

Gateforth Park

Residential Park Homes

RULES & CONDITIONS FOR GATEFORTH PARK, SELBY

Issued To

Owner's Name

Address

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" "us" 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.

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 no.2,3,9, 16, 19, 28 and 35. These rules do not apply to the park owner and to any employees except those who live on the park under an Agreement to which the Mobile Homes Act 1983 applies.

You are reminded that the Express Terms in your Written Statement, the Implied Terms under the Mobile Homes Act 1983 (as amended) and the provision of our Site Licence form part of your agreement with us. Please contact us for further information.

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:
 - a) Yorkshire Board fencing to a maximum height of 6 feet will be erected by us to the exterior of the park where necessary to form a boundary between the park and non-park land.
 - b) No other wooden fences are permitted.
 - c) No fences are to be erected in front of the park home to maintain a standard and consistency that befits the park.
 - d) Fencing to the side and rear of the park home can be no more than 4 feet in height and must be in the form of the black metal arch style or green mesh style as per the attached images.

- e) 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.
 - f) The express terms of your Agreement require you to seek our permission for fencing. Rule 8 below contains a reminder. (which will not be unreasonably withheld or delayed)
3. The Pitch
- a) Laundry cannot be positioned on or over balconies, a rotary appliance (whirligig) can be used to the rear of the property but must be folded and covered when not in use.
 - b) Tents, and other such structures cannot be erected on the plot. Gazebos no larger than 10 feet square can be erected temporarily for special occasions, however they cannot be in use for more than six hours and must be taken down by noon latest the day following. Please remember that 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 you and your guests.
 - c) Frontage of homes must be kept clear of all objects (eg Garden Gnomes, Statues) or general are not permitted
4. Boundary hedges and / or plants:
- a) These may be planted by us between properties and (once mature) must be kept to a maximum and minimum height of 5 feet, each side of the boundary hedge is the responsibility of the respective park home-owner.
 - b) Boundary hedges must be no more than 3 feet in width. Exceptions to this rule are permitted if both parties to the boundary hedge agree in writing, however the hedge height must be no lower than 4 feet and no higher than 5 feet with the width being no more than 3 feet.
 - c) Wire net fencing can be erected by the hedge to a maximum height of 3 feet to enclose pets.
 - d) The express terms of your Agreement require you to seek our permission for fencing, which will include wire fencing. Rule 8 below contains a reminder.
5. You must not have external fires, including incinerators. You are able to have a Barbeque, provided that:
- a) they are used in accordance with manufacturer's instructions, and
 - b) they are manufactured as a barbeque, and
 - c) they are not brick-built or home-made
6. You must not keep inflammable substances on the park except in quantities reasonable for domestic use.
7. You must not keep explosive substances on the park, including fireworks.
8. You must keep any footpaths on the pitch in a good and safe state of repair and condition.
9. Gardens to road frontage must be kept open plan with grass and flower beds and / or plum slate. Where plum slate is used there must be planting incorporated at one piece for every 2.5 m² of slate, potted plants are acceptable. Please remember that the express terms of your Agreement require you to seek our prior written consent (which must not unreasonably be withheld) to carry out any of the following:
- (i) building works to the mobile home or the base or the pitch except for repairs or maintenance carried out by you in accordance with clauses 21(c) and/or 21(d) of the Implied Terms and any improvements to the pitch;

- (ii) the erection of any porches, sheds, garages, outbuildings, fences or other structures;
- (iii) paving or hard landscaping, including the formation of a pond;
- iv) planting, felling, lopping, topping or pruning of any trees; or
- (v) the erection of any pole, mast, wire, dish or communications receiving equipment.

Storage

10. Please remember that the express terms of your Agreement require you to seek our prior written consent (which must not unreasonably be withheld) to erect any porches, sheds, garages, outbuildings, fences or other structures. This Rule gives you our prior written consent for some storage structures: for any other storage structure please apply in writing under the express terms of the Agreement:
- a) You may have one storage shed on the pitch. The shed type must be Biohort shed (picture attached). You must position the shed so as to comply with the Park's site licence and fire safety requirements. The footprint of the shed shall not exceed 80 square feet, unless the pitch is of a size that can accommodate a larger footprint and comply with the site licence.
 - b) You may also have any receptacle for the storage of domestic waste pending collection by the local authority.
 - c) 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.

Contractors

11. To ensure everyone's health and safety you may only use contractors on the approved list we keep. Any contractor may apply to be added to the list. We will require proof of liability insurance cover not less than £5,000,000. Contractors must also have proof of ID and any requisite industry qualifications or licences (e.g. gas safe or trade waste). Details of any contractors who have currently passed this process can be obtained from the park office.

Balconies

12. Please remember that the express terms of your Agreement require you to seek our prior written consent (which must not unreasonably be withheld) for any building work and to erect any structures. This Rule does not replace this requirement but gives you some guidance about how we are likely to give or withhold consent under the Agreement:
- Any work must be permissible under the site licence conditions.
 - No balcony can extend more than ten feet from the front of the park home and this could be less dependent upon proximity to roads, pathways and neighbouring homes.
 - Balconies can 'wrap around' the home if a walkway is required but this must not exceed 4 feet in width.

