

15. You must hold a current driving licence and be insured to drive any vehicle you intend to 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. Vehicles which are not taxed must be kept off the park roads and registered as ‘off the road’ with the vehicle licencing agency (Statutory Off Road Notice).

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

17. You must not keep a touring caravan, motorhome or boat on the park except for the purposes of loading and unloading, in which case a maximum period of 3 days consecutively in any one month will be permitted. Any touring caravan, motorhome or boat being kept on the park during this permitted period must be parked in accordance with the conditions of the site licence. You are at liberty to keep an inflatable boat on your pitch as long as it is stored in a shed, garage or other suitable, permitted storage container.

**Fire Precautions**
18. You are recommended to have in your home a fire extinguisher and a fire blanket conforming to the relevant British Standard.

**Exterior Decoration and Pitch maintenance**
19. Where the exterior is repainted or recovered homeowners must use reasonable endeavours not to depart from the original colour scheme or where this is not possible, to keep to a neutral colour scheme. Gardens must be kept clean and tidy. If washing lines are in use they must be of the rotary type.

**Water**
20. Water charges are divided equally among the occupiers of the park. You must therefore be considerate to others when using hoses, except in the case of a fire.

21. You must only use firefighting equipment situated on the park in case of fire.

22. You must protect all external water pipes, which are your responsibility, from potential frost damage.

**Vacant Pitches**
23. You must not access vacant pitches and must not disturb building materials and plant.

**Pets**
24. You must not keep any pet or animal at the park home or on the pitch except for the following:
• Those which are housed in a cage, aquarium or similar and remain at all times within your home.
• 1 domestic cat; or
• 1 dog (other than a dog of any of the breeds subject to the Dangerous Dogs Act 1991)."

Nothing in this rule prevents you from keeping an assistance dog if this required to support your disability and assistance dogs UK or any successor body has issued you with an identification book or other appropriate evidence.

25. A new homeowner may come onto the park with not more than 2 dogs or cat (other than a dog of any of the breeds subject to the Dangerous Dogs Act 1991) which they already own and may keep for as long as they wish but they shall not be permitted to replace the pet or acquire another pet.

**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.

**Signs**
26. No signs (except for 'For Sale signs') are to be positioned in or around any pitch. You must not positon a ‘For Sale sign’ at the entrance to the park or on general park land without first seeking the permission of the park owner.”