- A side balcony can be installed in place of a front balcony with a maximum limit of 10 feet from the side of the home and 16 feet in length. This will be dependent upon compliance with the site licence and proximity to neighbouring properties.
- All contractors must be on our approved list (see rule 10).
- All Balconies must be completely wood-free and constructed from PVCu in colours complementing the Park Home to ensure a streamlined appearance on the park. Balconies must be constructed from a galvanised steel sub frame secured with stainless steel grab bolts. The deck board must be slip resistant to BS 7976: Part 2 having passed the “pendulum slip test”.

Balustrades to be constructed from PVCu reinforced with galvanised steel and a minimum of 900mm high with no gaps exceeding 99mm. Where glass balustrades are used the glass must be toughened to BS6206 Class A 10mm thick with polished edges.

- No visible fixings are allowed.
- No open tread steps are allowed.
- Steps must have spindled handrail to at least one side.
- All balconies must be fully enclosed with skirting. Access points are permitted.
- Balconies must comply with regulations regarding step access, handrails, ramp gradients and picket spacing.
- Balconies must not encroach on a 3.5m spacing to the next park home.
- Balcony designs and products must not be a permanent structure and it is mandatory that they can easily be removed if required.
- Balconies must be underwritten by an insurance company or provided by a company with a trading history in excess of the guarantee period.
- The Balconies must be kept free underneath with no storage of goods.

Refuse

13. 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.
14. 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

15. 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

16. No person under the age of 50 years may reside in a park home (with the exception of the park owner and the park warden and their families who reside in the park home other than under an Agreement to which the Mobile Homes Act 1983 applies).

Sub-letting

17. Please remember that your Written Statement contains terms against this meaning:
 - a) The park home must not be hired and accommodation must not be rented to paying guests.
 - b) There must be no subletting or parting with possession of the whole or part of the park home or pitch.

Noise Nuisance

18. 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 and wild birds

19. You must not keep any pets or animals except the following:
 - Not more than 2 budgerigar(s) which you must keep within the park home.
 - Not more than 2 caged rodents
 - Either:
 - 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; **or**
 - 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.
20. You must not install any bird feeders to road frontage but may install a maximum of three in any rear garden.

Notes

- i. 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.
- ii. A new homeowner may come onto the park with not more than two dogs or cats (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 beyond the permitted number of 1.
- iii. Nothing in 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.

Rule 22 does not apply to pets owned by the park owner, the park warden and their families who reside in the park home.

Water & utilities

21. Fire point hoses should only be used in case of fire.
22. You must protect all external water pipes from potential frost damage. You will be liable for any loss of water due to your failure to do so or from any other failure on the section of the water service for which you are responsible, i.e. from ground level upwards.
23. Work on gas, electricity and water systems must be carried out by contractors on our approved list (see rule 10)

Vehicles and parking

24. You must drive all vehicles on the Park carefully and within the displayed speed limit.
25. You must not park more than two vehicles on the Park.
26. You must not park on the roads or grass verges.
27. You must not park anywhere except in the permitted parking spaces.
28. 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

(Rule 25 does not apply to the park owner the park warden and their families who reside in a park home other than under an Agreement to which the Mobile Homes Act 1983 applies)

29. Other than for loading or unloading, you must not park or allow parking of motorhomes, touring caravans and caravanettes, or any other vehicle that includes, or has been adapted or modified to include sleeping accommodation. For purposes of loading and unloading the maximum period of time that the vehicle is allowed on

site is 12 hours and must comply with the above rules on parking as well as the site licence at all times during this period.

30. 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.
31. Disused or unroadworthy vehicles must not be kept anywhere on the Park. We reserve the right to remove any vehicle which is apparently abandoned.

Behaviour

32. You will be held responsible at all times for the conduct of visiting guests who must not be permitted to play around any public areas, including roads, buildings, car parks and at the entrance to the Park.
33. You may only play ball and other games within the confines of your pitch and in any areas set aside for recreation.
34. You may not fly kites on the park.
35. You may not use drones, powered model aircraft or any other powered flying objects on the park.
36. You may not use or ride scooters, bikes, roller blades and roller skates around the Park, although you may ride a bike if you are travelling off the park, or returning to your home from the public highway.
37. 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.
38. Tent and gazebos:
 - a) You may not erect a tent;
 - b) You may erect a gazebo but must take it down again after a maximum of 6 hours;
39. Washing:
 - a) You may use a whirlygig but must fold it down and cover it when not in use
 - b) You may not erect or use any other washing line anywhere outside your home;

Weapons

40. 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.

The Condition of the Park Home

41. Homeowners must maintain the outside of their park home in a clean and tidy condition. Where the exterior is repainted or re-clad, homeowners must use reasonable endeavours not to depart from the original exterior colour scheme or material. You are reminded that under your agreement you are required to ensure that your home is capable of being moved from one pitch on the Park to another.

If you use external contractors to carry out any work to the home then they must be on our approved list (see rule 10).



Signed _____

Date _____

On behalf of York House Leisure

Signed _____

Name _____

Signed _____

Name _____

Date _____

Customer